



2026 UAW-VW

**CONTRACT SETTLEMENT
TENTATIVE AGREEMENT**

UAW LOCAL 42

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Settlement Agreement

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Article I Recognition

MT-017 RECOGNITION

Section 1. Recognition; "Contract Unit"

- (a) The Company recognizes the Union as the exclusive collective bargaining representative relative to rates of pay, wages, hours of employment, and other conditions of employment, for all employees of the Company in the Contract Unit.
- (b) The term "Contract Unit," as used above and elsewhere in this Agreement, refers collectively to all full-time and regular part-time production and maintenance/skilled trade employees employed by the Company at its Chattanooga, Tennessee operations as certified by the National Labor Relations Board ("NLRB") in Case No. 10-RC- 338023, except for such changes as may be required as a result of pending actions before the NLRB.

Section 2. New Classification and Departments

When a new classification or department covering work comparable to that done by employees covered by this Agreement, the Union will be notified, and negotiations will take place promptly as to whether such classification or department properly should be in the included or excluded group.

Section 3. Restrictions on Organizing Certain Employees

- (a) The Union shall not organize, or attempt or assist in the organization of, executive employees, supervisory employees, supervisors and any other individuals having authority in the interest of the Company to hire, transfer, suspend, lay off, recall, promote, discharge, or discipline other employees or responsibly to direct them or to adjust their grievances or effectively to recommend such action; employees engaged in work relating to time study or other Industrial Engineering activities; employees engaged in Human Resources activities; employees having access to confidential information pertaining to employee and labor relations matters; and other representatives of Management.
- (b) Any dispute arising under this Section may be appealed to arbitration for decision, and any National Labor Relations Board (NLRB) proceedings to which the decision of the Umpire arbitrator on such dispute may be relevant shall be postponed by agreement of the parties until the Umpire arbitrator shall have rendered such decision.
- (c) Appeals under this Section shall be governed by the procedure provided in [Grievance Procedure] of this Agreement. Such appeals shall take

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precedence over all other cases and shall be decided by an arbitrator as promptly as possible.

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Article II Union Shop

MT-018 UNION SHOP

Union Membership. Employees covered by this Agreement at the time it becomes effective and who are members of the Union at that time may continue membership in the Union for the duration of this Agreement. Employees covered by this Agreement who are not members of the Union at the time this Agreement becomes effective may become members of the Union on the same terms as all other employees.

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Article III Dues and Assessments

MT-018 DUES AND ASSESSMENTS

Section 1. Check-off of Membership Dues; Employee Authorization; Revocation

The Company will deduct from the pay of each employee covered by this Agreement or notify the Trustee under the Supplemental Unemployment Benefit Plan to deduct as provided in the Plan from each such employee's Regular Supplemental Unemployment Benefits, all current Union membership dues, provided that at the time of such deduction there is in the possession of the Company a subsisting written assignment, executed by the employee.

Once authorized, assignments will continue effective in accordance with their terms; provided, however, that any employee shall have the right to revoke their assignment by written notice, signed by the employee, of such revocation received by the Company as of any anniversary date and upon the expiration of the Collective Bargaining Agreement not more than twenty (20) days and not less than ten (10) days before any such anniversary date. Any employee may also revoke this assignment by written notice, signed by the employee, of such revocation received by the Company at any time when there is not in effect between the Company and the Union an agreement that the Company will check off membership dues on behalf of the Union. The Company will promptly provide to the Union a copy of any written notice of revocation it receives.

Section 2. Authorization Forms

The Company will explain the check-off arrangements between the Company and the Union at the time of hiring new employees and afford them an opportunity to sign authorization forms in the Employment Office. Previously signed and unrevoked authorizations shall continue to be effective as to employees whose seniority is not broken; previous authorizations of employees rehired shall not be considered to be effective.

Section 3. Pay Periods in Which Deductions to Be Made

The Company will deduct current membership dues (including such initiation fees as may be a part thereof) from the employee's pay for pay periods ending in the calendar month or will notify the Trustee under the SUB Plan to deduct such dues as provided in the Plan from the employee's Regular Supplemental Unemployment Benefits, in a manner agreed upon with the Union. It is understood that deductions shall not be made from the first pay of a new employee. The initial deduction from the pay of an employee signing a new authorization shall be from the second pay period following the date of his authorization

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Section 4. Collection in Succeeding Months

- (a) Once each month, beginning with the month of **[insert month CBA begins]**, the International Union may submit to the Company, not later than the tenth day of the month, tabulating cards (or magnetic tape) containing the employee's name, last four digits of social security number, local union, amount of Union dues (including initiation fee, if any) to be deducted and the specified month or months **[insert month CBA begins]** or thereafter) for which the Union certifies that (i) the specified dues were required for such month(s) under the International Union's Constitution and Articles II and III of this Agreement and (ii) such dues were not deducted from wages earned in such month(s) or from Regular Supplemental Unemployment Benefits equivalent to forty (40) hours' pay received in such month(s). An employee's name shall not be submitted in any month unless he is on the active employment rolls at the beginning of such month.
- (b) Union dues in the specified amount shall be deducted from the wages of each such employee, provided he has executed an Assignment and Authorization for Check-Off of Membership Dues for the month or months for which and in which the deduction is made. Such deduction shall be made from the pay for the third pay period ending in the month, provided that the employee has sufficient earnings to cover the Union dues. The Company shall have no responsibility for the collection of membership dues not deducted pursuant to Sections 3 and 4 of this Article.

Section 5. Deduction of Initiation Fees

For the purposes of applying the check-off provisions, it shall be presumed that reinstated and rehired employees do not owe initiation fees, and collection of any initiation fees from such employees shall be the responsibility of the Local Union. It shall be presumed that employees being hired by the Company for the first time have not previously paid initiation fees, and such fees will be deducted as set forth in Section 3 of this Article.

With respect to a newly hired employee who does not sign an authorization form at the time he is hired, initiation fee will be deducted only if the Local Union subsequently shall furnish an authorization form signed by the employee and advise the Company therewith in writing that the employee owes an initiation fee, in which case such initiation fee will be deemed to become due and payable in the pay period following receipt of such notice.

The Company shall have no responsibility for the collection of initiation fees not deducted pursuant to the foregoing.

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Where an initiation fee has been deducted from the pay of a new employee who does not owe such fee, it shall be the responsibility of such employee to obtain appropriate refund from the Local Union.

Section 6. Remittal of Deductions to Local Union

All sums deducted from pay shall be remitted to the Financial Secretary of the Local Union in two payments, the first payment to be made as soon as available but no later than ten (10) days after the first pay period in each month and the second payment, including deductions from the remaining pay periods of the month, to be made not later than the 10th day of the next succeeding month after which such deductions are made, the same to be allocated and distributed in accordance with the constitution, laws and regulations of the Union.

Section 7. Record of Deduction for Local Unions

The Company and the Union shall work out a mutually satisfactory arrangement by which the Company will furnish the Financial Secretary of the Local Union semi-monthly a record of those for whom deductions have been made, together with the amounts of such deductions. It is permissible for the parties to work out a system of reporting those for whom no deductions are made, rather than those for whom deductions are made, where they mutually desire to do so.

Section 8. Notice to Union of Employee Revocations

The Company will advise the Financial Secretary of the Local Union in writing of receipt by the Company of any written notice from an employee revoking his assignment and authorization to deduct Union membership dues from his pay or Regular Supplemental Unemployment Benefits. Such written advice to the Union shall identify the employee and specify the date notice was received by the Company and shall be sent to the Union within ten (10) working days of receipt of such notice.

The Union shall have the right to inspect such notice and its mailing envelope within thirty (30) days from the date the Union is in receipt thereof, and following the expiration of that time any objections not theretofore made to the Company in writing to the effectiveness of such notice of revocation shall be deemed waived by the Union.

Section 9. Requests for Additional Deductions

Requests to the Company by Local Unions to deduct membership dues (other than

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initiation fees) in excess of 2.5 hours regular straight time pay each month, and notices of any increases in initiation fees, shall be effective only upon written assurance to Labor Relations of the Company from the International Union that such amounts are a part of the membership dues under the Union's constitution, and have been duly approved by the International Union.

Section 10. Notice of Transfer to Excluded Classification

When an employee is transferred to an excluded classification, the Company will give the Union a written notice of such transfer, within ten (10) working days from the date of transfer, said notice to list name and old badge number.

Section 11. Indemnification

The Union shall indemnify and hold harmless the Company against any and all liability which may arise by reason of the deduction by the Company of money as Union initiation fee and membership dues from employees' wages, or by the Trustee of money as Union membership dues from employees' Regular Supplemental Unemployment Benefits under the SUB Plan.

ML-LP-070 Voluntary Political Contributions

During the 2024 negotiations, the parties agreed that the Company will deduct Voluntary Political Contributions ("V-CAP") from active UAW-represented Volkswagen employees, as provided in this letter:

- The International UAW will provide Volkswagen Payroll Services with a monthly file of active UAW-represented employees electing V-CAP deductions from their paycheck. The Company will forward the amount deducted, and a corresponding data file to the International Union.
- The Union will retain exclusive responsibility for soliciting employees' participation, including expenses and compliance with the Federal Election Campaign Act.
- V-CAP contributions are subject to all applicable State and Federal laws and regulations including, but not limited to, Treasury Regulation 1.401(a)-13. Deductions for V-CAP will be subordinate to all other deductions permitted or authorized by law if total deductions exceed legal limitations.

The Union will indemnify and hold harmless the Company from any and all liability or claims arising from any claims or administrative errors resulting from the deductions provided for in this Agreement.

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The Company will assume the actual costs of general administration over the life of the 2024 Agreement.

In entering this Agreement, the Company reserved its right to unilaterally, following discussion with the Union, terminate its Agreement to bear the ongoing administrative costs of processing V-CAP deductions and contributions upon discovery or the issuance of any decision, opinion, regulation, or statute by an agency, court or legislature that would call into question the lawfulness of the Company's assumption of these costs.

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Article IV Representation

SPRC-028 UAW Chairperson provides list of Representatives

The UAW Chairperson shall promptly advise the Company in writing of the names, positions, and assignments of the Union representatives at the Chattanooga plant, and of any changes therein. No Union representative shall function as such until the Company has been so advised.

SPRC-029 Full Time Chairperson

One (1) of the fulltime UAW representatives will serve as the UAW Chairperson for the plant above the agreed upon ratio.

MT-123 Rep Comp Structure

(UAW) Union Representation Framework

UAW-Volkswagen Negotiations

02/25/2025

Union Representation on Company Time:

For the purpose of operating under this Agreement, the employees of Volkswagen – Chattanooga, Tennessee shall be entitled to union representatives on Company time in accordance with the following provisions.

Full-Time Elected Bargaining Unit Representatives:

- One (1) Building Chairperson

In the ratio of not to exceed one representative for each **200** employees covered by this agreement, the bargaining unit structure shall consist of:

- Production Bargaining Representatives
- Production District Committeepersons
- Skilled Trades Bargaining Representative
- Skilled Trades Committeeperson

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The Building Chairperson and Local Union President shall be excluded from the above ratio of representatives.

Full-Time Elected Positions (Example 1)	Number of Positions: <i>(*Ratio of Current Plant Population at 3,978)</i>
Building Chairperson & Local Union President	<i>2 (Not Included in Ratio)</i>
Production Bargaining Committeepersons	3
Production District Committeepersons	15
Skilled Trades Bargaining Representative	1
Skilled Trades Committeeperson	1
Total:	22

Each Bargaining Representatives' areas of representational responsibility within the worksite, and Committeepersons district shall be assigned by the Building Chairperson. The Chairperson shall promptly advise the Company in writing of the names, positions, and assignments of the representatives in their plant, and of any changes therein. No representative shall function as such until the Company has been so advised.

Full-Time Elected Local Union Representatives:

- One (1) Local Union President
- One (1) Local Union Financial Secretary
- The Company agrees to pay such President their regular straight-time rate for forty (40) hours per week Monday through Friday.

The Company will release the elected Financial Secretary from work to the Local Union to perform their UAW Constitutional responsibilities on a full-time basis. The parties recognize the Financial Secretary shall be paid one half of an hour per week by the Company, and the remainder of weekly pay by the Union. Additionally, the Company agrees there shall be no loss in the accrual of seniority and contractual eligibilities while they are elected as Financial Secretary.

Full-Time Appointed Representatives:

The Company recognizes the following full-time positions which will be appointed by the International Union, upon recommendation of the Local Union Building Chairperson and President.

Full-Time Nationally Appointed Position	Number of Positions:
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Health & Safety/ Ergonomics	3*
Industrial Hygienist	1
CIP/Production Standards	2
Benefits/Retirement	2
EAP	1
Quality	1
Employee Resource Coordinator (ERC)	1
Joint Apprenticeship Coordinator	1
Total:	12

*H&S reps vary by the number of shifts (1 per shift). A shift will be defined based on Assembly's production schedule.

Local Representatives:

The following positions will be locally appointed by the International Union based on basic qualifications mutually agreed to by the Union and the Company.

Locally Selected Position	Number of Positions:
ETC/ T3 Trainer	3
CIP	1
Total:	4

Alternate Representatives:

When an elected and/or appointed representative is absent from work, the Company will recognize an alternate representative to fulfill the representational duties of the person absent. Alternate Representatives will maintain manufacturing duties and responsibilities until they are needed as an alternate representative. Alternate representatives will be designated and trained for their assigned role as soon as practicable. T3 trainers will be assigned as the H&S alternate representatives.

The UAW-VW Unit Committee alternate elected and appointed representatives shall be identified and communicated to the Company by the UAW.

Civil and Human Rights Representative:

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The Company agrees to a Civil and Human Rights Representative who will act on as needed basis upon the local union notifying the company.

Recording Secretary:

The Company agrees to a Recording Secretary who will act on as needed basis upon the local union notifying the company.

Adjustments for Population Changes

Where an adjustment in the number of representatives is required because of changes in the numbers of employees working above or below the number on which its representation structure is based, the requisite changes shall be accomplished within two weeks of the notice to the Local Union, unless otherwise agreed to by the Union and the Company.

Representation Compensation

Compensation, overtime, and equalization are covered in the Sub-Committee.

SPRC-035 Full Time Representative Overtime Ratio

Overtime and shutdown days for the elected and appointed officials will be as follows:

- One (1) to forty-nine (49) Bargaining Unit employees, the Chairperson is offered
- Fifty (50) to ninety-nine (99) Bargaining Unit employees, the Chairperson and 1 Union or appointed rep is offered
- Every additional fifty (50) Bargaining Unit employees, will bring in one (1) additional rep. until all reps are brought in per shift.

SPRC-036 Alternate Representatives

The Company shall recognize alternative UAW Representatives when the full-time representative is on an approved leave.

SPRC-037 Additional Representatives Based on Population

Additional representation may be added in subsequent agreement if plant population increases.

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SPRC-042-043 – Temporary Leave for Reps

An employee elected to a Union position or selected by the Union to do work which takes them from their employment with the Company shall, upon written request from the Union, submitted to the Company at least three (3) days prior to the first day of absence, receive a temporary leave of absence for the period of their service with the Union. During the time the employee is operating in a union position and not performing work for the company, the union will be responsible for paying the employees wages.

Upon their return to the plant, the employee shall be reinstated at work in line with their seniority status in the classification in which the employee was in last prior to their leave.

SPRC-044 – Pay rate during UAW Assignment

UAW will continue to receive the rate of pay at the qualified progression with raises during their UAW assignment.

SPRC-053 – Chair & Elected Officials Overtime hours

The Plant Chairperson can work no more than 12 hours in a single day, Monday through Friday and no more than 8 hours on Saturday and Sunday, based on scheduled overtime / shutdown days as described in **section_____**.

Elected and appointed officials who work overtime and/or shutdowns days, as described in section_____, will work a maximum of no more than the scheduled overtime / shutdown hours on their assigned shifts.

The Plant Chairperson will notify the Company of who will be working the scheduled overtime/shutdown days before the scheduled hours are to be worked.

SPRC-046 – Right to Bid

Any UAW Representative will maintain their contractual rights to bid and accept any Qualified Specific Position (QSP), promotional and non-promotional job postings. The processes for bidding and accepting job postings must be followed in accordance with **Article_____**.

SPRC-047 – Parking Pass

The Company will provide enough parking passes to be utilized by the Union President, Chairperson and Health/Safety Reps in emergency situations. The parking

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passes must be signed out with Security on the day of the emergency and be returned within 24 hours. If additional days are needed, the parties will be required to sign out the passes for each additional day beyond the day of the emergency. The reason for needing the parking pass must be given when signing out the pass.

SPRC-048 – Rep Duties during Furlough/Layoff

UAW Representatives will continue to perform their Union duties during any temporary furlough/lay off period.

SPRC-050 – Periodic Meetings

The Company and the Union mutually agree to have periodic meetings to discuss and resolve ongoing issues.

SPRC-051 – SAP Access

The Company and the Union will work together to determine who will have access and visibility to certain fields in SAP.

ML-LP-071 VW Pass Names & Addresses of Members

The company shall provide the Local Union President and Local Union Financial Secretary the names of all employees covered by this Agreement together with their addresses, and status (Active, Separation, Quits, Death, Furlough, Laid off) as they then appear on the records of the company. This list is to be provided on the last business day of each month. The union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

SPRC-040-041 – Office Space

The Company will provide a location for UAW office spaces large enough to accommodate all elected and appointed Union officials. The Company will provide standard office equipment and materials necessary for all UAW representatives to carry out their duties.

SPRC-038-039 – Leaving the Plant

All Committeepersons, except the Chairperson of the Unit Committee, shall remain in the plant, and, except when their Company work duty requires them elsewhere, in

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their respective areas, while on Company time.

A full time Committeeperson shall report to Labor/ Employee Relations before leaving the plant in pursuance of his/her duties.

The Company recognizes the privilege of the Chairperson of the Unit Committee to leave the plant in the course of the performance of their functions as such, but the Chairperson shall notify the designated Company representative when leaving and returning to the plant during working hours.

PS-065/066 Production Standards Representative (From Art XII)

The Union Production Standards Representative will receive adequate training and overview of time and ergonomic calculations used to develop processes by the Industrial Engineering group. the Company will not unreasonably deny a request to review a process by the Union Production Standards Representative, including an I/E walkthrough in a step-by-step manner.

PS-059 Line Speed Checks

Line-speed checks may be randomly performed by the Union on each line, on each shift, daily, when necessary.

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Article V Seniority and Related Matters

Section 1. SPRC-001, 003, 004, 005, 006, 007 – Seniority Main Structure

The purpose of this Article is to define and describe the seniority provisions, which will govern the seniority status of employees within the Bargaining Unit.

Section _1. Establishing Seniority. New employees of the Company shall be considered as probationary employees for the first ninety (90) consecutive days of their employment.

After employees have finished the probationary period, they shall be entered on a single seniority list and shall rank for seniority from the first date of hire at the plant.

Section _2. Variable Workforce Time. The company agrees to a one-time inclusion of variable workforce time when calculating seniority for active employees at the time of ratification of this Agreement. After that time, variable workforce time will not be counted toward an employee's seniority.

Section _3. Same Seniority Date. In placing an employee's name on the seniority list where two (2) or more employees have the same seniority date, the tie breaker will be the employees' last four digits of their Social Security Numbers (the lowest last 4 SSN digits will be deemed greater length of service).

Section _4. Seniority List. Management will provide an up-to-date seniority list to the Union Chairman at the end of each month. The seniority list shall contain each employee's name and seniority date. The list will be in order of highest to lowest seniority.

Section _5. Loss of Seniority. An employee shall lose his/her seniority for the following reasons:

- A. If the employee quits;
- B. If the employee is discharged;
- C. If the employee is absent for 3 working days without properly notifying the Company in accordance with the Corporate Regulation 3 of HR-04: Attendance Production established by the Company, unless it is not possible to do so.
- D. If the employee is laid off/furloughed for a continuous period equal to the seniority which the employee had acquired at the time of such layoff, or 24 months, whichever is greater. Nothing herein should create an entitlement or benefit provided under any other article.

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- E. If the employee fails to return from a furlough within 5 working days after being notified to return to work and provided at least ten (10) working days have elapsed since the employees last day worked. A copy of the notification to return to work will be provided to the Chairperson of the Shop Committee.

When a loss of seniority event occurs, the Company shall mail a certified letter to the employee's address on file with the company. A copy will also be provided to the Chairperson.

Section _6. Seniority of Employees Who Take a Position Outside the Bargaining Unit. If a Bargaining Unit member takes a position outside the Bargaining Unit there shall be no opportunity to return to the Bargaining Unit with their previous seniority.

Section 2. SPRC-056 Shift Preference

The exercise of shift preference will be restricted to seniority employees and will be based on an employee's relative seniority among employees in the same shop.

The shift preference will be accomplished in the following matter:

Shift preference signup will be made available in the last week of March, June, and September through the Company's applicable system.

The Company and the Union designees will review selections for shift preference during Manpower Meetings. A minimum of twenty (20) employees per Shop will be approved for shift preference moves three (3) times a year assuming there are twenty (20) that made selections in the Company's applicable system and have seniority to exercise such shift preference.

All shift preference moves will take place by the last full week of May, August, and November.

Section 3. SPRC-001 Seniority

Skilled Trades seniority shall be computed from the date of entry into their current Skilled Trades classification.

Section 4. SPRC-002 Temporary Employees

Both parties agreed that in the future, temporary employees may be utilized if mutually agreed upon by both the Company and Union.

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Section 5. **SPRC-008 thru 026 Transfers/Promotions**

ARTICLE __-SENIORITY, TRANSFERS, AND JOB POSTINGS

Section __.1 Job Classifications (SPRC-019)

Job classifications within the bargaining unit will consist of but are not limited to: Equipment Operator, Team Leader, Team Member, Skilled Team Member and Skilled Team Leader. Note this may increase with discussions in Production Standards subcommittee.

Section __.2 Job Postings (SPRC-024)

A list of the job movements and postings in each month will be provided by the Company to the Union Chairman in the first week of the following month.

Section __.3 Transfers, Job Postings and Promotions (SPRC-008-009, 011-014, 016, 018, 020, 022-023, 025)

1. The transferring of employees is solely the responsibility of the Company and shall be based on seniority, subject to the criteria listed in 3) below, except for transfers into Qualification Specific Positions (QSPs). Transfers will be completed as job openings occur through the year.
2. Transfers into available positions include Production to Production moves within Shop (Line to Line), Production to Production moves outside of Shop (Shop to Shop), and Preferred Areas.
3. An employee must meet the following criteria to transfer into an available position:
 - i. Six (6) months of continuous employment as a Volkswagen Production Team Member.
 - ii. Where necessary, the successful completion of a medical examination.
4. An employee will have the opportunity to select and/or make changes to their position preferences in the Company's applicable system during the last week of every quarter. The Company will make its system accessible, so an employee has an opportunity to select and/or change their position preferences. Employees may have three (3) preference(s) on file at any one time. Employees must accept or decline placement for the job in which they have selected in the Company's

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applicable system within three (3) days of receiving the official transfer letter. Therefore, it becomes the employee's responsibility to cancel any transfer prior to the system being closed for the quarter.

5. An employee who has been offered and does not accept a transfer or who has transferred under the provisions of this Subsection will not be considered for another such job transfer until at least six (6) months have elapsed from the date of the last offer or the effective date of the nonpromotional job transfers.
6. **Qualification Specific Position (QSP)** - Any available QSP will be posted using the Company's applicable system. These positions will be filled by skills, abilities, and the above referenced qualifications. Should there be a tie between two or more employees, that tie will be broken by seniority.
7. **Equipment Operator (EO) and Team Leader (TL)** - Any available EO or TL position will be posted using the Company's applicable system. These positions will be filled by skills, abilities, and any other qualifications listing in the posting. Applicants must have no level 2 active corrective action or higher (attendance or disciplinary).
8. Should there be a tie between two or more employees, that tie will be broken by seniority.

*Both parties acknowledge the Company's need, in certain circumstances, to fill job openings that require certain skills, abilities, and qualifications. Additionally, the parties recognize the Unions concern that opportunities for training and the ability to being awarded job opportunities with seniority being a primary factor. With this understanding, the parties agree to a jointly developed process that can satisfy both parties interest as defined in point 6 and 7.

9. Management will move an employee that has been awarded a job posting as soon as practicable, but no later than ten (10) business days after the employee accepts the position.
10. Openings will be filled with Production to Production moves within shop (Line to Line), Shop to Shop moves, and Preferred Area transfers. If there is an opening into which no employees have elected to transfer in the Company's applicable system, then the Company reserves the right to fill the opening with new hires.
11. Union representatives will participate in manpower meetings to review Line to Line, Shop to Shop, Preferred Areas, and Shift Transfers (nights to days)).

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Section 6. SPRC-015 Team Lead Bids

Team leaders may not be allowed to bid on available team leader jobs in other shops outside of their current assignment unless no one from inside the shop applies and/or is qualified.

AT-ATO-047 Shutdowns

The Company will notify employees of the current year's summer shut down no later than February 1st each year.

AT-ATO-054 – Performance Reviews

As of the date of ratification, the Company has agreed to no annual performance reviews for hourly Team Members, Skilled Team Members, and Equipment Operators.

ML-LP-013 - UAW New Hire Orientation

The Local Union 42, represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America will be allotted four (4) hours to address all hourly new hires during new hire orientation to present them information about the Union and their rights and benefits as a Bargaining Unit Employee. This information will include but is not limited to Union official's contact information, Union meeting schedules, Weingarten Rights, the Grievance Procedure, and other relevant items the Union deems important. New hire orientation times can be adjusted, if necessary, with mutual agreement from the Union and the Company.

ML-LP-018 Placement of Medically Restricted Employees

The company and the UAW should work together to ensure that reasonable efforts are made to place medically restricted employees on work which they can perform in accordance with their seniority and applicable provisions of the Collective Bargaining Agreement. In addition, the medically restricted employee is expected to show an active, continuing interest in being placed in the workforce. Placement options may include appropriate vacant jobs and displacement of lower seniority employees occupying jobs which the medically restricted employee can perform.

ML-LP-029 - UAW Branding

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During these negotiations, the parties discussed the pride that employees have for both the UAW and Volkswagen, and the significance of collaboration between the two. To that end, the Company will agree to display the UAW Wheel on the windows and doors of the Union office under the following parameters:

- For each exterior door of the office, one UAW Wheel logo displayed that is no larger than 12 inches by 12 inches.
- For the windows of the office, one UAW Wheel logo displayed that is no larger than 15 inches by 15 inches.

Additionally, the name of the Union may be displayed once on both the window and doors in a font size that may not exceed 5 inches high and $\frac{3}{4}$ inch spacing between the letters.

ML-LP-071 - Names and Address of Members Miscellaneous Letters

The company shall provide the Local Union President and Local Union Financial Secretary the names of all employees covered by this Agreement together with their addresses, and status (Active, Separation, Quits, Death, Furlough, Laid off) as they then appear on the records of the company. This list is to be provided on the last business day of each month. The union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

PS-003 Shutdowns

Section 1.6 Shutdowns Notification of pre-planned Summer shutdowns will be received by the Union Chairman and membership no later than February 1 each year.

PS-073 Inverse Seniority

Upon request of the Union, the parties shall enter into an agreement applying the concept of inverse seniority where: (1) the layoff is for a definite time and limited duration and (2) all probationary employees have been laid off from the affected group referred to below. The Union agrees that any such agreement shall give full consideration to and shall not impair plant operating efficiencies, including, but not limited to, those inefficiencies which might occur as a consequence of undesirable bumping or replacement of employees. Consistent with this requirement, it is further agreed that employees shall be laid off and recalled under the terms of this inverse seniority layoff procedure by groups (defined by classification and shop to be negotiated by the parties). It is expressly understood that the parties shall not enter into arrangements which permit employees on inverse seniority layoff to return to work to be replaced on layoff by other employees during the period of limited layoff. Nor will an employee who is laid off pursuant to an inverse seniority arrangement be permitted to return to work as a result of exhaustion of, or disqualification

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from, State Unemployment Compensation Benefits or Company-provided Supplemental Unemployment Benefits. Nothing in the foregoing shall preclude the Company from recalling any employee prior to the expiration of the limited layoff period. If the Union believes that a particular layoff which does not meet the above criteria warrants the application of inverse seniority, it may make a request to that effect to the Company.

(f) **Limitation on Use**

The temporary layoff provisions shall not be used for the purpose of avoiding seniority adjustments by scheduling a series of temporary layoffs to meet planned production needs.

PS-073-089 Layoff/Reduction of Workforce

In the interest of providing for the security and stability of the Bargaining Unit Membership employed at VW Chattanooga, the Company and Union agree to the following language addressing the issues of layoffs and reductions of the workforce.

Section 1. Layoff Definitions. The following defined layoffs are distinct from Company-scheduled Shutdowns or Holiday periods, typically paid by the Company. The term "layoff" when used in this Agreement means a reduction in the working force, and includes the following definitions:

- A. Temporary Layoff ("Furlough"). A Temporary Layoff ("furlough") means a reduction in the working force for a defined period of time (begin and end date) for any reason not set forth in Subsection (C) below.
- B. Indefinite Layoff. An Indefinite Layoff means a reduction in the working force for an unknown or indefinite duration for any reason not set forth in Subsection (C) below.
- C. Temporary Adjustment. A Temporary Adjustment means a reduction in the working force necessitated by unplanned occurrences which require partial or full curtailment of operations and over which Management has no control. Such occurrences are usually for a defined duration and are caused, for example, by parts or material shortages, machinery or equipment failures, temporary tooling or production difficulties, labor disputes, emergencies, or acts of God.
- D. Inverse Furlough. An Inverse Furlough means a voluntary furlough offer based on highest to lowest seniority.

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Section 2. Notice of Layoff. The Company will give to the Union Chairperson a five (5) days' notice of any layoff except:

- A. In the case of a temporary adjustment when the circumstances causing the reduction in force make it impracticable for Management to give such notice;
- B. When employees are displaced by employees returning to work from leaves of absence; or
- C. When employees are displaced by Skilled Trades employees or Team Leaders returning to production.

Section 3. Layoff Procedure for Temporary Layoffs ("furlough"). When there is a Temporary Layoff, employees on each shift in each classification and in each department or such processes of departments performing substantially similar work will be laid off as follows:

- A. Temporary employees will be laid off first.
- B. Employees with seniority will be offered the option to be laid-off voluntarily in the inverse or descending order of their seniority with the most senior employee being offered layoff first. They will be advised of the expected duration of the layoff and their scheduled return date.
- C. If the expected duration of the Temporary Layoff is subsequently extended to a later but definite date, employees laid off pursuant to voluntarily accepting the layoff will be afforded the option of returning to work on the date originally scheduled or remaining on layoff for the duration of the defined extended period. An employee who elects to return on the originally scheduled date will displace the least senior employee on the shift in the classification/process in the department.
- D. If it becomes necessary to recall employees laid off under this provision prior to the date originally planned, such recall shall be offered based on highest to lowest seniority.
- E. If, after employees are temporarily laid off under this provision and it is determined in a department or processes of departments that the Temporary Layoff will be extended for an indefinite period of time, the work force in the department or processes of departments including those employees on Temporary Layoff will be adjusted within ten (10) working days in accordance with Layoff Procedure - Indefinite Layoffs (Section 4).

Section 4. Layoff Procedure - Indefinite Layoffs. When there is an Indefinite Layoff, employees shall be laid off or displace other employees in the following manner:

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- A. Temporary employees will be laid off first on a plant-wide basis.
- B. Employees with lesser seniority will be laid off in each process or, where applicable, department according to seniority.
- C. As soon as practicable, but no later than fourteen (14) days after such a layoff, employees laid off from a department or from a process shall displace employees in the plant with less seniority.
- D. Employees recalled from a layoff shall be recalled according to their seniority and shall report to work. If an employee is unable to report on the recall date, the employee must substantiate the reasons why they were unable to report. If the employee is not physically able to perform the recalled position (for example, not passing silo test) such employee shall stay on layoff until the next recall without loss of seniority.
- E. Any employee laid off as part of an Indefinite Layoff will retain recall rights by seniority for up to two (2) years
- F. Any Team Leader that is reduced out due to a layoff, in first instance, will replace lowest seniority in that department, but they must have higher seniority than the person they are replacing.
- G. Any Equipment Operator that is reduced out due to a layoff, in first instance, will replace lowest seniority in that department, but they must have higher seniority than the person they are replacing.

Section 5. Work Opportunity for Laid-Off Employees. The Company agrees that in employing new people in any process, it will give work opportunity first to qualified laid off employees, and then to qualified employees of other departments of the plant. These opportunities could also be in the form of temporary positions as Temporary Employees as such are defined in section < ., > relating to the TPT Program. (TPT Program subject to main table approval).

Section 6. Skilled Trades Reduction in Workforce/ Layoff and Recall. In addition to the above, the following applies to Skilled Trades. The following provisions will apply to Reductions in Workforce, Layoffs, and Recalls of Skilled Trades employees:

- A. When a reduction in force/layoff occurs by classification, where apprentices are employed, the least senior apprentice(s) shall be laid off first using seniority. A tie will be broken by plant seniority (date of hire). Apprentices so laid off shall have the right to use their production seniority, if any, to displace

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the least senior employee in production by classification based on the date of original hire. No journeyman shall be laid off until all apprentices up to the ratio have first been laid off.

- B. In a reduction in force/layoff affecting a Skilled Trades journeyman by classification, the least senior Skilled Trades journeyman(s) in that classification shall be laid off first using seniority (date-of-entry into the trades). Any Skilled Trades journeyman(s) so laid off whom at one time had production seniority, would go to work available first, then use their Company (plant) seniority to displace the least senior employee in production. Externally hired Skilled Trades will use date of hire/date of entry as production (plant) seniority date.
- C. The Company will recall Skilled Trades journeyman(s) to their classification in seniority order, beginning with the most senior first.
- D. Recalled Skilled Trade journeyman(s) and apprentice(s) will be assigned to Company designated openings within their classification subject to this Supplement concerning the filling of openings at the Company's discretion. The overall competency and skillset of the recalled employee will be considered when placing them and employee cannot be placed on a job unless the requisite skills are confirmed by the Company in its discretion. Where possible, or as soon as practicable, recalled Skilled Trades journeymen will be placed in the position they vacated as a result of the layoff.
- E. When recalling apprentices, it shall be in accordance with their date of entry into the Apprenticeship Program. Apprentices so recalled shall be reinstated in the Apprenticeship Program at the number of hours and school status achieved at the time of layoff. It is expected that courses in progress would be completed by the apprentices at no cost to them. It is noted that particular courses may need to be restarted for the apprentice.

Section 7. Procedures for Temporary Adjustments. For the first fourteen (14) days of a Temporary Adjustment as defined above, the Company shall have the discretion to adjust the workforce without regard to seniority. Thereafter, the Temporary Layoff Procedure, Section 3 above, shall be applied.

Section 8. HR Layoff Report.

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An HR Layoff report of layoffs and recalls will be given to the Union Chairman upon request.

Section 9. Establishment of Designated Areas. The establishment of areas and classification are not yet agreed upon and will have to be discussed at the main table

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Article VI Company Responsibility (MT)

MT-026 MANAGEMENT RIGHTS

The Company retains the sole right to operate and manage its business in all respects to maintain order and efficiency in our plant. The Company will determine the machine and tool equipment to be used, the products to be manufactured, the scheduling of its production, the processes and methods used, quality management systems, and the right to determine the location of any new plants. Additionally, the Company will retain all designing, engineering, and the sourcing and control of raw materials, semi-manufactured and finished parts which may be incorporated into the products manufactured.

The Company has the right to hire, promote, lay off, assign, and discharge or discipline for just cause, subject to the right of any employee to lodge a grievance in the manner and to the extent as herein provided.

The Company has the right to make and/or alter rules and regulations, not in conflict with this Agreement, as it may from time to time deem best for the purposes of maintaining order, safety, and/or effective operation of the Plant, and after advance notice thereof to the Union and the employees, to require compliance therewith by employees. The Union reserves the right to question the reasonableness of the Company's rules or regulations through the Grievance Procedure.

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Article VII Strikes, Stoppages and Lockouts (MT)

See Settlement Agreement

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Article VIII Grievance Procedure (DSG)

DSG-021-022-023-024-025 GRIEVANCE PROCEDURE

Section 1. Introduction & General Provisions

All Grievances shall be addressed and resolved exclusively through this Article.

The parties shall mutually agree to make a sincere and determined effort to settle disputes prior to initiating the Grievance Procedure. The intent is to settle meritorious Grievances at the lowest possible stage of the Grievance Procedure.

Any Grievance that either (a) is not processed (b) is disposed of in accordance with this Grievance Procedure shall be considered settled, and such settlement shall be final and binding upon the Company, the employee(s) involved, and the Union and its members.

The Union and the Company may mutually agree, in writing, to extend time limitations at any stage of the Grievance Procedure (except with respect to the right to present an individual Grievance as set forth in Section 2 of this Article). The Union shall, in these cases, remedy the alleged violations by the Company, in regard to this Agreement (or other past practices, policies, etc). Furthermore, the Union will be the exclusive representative of the interests of each employee or group of employees covered by this Agreement. Only the Union shall have the right to assert and press against the Company any claim, proceeding or action asserting a violation of this Agreement.

No employee or former employee shall have any right under this Agreement in any claim, proceeding, action or otherwise on the basis, or by reason, of any claim that the Union, or any Union Officer, or Representative has acted or failed to act relative to presentation, prosecution or settlement of any Grievance or other matter as to which the Union or any Union officer or representative has authority or discretion to act or not to act under the terms of this Agreement.

“Days” pertaining to the grievance process, shall be defined as “scheduled worked days” unless otherwise specified.

A “Grievance” is defined as a complaint alleging that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement, or of any rule, policy, practice, or regulation of the Company.

A “Group Grievance” is defined as, and limited to, those grievances that cover more than one employee and which pertain to like circumstances and facts for the grievant(s) involved.

Grievances not related to disciplinary matters must be reduced to writing and filed at the appropriate stage of the grievance procedure within 14 days of when the employee or group of employees knew of a grievable issue, unless otherwise mutually agreed to.

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A Grievance shall be reduced to writing on a mutually agreed upon form which will be produced by the Company.

During the 2024 negotiations, the parties have agreed to a problem resolution form. TA DSG-007

DSG-006 Peer Review Removal

During the 2024 negotiations, the Union and the Company have agreed upon the cessation of the Peer Review Procedure for bargaining unit employees due to the implementation of a Grievance Procedure.

Section 2. First Stage Grievance

Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion.

(a) Initial Oral Discussion

An employee believing they have cause for grievance may initiate the First Stage of the Grievance Procedure by discussing the matter directly with their Supervisor, or they may take it up with their District Committeeperson and Supervisor.

It shall be the obligation of the Supervisor and District Committeeperson to make their best efforts to assure that timely and thoughtful consideration is given to every Grievance that is discussed within the scope of their ability and authority.

Initial oral discussion with the Supervisor shall be required for further processing of a Grievance and failure to honor a request for oral discussion shall be a proper basis for taking the Grievance to a second oral discussion step.

In the event oral discussion with the employee's Supervisor does not satisfactorily resolve the Grievance, it will be documented and provided to the Supervisor by the District Committeeperson.

(b) Second Oral Discussion

In the event the Grievance has not been satisfactorily resolved in the initial oral discussion and the District Committeeperson wishes to appeal the Grievance further, the District Committeeperson shall meet with the Area's Manager/Assistant Manager (or their designee) within two working days after the initial oral discussion. Such Company representative shall verify on the "Record of Oral Discussion" form that the second oral discussion has

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been held. It is understood that if a Human Resources Representative is designated as the other Company representative and both Company representatives attend the meeting, then the Bargaining Committee Representative may also attend.

Local Shop specific arrangements for weekly meetings in the second oral discussion step may be established where deemed mutually desirable for improving the effectiveness of oral discussion of Grievances.

It is important to note, that in no case in this section (regarding the 2-day time limit) shall the grievance be closed unless agreed upon by both parties.

(c) Disposition of Grievances

The terms of settlement of any Grievance in this stage shall be memorialized in writing on the "Record of Oral Discussion" form. Both parties shall receive copies of any settlement.

(d) Referral to Bargaining Committee Representative

If the Grievance is not satisfactorily resolved in the second oral discussion step and the District Committeeperson wishes to appeal the Grievance to the Second Stage, they shall so specify on the "Record of Oral Discussion" form and submit three copies of said form to the Company representative who conducted the second oral discussion. This must be executed within two (2) working days following such discussion. The Company representative will enter their response on the second oral discussion form and return two copies to the District Committeeperson within two (2) working days following receipt. The District Committeeperson shall enter thereon his complete investigation of the facts and the results of the oral discussions. The District Committeeperson shall submit a copy of the completed form to the Bargaining Committee Representative and a copy to the designated Company representative within two (2) working days. If the Bargaining Committee Representative believes the Grievance to be well founded and is satisfied that the obligation for oral discussion has been met, it may carry it to the Second Stage.

Section 3. Second Stage Grievances

Second Stage Grievances shall be processed in accordance with the following provisions:

(a) Written Grievance

If the matter is not disposed of in the oral discussion steps at the First Stage, and it has been appealed to the Second Stage by the Bargaining Committee, it shall be reduced to writing on the form known as Employee

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Grievance, Second Stage. Incorporated in this form shall be a “statement” setting forth all the facts relied on and specifying, when possible, the Section or Sections of the Agreement claimed to have been violated.

(b) Presentation to Company

The Bargaining Committee Representative shall, within seven (7) days following receipt of the “Record of Oral Discussion Form,” present the Grievance in writing to the designated Company representative for consideration at the Shop/Area Unit Grievance Meeting. The Grievance will be presented in triplicate.

(c) Unit Grievance Meeting - Agenda

Unless it has previously been withdrawn or satisfactorily adjusted, the Grievance shall be considered at the next Unit Grievance Meeting which starts at least seven (7) days after the timely written presentation of the Grievance for consideration.

(d) Unit Shop/Area Grievance Meeting

A Shop/Area Grievance Meeting shall be held at a regularly scheduled time each week (unless a longer interval is agreed upon locally) if there is business to be transacted, and shall continue on consecutive working days, until all business before it has been completed. It shall be attended by not more than four Union Representatives and by not more than four (4) Company representatives.

(e) Withdrawal or Adjustment of Grievance

The Bargaining Committee Rep shall have power to withdraw a Second Stage Grievance, and the designated Company representative shall have the power to adjust a Second Stage Grievance.

(f) Time Limit on Disposition

The Shop/Area Manager or designee will give their decision in writing to the Committee Chairperson on all Grievances considered at the Shop/Area Grievance Meeting not later than seven (7) days after the last session of the meeting.

Section 4. Third Stage Grievances

If a satisfactory disposition of the Grievance is not made in the Second Stage, the Union may, if it considers the Grievance to be well founded, carry it to the Third Stage. Third Stage Grievances shall be processed in accordance with the following provisions:

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(a) Appeal Procedure

The Chairperson shall within seven days of the written disposition in the Second Stage give written notice to the Labor Director or their designee on triplicate copies the Third Stage Grievance form that the Grievance is appealed to the Plant Review Board. The Grievance must specify as provided in **Appendix N** whether a claim of discrimination is included in the Grievance.

Within fourteen (14) days after notice of appeal has been given by the Chairperson the parties will prepare and exchange a complete and detailed statement of all the facts and circumstances surrounding the Grievance.

No Grievance shall be considered by the Plant Review Board in the Third Stage until the next meeting after the prescribed statement of facts has been presented on behalf of the Union.

(b) Statement of Fact and Position

Each party's statement shall be in detail sufficient to reasonably apprise the other party of the nature of (i) the Grievance and the issues involved, (ii) the contentions made in support of the party's position on the issues, (iii) the basic facts relied upon in support of such position, and (iv) where a claim of discrimination is included in the Grievance, a statement of the facts and circumstances supporting such claim.

Such statements shall fix the nature of the Grievance and of the issues for all subsequent consideration of the case in the Grievance Procedure (including the Fourth Stage), and if either party shall attempt to deviate materially from the contents of such statement after furnishing it to the other party, the Grievance shall be remanded to the Second Stage for reconsideration unless the other party agrees otherwise.

It is the purpose and intent of this Subsection to assure that there shall be full discussion and consideration of the Grievance, on the basis of a full disclosure of the relevant facts, in the voluntary stages of the Grievance Procedure.

(c) Referral to Local Civil Rights Representative (Designee)

The Bargaining Chairperson or the Chairperson's designee, before deciding whether to take a Grievance which includes a claim of discrimination under **Appendix N** to the Plant Review Board, may refer the Grievance to the Civil Rights Representative of the Local Union for a factual investigation and

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report. Such report must be completed and the Grievance returned not later than seven (7) days following referral, provided that such period may be extended by mutual agreement. Upon return, the Grievance will be taken up at the next scheduled meeting of the Review Board.

(d) Third Stage Grievance Review Boards

The 3rd Stage Review Board shall be composed of two (2) persons representing the Union and two (2) persons representing the Company. The Union representatives shall be an International Representative designated by the Regional Director of the area, who shall be the ranking Union representative, and the Chairperson of the Unit. The Company representatives shall include one member of line Management (or designee) and the Labor Director (or designee).

The Labor Director or their designee will provide a written response within twenty-one (21) calendar days of receipt of the appeal. If the response is not acceptable to the Union or if the Labor Director or designee does not respond in a timely manner, the Grievance may be advanced to Arbitration.

(e) Review Boards - Agenda

Grievances shall be heard, unless previously withdrawn or satisfactorily adjusted, at the first regular session of the Review Board, scheduled not less than fifteen (15) calendar days after timely written appeal thereof to the Board, unless a shorter period is agreed upon locally.

(f) Review Boards - Schedule of Meetings

The Plant Review Board shall meet at a regularly scheduled time every other week if there is business to be transacted and shall continue on consecutive working days until all business before it has been completed, unless a different schedule is agreed upon locally.

(g) Review Boards - Dispositions

After the Grievance has been discussed at the Plant Review Board session the Company shall furnish a copy of its decision in writing and a copy of a summary of the minutes of the meeting to the Union representatives on the Review Board within seven (7) days after the close of the session.

(h) Power to Withdraw or Adjust Grievances

The Union shall have power to withdraw a Third Stage Grievance, and the designated Company representatives shall have the power to adjust a Third Stage Grievance.

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(i) Authority of Regional Director

The Regional Director or his/her designated representative shall have the power to settle or withdraw on behalf of the Union any case or cases appealed to his/her level of the procedure, either before or after the Third Stage disposition by the Company is received, that in his/her judgment does not merit appeal to the next step.

Section 5. Disciplinary Cases

(a) Notice of Action Taken

When an employee, whether present or absent, is given a disciplinary discharge, layoff, suspension, reprimand and/or warning, which is affixed to the employee's personal record, the District Committeeperson will be promptly notified in writing of the action taken.

(b) Waiver of Representation

The Company will inform the employee of representation rights. When an employee signifies not wanting to have the employee's Committeeperson present at a disciplinary hearing or during an investigatory interview, the employee shall sign a waiver to that effect.

(c) Time Limit on Grievances Filed for Disciplinary Action

Such disciplinary action will be deemed final and automatically closed unless a written Grievance is filed within five (5) working days from the time of presentation of written notice provided for in Subsection (a) of this Section. For the purpose of this Section, the phrase "working days" shall not include regularly scheduled days of rest for employees on necessary continuous seven (7)-day operations.

(d) Stage at Which Grievance Initiated

Where such disciplinary action is taken following a hearing at which the employee's Committeeperson has been present, or is taken by a Company representative other than the employee's Supervisor. Any Grievance protesting such action shall be initiated at the Second Stage of the Grievance Procedure, subject to the five (5) working day time limit and the requirement that the employee sign the grievance, except that this latter requirement shall not be applicable where disciplinary action is taken against an employee in absentia.

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Section 6. General Group Grievances

General Group Grievances affecting the employees in a Shop/Area as a whole may be initiated by the Shop/Area Committeeperson directly at the Second Stage.

Section 7. Postponement of Action on Grievances

At any Unit Grievance Meeting or meeting of a Review Board, a Grievance may be reserved by mutual consent for further investigation and consideration at a subsequent meeting, in which event the applicable time limits shall be measured from the close of such subsequent meeting.

Grievance Procedure

Stage	Attendee (s) for the: Union	Attendee for the: Company
First Stage - Oral Discussion #1	Employee District Committeeperson (if requested)	Supervisor
First Stage - Oral Discussion #2	Employee District Committeeperson	Manager/Assistant Manager
Second Stage	Bargaining Committee Rep	HR Representative
Third Stage	Chairperson UAW International Representative	HR LR Director 2 ND Member of Management

DSG-026,027,028,029,030,031,032 Grievance Procedure

Section __ Fourth Stage - Appeal to Umpire/Right to Strike

If a satisfactory disposition is not made of a grievance by the Review Board, the case may be appealed to the International Union.

Appeal to Umpire:

(a) **Time for Appeal**

Notice of appeal shall be given within four (4) weeks from the date of the decision of the Review Board as required in Section 4 Paragraph D of this Article.

(b) **Notice of Appeal - To Whom Given**

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Such notice shall be given by the International Union to Labor Relations at the Company and to the designated Umpire, with a copy to the designated Company representative in the plant where the grievance arose.

(c) Notice of Appeal - Content

The notice of appeal shall specify the issue raised by the grievance and shall include a statement of the nature of the grievance and the award requested.

Right to Strike:

(a) See Settlement Agreement

Section __ Withdrawal or Settlement after Appeal

The International Union is authorized to withdraw or settle with the Company any grievance appealed by the Union to the Umpire at any time before it is heard by the Umpire.

After a case upon which the Umpire has been heard by them, it may not be withdrawn by either party without the consent of the other.

Section __ Briefs and Stipulations

(a) Briefs in Umpire Cases

In all cases, either party may file a brief within thirty (30) days following the time of hearing. Briefs shall be exchanged simultaneously with the Umpire.

If the number of all open grievances at fourth stage exceeds two (2) on the date a discipline or discharge hearing is confirmed, the parties will provide oral closing statements in that hearing. Additionally, the parties can mutually agree to post-hearing briefs at any time.

A copy of any brief filed with the Umpire shall be filed concurrently with the opposing party.

The Umpire, for good cause shown, shall have the power to extend the time for filing of briefs, if applicable.

(b) Stipulations of Facts and Issues

Upon issuance of the agenda by the Office of the Umpire Permanent Panel, the parties may agree upon written stipulations concerning the facts and issues in the cases scheduled for hearing. Agreed upon stipulations shall be submitted to the Umpire and shall be final and binding upon the parties and the Umpire in the proceedings in the instant case. The Umpire will not

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permit the introduction of testimony or evidence on matters which have been stipulated.

Section __ Umpire Office - Filing of Notices and Briefs

The Umpire shall provide an email address or mailing address to the parties for purposes of all filings and notices during and after the hearing.

Section __ Umpire Proceedings

(a) Hearing Schedules; List of Pending Fourth Stage Appeals; Agenda

Thirty (30) days prior to the date of the hearing, the Office of the Umpire Permanent Panel shall issue the agenda for the hearing. It will list unresolved Fourth Stage appeals in chronological order by date of appeal. Cases will be heard by each Umpire on a rotational basis in the same order. Notwithstanding the foregoing, procedures governing discharge and discipline cases, and further procedures governing hearing schedules, agendas and related matters shall be determined by the designated representatives of the International Union and Labor Relations of the Company.

(b) Investigations and Hearings by Umpire

The Umpire may make such investigation as they may deem proper. The Umpire will hold hearings open to the parties and may examine the witnesses of each party and each party shall have the right to cross-examine all witnesses produced and to make a record of all such proceedings.

Section __ Time Limits for Umpire Decisions

It shall be the obligation of the Umpire (to the Company and the Union) to rule on cases heard by them within thirty (30) days after the hearing. Priority shall be given to deciding discharge cases. If, for good and proper reasons additional time is required, the Umpire may request an extension of the time limits set forth above by the parties and a reasonable extension thereof shall be granted.

Section __ Umpire's Inability to Meet Time Limits; Temporary Umpires

Should the grievance case load become so great that the Umpire Permanent Panel is unable to comply with the time limit specified in Section __ of this Article, the International Union and the Company will mutually agree to a solution that enables timely resolution of grievances at the Fourth Stage.

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The mutually agreed upon solution shall follow the same procedure and shall be bound by the same provisions of this Agreement.

Section __ Powers of Umpire

(a) Scope of Powers

The Umpire shall be empowered, except as their powers are limited below, after due investigation, to make a decision in cases of alleged violations of the terms of this Agreement or supplementary agreements thereto, of grievances expressly subject to the Grievance Procedure.

(b) Limitations on Powers

The powers of the Umpire are limited as follows:

(1) Changes in Agreements

They shall have no power to add to, or subtract from, or modify any of the terms of any agreement.

(2) Matters within Company Discretion

They shall have no power to substitute their discretion for the Company's discretion in cases where the Company is given discretion by this Agreement or by any supplementary agreement, except that where they find a disciplinary layoff or discharge is in violation of the standards set up in this Agreement, they may make appropriate modifications of the penalty.

(3) Negotiable Matters

They shall not have the power to address those cases where the parties have in their contract agreed that further negotiations shall or may provide for certain contingencies to cover certain subjects.

Section __ Government Approval of Awards Where Required

If any award of the Umpire requires the approval of any governmental agency, the said award will be subject to such approval.

Section __ Finality of Umpire Awards; Exclusiveness of Remedy

There shall be no appeal from an Umpire's decision. It shall be final and binding on the Union, its members, the employee or employees involved, and the Company. The Union will discourage any attempt of its members and will not encourage or cooperate with any of its members in any appeal to any Court or Labor Board from a decision of the Umpire.

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Neither the Union nor its members will attempt to bring about the settlement of any claim or issue on which the Umpire is empowered to rule by any other means.

Section __ Umpire Fees and Expenses

The fees and expenses of the Umpire will be shared equally by the Company and the Union.

The expenses of any witness called by the Umpire shall be allocated to the parties by the Umpire, in their discretion. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other.

Section __ Initial Selection and Tenure of Umpire Permanent Panel

The Umpire shall be a person selected by the union and shall continue to serve only so long as they continue to be acceptable.

In order to establish the initial Umpire Permanent Panel, the parties will solicit a list of seven (7) arbitrators from AAA (American Arbitration Association). Once the list is provided, the parties on a rotating basis will strike arbitrators until there are three remaining. This will establish the first permanent panel. Either party shall have the right to request a different panel no more than once during the duration of this Collective Bargaining Agreement.

Section __ Termination of Umpire

(a) Notice

If at any time either party desires to terminate the service of an Umpire, it shall give notice in writing to that effect, specifying the date of termination, and sending one copy to the Umpire and one copy to the other party. Neither party may terminate the services of an Umpire during and or after the hearing prior to the ruling.

In the event the Umpire has been terminated, the parties will identify a replacement within ninety (90) days.

In order to replace the Umpire, the parties will solicit a list of seven (7) arbitrators from AAA (American Arbitration Association). Once the list is provided, the parties on a rotating basis will strike arbitrators until the replacement remains.

This process will apply to any and all vacancies.

(b) Disposition of Pending Cases

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The party terminating the Umpire's services shall specify in its notice whether or not it is agreeable to have said Umpire render decisions in all cases pending before them up to the date of said termination, and if it determines that the Umpire may decide such pending cases, the Umpire shall render decisions thereon not later than thirty (30) days from the date of said notice.

If the party terminating the services of the Umpire elects not to have the cases pending before them decided by that Umpire, they shall render no further decisions subsequent to the time fixed in the notice, and all cases then pending before them shall be referred to their successor or to any other person the parties may agree upon.

Section __ Back Pay

(a) Time for Payment

Back pay awards shall be paid within thirty (30) days of such award except where the work involved makes it impractical.

(b) Computation

Any claims for back wages will be limited to the amount of wages an employee would otherwise have earned from employment with the Company during the period of the alleged violation, less any Unemployment Compensation received. The methods of computation must be jointly discussed and agreed to by the parties on a case-by-case basis. Any dispute in this method, the Umpire will be retained to resolve the dispute.

Section __ Extension of and Failure to Meet Time Limits

The time limits at any level of the Grievance Procedure may be extended by mutual written agreement of the parties. Any grievance upon which a disposition is not made by the Company within the time limits prescribed in this Article or such extension as may have been agreed to may be referred to the next stage in the Grievance Procedure, the time limit to run from the date the time for disposition expired.

Any grievance not carried to the next stage by the Union within the time limits prescribed herein, or such extension as may have been agreed to, shall be automatically moved to the next stage.

The term "week" as used in this Article means calendar week unless there are extenuating circumstances such as any leave or layoff.

Section __ Notice to Other Party of Grievance Representatives

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Each party shall promptly notify the other in writing of the representatives it has designated pursuant to this Article, and of any changes therein.

Section __ International Representatives - Permission to Enter Plants

To facilitate the operations of the Grievance Procedure, representatives of the International Union may enter the Company's plants to investigate grievances in the Third and Fourth Stages, when their presence is necessary and appropriate, provided they have secured prior permission of the Company.

In requesting such permission, the Union representative shall designate the grievances they intend to investigate.

The Company representative will grant permission for the Union representative to visit the plant after a mutually agreeable date and time has been set.

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Article IX Skilled Trades (SKT)

SKT-015 Preamble

The Company and the Union are committed to fostering a Skilled Trades workforce that maintains pride, ownership, and confidence in the work they do. These important qualities are crucial to maintaining equipment reliability which is a critical foundational pillar in the operating philosophy of the facility.

The joint parties recognize the importance of a well-trained, properly equipped, and effective Skilled Trades workforce to the success of both organizations. The safe, efficient, and collaborative execution of Skilled Trades contributions to operational success are the goals of the company and the Union, jointly working together to foster these important principles.

Among the important topics that the Company and the Union will work toward together, include health & safety excellence, overall Skilled Trades effectiveness, quality of work-life, working conditions, Skilled Trades knowledgeable representation/leadership, job security, operational learning, and equipment reliability.

The Company and the Union realize that achieving our goals are more than words in an agreement. The parties believe that understanding and respect for their rights and responsibilities is crucial to our joint goals. The parties believe that sincerity, and transparency will serve the joint parties well toward serving the best interests, and well-being of all Skilled Trades employees, and the business.

SKT-015B Skilled Trades Advisory Committee (STAC)

To assist with the Skilled Trades Article implementation, advisory expertise, and provide joint leadership guidance, a Skilled Trades Advisory Committee will be established. The committee will consist of the appropriate Company and Union representatives which will be established upon ratification of the agreement as soon as practical. The committee will meet every month on company time, to discuss matters pertaining to this Skilled Trades article and the implementation thereof. The parties may mutually agree to alter the frequency of this meeting on an as needed basis. It is not intended the committee will alter management rights, or the terms of the agreement.

The Company Head of Manufacturing or equivalent, and the Union Chairperson will serve as ex officio members of the STAC committee. They will select the maintenance leadership for the committee for their respective organizations.

The STAC will be composed of three Company and three Union members, including two Company maintenance leaders and a Company Apprentice Representative, and a Union Committee Skilled Trades Representative. A Union Committee Member Knowledgeable

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in Skilled Trades, and a Union Apprentice Representative who will be focused on upskilling, reskilling, and apprenticeship responsibilities. Additionally, the members of the STAC committee may add any other Subject Matter Experts (SMEs) deemed appropriate as defined by the committee, including SMEs needed to supplement the apprenticeship program resource allocations on an as needed basis.

This Skilled Trades article shall apply to all Skilled Trades and Apprentices as applicable herein.

SKT-024 Direct Hiring into Skilled Trades

The Company and the Union are committed to ensuring the competency of Skilled Trades employees to safely and effectively perform Skilled Trades work. When directly hiring Skilled Trades employees, externally or internally, and where practical, the following qualifications will be considered:

- Completion of a bona-fide apprenticeship program with standards equivalent to the Apprenticeship Standards outlined in this Agreement, or
- Eight (8) years of documented experience in the trade, or
- Experience and training equivalent to that required to complete a bona-fide apprenticeship program.

In applying this policy, it is understood that the Company must maintain appropriate flexibility to be able to meet its skilled workforce requirements in those unusual situations where applicants who fully meet the criteria are unavailable. Nothing herein shall modify, limit, or restrain the Company's sole and exclusive right to hire.

Qualified internal candidates shall be considered first before hiring external candidates.

All candidates hired to perform Skilled Trades work will be trained to the relevant standard for their hired trade. This upskilling will be facilitated by the Joint Apprentice Committee as quickly as practicable.

SKT-025 Training

Due to the unique and potentially high-risk nature of Skilled Trades work, technical training is required to maintain the jointly established competencies for the Skilled Trades workforce. The Company agrees that it will provide any technical training, licenses, certifications, and any internal qualification required by the Company or by applicable law or regulation and will pay all necessary costs associated with such training. Any applicable premiums as set forth in the Agreement will be paid for time spent training. Training shall be held during the day shift/(1st) as a standard and, when possible, developed for additional existing shifts. Negative impacts to those assigned to other shifts will be referred to the STAC for mitigation. The purpose of this training will be to help the Skilled

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Trades employees maintain and enhance their core skills, establish new skills through upskilling, and update safety awareness and knowledge for risk mitigation.

In cases of new technologies, equipment, and processes, the Company will provide training, and hands on experience to efficiently and safely implement new technologies, equipment, and processes into the plant. The Company will provide this training based on the technology/equipment needs within each shop.

Every attempt will be made to allow Skilled Trades to attend necessary training. In the case of unforeseen circumstances such as emergency breakdowns it may be necessary to reschedule trainees for training. If a Skilled Trades employee(s) is denied the opportunity or is removed from training, then rescheduling of said employee(s) will be a priority. The Company will utilize a process of train-the-trainer, using Skilled Trades Trainers where possible/practical. A Skilled Trades person who shows aptitude to conduct technical training may volunteer to provide such training. The train-the-trainer process will be overseen by the designated Skilled Trades joint leadership. The STAC will review and make recommendations for those Skilled Trades persons who volunteer to conduct technical training.

Basic training on delivering content to adult learners will be jointly identified within 180 days of the ratification of the Agreement; it will then be developed within 180 days of the content identification. Existing resources such as elements of Training Within Industry (TWI) may be used if applicable to effectively prepare trainers of Skilled Trades work. New Trainers will receive this training as part of onboarding as trainers.

Material related to training content will be given to training participants.

The Company and the Union recognize the unique risks and challenges Skilled Trades employees face while troubleshooting equipment. Within 180 days of ratifying the Agreement, the Company will initiate the development of a Troubleshooting Training strategy with input from the STAC. Content will be centered around general troubleshooting techniques and the use of available technologies to safely perform the tasks. The approved training may consist of a hybrid platform utilizing both stand-up trainers and electronic elements, and part of the yearly training requirements for all Skilled Trades team members and leaders. Training content can include plant equipment risks and the general risks included with the act of troubleshooting.

The Company is committed to creating a space for “safe” and transparent discussion, both in and out of training environments, which would allow management to learn about any real-world issues regarding the application of lockout Skilled Trades are experiencing without being afraid of a negative response. Skilled Trades employees may provide feedback related to Lockout at any time to their Supervisor, Safety Guide, Safety Lead, Safety Representative, Skilled Trades Representative or any member of the Skilled Trades Safety Committee. Examples of feedback include but are not limited to, ease of

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lock out, availability of lock out devices, clarity of the process, concerns around lock out challenges on specific equipment, placarding concerns, and suggestions on improving the program. Incidents and near misses of any kind, that could have a high potential for risk of injury, will be communicated, to the Supervisor and/or Safety, to facilitate sharing and drive potential system improvements.

On an annual basis, the members of the Joint Skilled Trades Safety Committee will conduct small group and/or one-on-one discussions with all Skilled Trades employees to allow for candid and open exchange about all aspects of the energy control and lockout program. The discussions will be facilitated in a quiet space where information can be shared without fear of retaliation or criticism. The goal is to understand any challenges, unique barriers, and improvement ideas to ensure utilization of the best energy control and lockout processes and methods. Any unforeseen or novel concerns the Skilled Trades employees are experiencing will be mitigated or resolved where practicable to strengthen the program for all those who apply energy control and lockout. The Company and the Union will pursue a strategy of making intended safety applications the easiest ones to implement where practicable. This is typically achieved in the design and build phases upstream.

An annual senior leadership message will be distributed to the Skilled Trades workforce. The message will tie the topics of energy control and lockout into the Company's values as well as highlight the expectations around high-risk work. Where appropriate, the STAC will provide input for the content of the message based on feedback about the program from Skilled Trades.

SKT-032 Learning Organization

The parties discussed at length the value that learning principles bring to the organization. Understanding the complex work that is required to operate the facility from the experts who perform it, is crucial to continuous improvement. To instill learning into the culture, the joint parties will focus on key enablers in order to foster this desired cultural element at all levels of the organization.

1. Creating an environment that enables transparent and professional dialogue about the work without fear of reprisal. This is done by fostering psychological safety at all levels.
2. Instilling a sense of inquiry and understanding in response to incidents where the context of the work is sought out in order to improve the system.
3. Valuing open dialogue and feedback from those who perform the work including positive reinforcement and recognition that encourages such dialogue.

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4. Encouraging worker centric metrics that enlist their feedback to the barriers to accomplishing their work. Metrics that promote learning will be explored.
5. Leadership will be encouraged to understand context of the work and how it relates the system in which the work is done. Context shares insight as to why doing the work the way it is done makes sense to workers.
6. The gap between work-as-imagined and work-as-done will be explored proactively through open-ended questions in a safe environment to answer. Tangible actions to close the gap will be derived from this learning.

Benefits of developing a learning organization culture include improved risk mitigation amongst the Skilled Trades and the high-risk work they do, fostering continuous improvement in processes, and developing system improvements that are beneficial to the entire organization.

SKT-039 R &D Time & Workspaces

All Skilled Trades Research & Development Time and Workspaces

During the 2024 collective bargaining process, the joint parties discussed and agreed to the importance of having time and secured workspace to perform self-initiative research and skills building relative to their expertise or job assignments. Assigned tasks or breakdowns are to be given priority, and time spent on Team Member development must be in conjunction with those tasks or breakdowns. These workspaces shall include

but not be limited to a desk and chair, an assigned office network computer, with internal and external search capabilities that meet Company IT security regulations. A production network computer will be assigned to each team. The Skilled Trades Advisory Committee (STAC) will review advantageous applications of portable devices including laptops, Ipads, and smartphones to ensure access and efficiency of

maintenance. The Company will provide access to job specific systems as needed by the Skilled Team Members. It should be known that specific systems involving confidential information will be shared on an as needed basis and will comply with all Company information security regulations. Any data needed for analytics on equipment reliability will be provided for improvement cycle planning. Training reference material will be electronic.

The Company will continue its practice of providing software on an as needed basis with business need justification.

The STAC and the Skilled Trades teams will develop an information storage process which will comply with all Company standards for maintaining information.

The Company shall provide Volkswagen standard email communication capabilities for

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all Skilled Trades.

The STAC will help develop a standard reference sheet to highlight various forms and locations of useful information pertaining to equipment reliability.

All concerns and other resources/software needed to perform skilled trade work shall be discussed and reviewed jointly by the Skilled Trades Advisory Committee (STAC).

SKT-026 Equipment Process Reviews

In order to fully utilize the knowledge and experience of the Skilled Trades, the parties recognize the importance of having early and ongoing involvement in equipment and process design development, modification, and repurposing.

The parties agree that focus should be given to upstream pro-active engineering and design reviews. Reviews should be conducted in the planning or tryout stages prior to the equipment acceptance and handover process. Among the objectives of the reviews are:

- new technology impacts on the bargaining unit;
- identification of new training needs;
- equipment maintenance accessibility;
- safety considerations such as ease and effectiveness of energy control;
- complexity of maintenance tasks and the ability to perform them safely; and
- any additional concerns as identified by the joint parties.

As part of the final equipment acceptance and handover process, Skilled Trades will ensure that all necessary documentation, manuals, and schematics are provided, in English and legible.

Travel may be required to perform advanced reviews at external build sites and fabrication shops. The Company will cover all travel costs associated with this activity in accordance with applicable current Company travel policy (Corporate Regulation 6 of HR-03: Non-Exempt Time Reporting and Compensation for Business Travel), updated 1-1-2024. In addition, any contractual requirements will apply.

If there are communication barriers to the transfer of knowledge, the Company will remove such barriers to enable communication. The goal of shadowing is the transfer of skills, knowledge, and experience.

The parties recognize the value and importance of having Skilled Trades involved as equipment is installed and commissioned in the facility. Whenever a contractor visits the facility to perform initial start-up activities and debug work, the Union will be notified promptly and an appropriately classified Skilled Trades Team Member/s will have the opportunity to monitor/shadow, advise, and provide input during initial start-up activities

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and debug, in accordance with Company safety and equipment commissioning procedures.

SKT-020 MAINTENANCE OPERATING SYSTEM (MOS)

During these negotiations, the parties affirmed the importance of a modern maintenance operating system. An MOS is critically important to the efficient and effective execution of maintenance activities, reliability of equipment as well as the health and safety of employees. The Company and the Union have agreed to work together to perform a gap analysis with input from system users, of our current MOS software to improve short-term functionality for the user. Further, the parties have mutually agreed to develop a feasibility study for the implementation of a new software. User input will be utilized annually to improve the software.

Maintenance leadership will learn the context under which the system users are inputting data when there are concerns or challenges in order to understand how best to mitigate them.

Recognized best practices to be incorporated, if feasible, in this project at the earliest possible stage will include but are not limited to the following.

1. Safety critical work orders will be identified and placed into the MOS with clear priority status and line of sight to joint leadership.
2. The MOS will automatically escalate safety critical PM's to designated local leadership up to the manager level for quick resolution of the concerns.
3. The MOS system data will be available for access by the Skilled Trades workforce.
4. The MOS will house all relevant equipment documentation needed to work on equipment, which will be readily accessible.
5. The progress of system work orders by area will be provided weekly to the joint local leadership to ensure they are timely in completion.

Skilled trades expertise and versatility should be leveraged through an MOS to improve competitiveness by focusing on the elimination of waste, which includes, but is not limited to:

- Improving production yields
- Eliminating process defects
- Reducing set-up and adjustment time
- Driving standardization
- Reducing equipment downtime

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The Company and the Union acknowledge the need to establish clear guidelines and responsibilities for planned/unplanned maintenance activities within the workplace. It recognizes the significance of these tasks for the efficient and safe operation of the plant while delineating the roles of Skilled Trades workers in the maintenance process. Maintenance activities are core to the Skilled Trades.

SKT-029 In-Sourcing

The joint parties discussed the opportunities that in-sourcing of work provides to bargaining unit members. The Company will evaluate a business case based on the input from the Union regarding insourcing opportunities in the plant at the kick-off of the purchasing process. The Union proposal will be considered as an “Arm’s Length” transaction and no special consideration will be given to the Union over other external suppliers providing offers to ensure compliance. Existing POs/contracts will not be reviewed prior to the release of the scope of work to all companies which begins the competitive quotation process. Additional opportunities identified will be placed on a joint list and evaluated in order of placement on the list. The Company shall review and consider any Union business case/proposal, but it retains the sole discretion to determine the assignment of work, based on the merit of the business case/proposal.

SKT-028 OCC Advance Notification and Clearance Procedure

The Company assured the Union in these negotiations that it is their intent to place primary reliance on its own Skilled Trades workforce. In an effort to ensure all relevant considerations have been reviewed by the Company and Union prior to letting a contract for the performance of skilled maintenance and construction work, the parties have prepared a Checklist to guide the local review of potential outside contracting, full utilization, warranty, and service contract matters.

Advance Notification and Clearance Procedure	
Please place a check in the "Fully Considered" column after each factor is considered.	Fully Considered
(1) Provide the Union with advance notification during a formal notification meeting prior to initiating the Purchasing process and letting such a contract (except where unforeseen time and emergency circumstances prevent it). Provide nature, scope, and dates of work along with rationale.	
a. Describe the projects general nature and scope	
b. Indicate the estimated trades and manpower that are required.	
c. Provide the approximate dates within which the work is expected to be performed.	
d. State why the services of an outside contractor are being contemplated.	
(2) Conditions and limitations to be considered.	
a. Are peculiar/unique skills involved?	
b. Is specialized equipment not available that is required?	
c. Are there other reasons, such as economies of scale, which can be realized because specialized contractors can perform the work in question?	

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d. Does the volume of construction work preclude the possibility of its completion within the time limits set forth by the Company?	
(3) Afford the Union an opportunity to comment on the Company's plans within two weeks of the project review meeting (referenced in 1) unless circumstances warrant an extension.	
(4) Consider the Union's comments in light of all attendant circumstances and give appropriate weight to those comments.	
(5) The Skilled Trades/Planning department(s) is to evaluate the ability of local plant forces to handle the given project and provide the evaluation to the Union.	
(6) If the Skilled Trades/Planning department(s) decides it is unable to perform the work in question, advise the local Union and if the Union so requests, a meeting will be arranged by the Labor Relations Management for the purpose of further advance discussion with the Union as to why plant forces cannot perform the work.	
a. Provide the Union with a written communication concerning the results of the meeting.	
b. If part of the project is to be performed by plant forces, identify that portion in the written communication.	

Project Planning and Scheduling	
Please place check in the "Fully Considered" column after each factor is considered.	Fully Considered
Full Utilization	
(7) Indicate if the contemplated contractor will be performing the work on straight time vs. overtime.	
(8) Determine whether the contemplated work will be accomplished during the workweek or on the weekend.	
(9) Identify any plant Skilled Trades forces on layoff, how they will be brought back.	
(10) State if there are any specialized work skill competencies that the contemplated contractor personnel possess that Company forces do not.	
(11) Indicate the number of outside contractor personnel involved in the project.	
(12) Determine number of Skilled Trades employees available/committed to complete project including overtime [canvassing].	
(13) Estimate the percentage of affected trades to be assigned work alongside the contemplated contractor if contemplated.	
(14) Assess whether a Skilled Trades Lead may be appropriate to oversee the contemplated project.	
(15) State whether a warranty has been provided in association with the purchase of equipment and indicate if the length of the warranty offered by the vendor is of standard duration as customarily provided to all customers.	
(16) If extended warranty arrangements from the vendor are contemplated, notify the Union of the rationale for the extended warranty, if such arrangements cover work normally and historically performed by represented skilled trades employees.	
(17) If a service contract is contemplated, consider the service contract proposal in the same manner as contracts for the performance of skilled Trades maintenance.	
(18) Assess the full utilization of the skilled trades workforce as defined below.	

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Full utilization

It is the policy of the Company to fully utilize its Skilled Trades workforce in the performance of maintenance and construction work. The parties agree the definition of "full utilization" may not necessarily be limited to working five (5) days per week, eight (8) hours per day but, also is not necessarily seven (7) days per week, twelve (12) hours per day but may extend to daily, weekend, and other overtime periods, when outside contractors are being contemplated for performing Skilled Trades work on the premises.

Warranty and Service Contracts

The fulfillment of normal/customary warranty work by vendors or vendors proving out new equipment during normal commissioning procedures are not covered by these provisions. However, any time a vendor visits the facility to perform warranty or service agreement skilled trades work, the Union will be notified promptly and an appropriately classified Skilled Trades Team Member will be assigned to accompany the supplier. It is recognized that it is mutually beneficial to have Skilled Trades Team Members assigned to gain hands on supervised practical experience provided the work doesn't void the warranty. Additionally, in the event multiple employees from the same supplier are performing different warranty or service agreement work in different areas of the plant, an appropriately classified Skilled Trades Team Member will be assigned to each.

Warranty arrangements and service contracts that extend beyond those customarily provided by the vendor are covered by these provisions.

Failure to comply with the provisions of the Collective Bargaining Agreement with respect to outside contracting could result in a grievance protesting the contemplated outside contract.

Additionally, in rare emergency circumstances where immediate actions may be necessary, the Company will immediately notify the Local Union, and the parties will communicate directly to facilitate equitable decisions to mitigate the emergency situation. In some cases, local Skilled Trades may be able to mitigate the emergency, unless special skills and equipment are needed. In these cases, open, transparent, and clear communications are imperative to review and resolve unique circumstances where contracting may be contemplated.

Company Representative Date:

Union Representative Date:

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SKT-027 Skilled Trades Technologies/A.I.

During bargaining discussions, the importance of change management relative to technologies was highlighted. Transparent and advanced upstream previews of all future technologies and their applications will help ensure there is no negative impact to the Skilled Trades or the facility. The Skilled Trades offer valuable insight into how technology will impact the plant, and its processes. Ensuring Skilled Trades involvement increases our ability to have error free implementation and create maintenance and repair efficiencies. The local Skilled Trades Advisory Committee will meet to review technologies in advance and before contemplated technologies are deployed. The reviews will surface and mitigate issues with any new technologies being contemplated and their impacts. Appropriate Skilled Trades associated with the applicable processes will be a part of these meetings as identified by the joint parties. The Company commits to skills gap analysis and allocation of resources to close those gaps prior to the hand over to Company Skilled Trades of the technologies in equipment or processes, with hands-on training as soon as practical. All Skilled Trades who will interact with the technologies will be trained on its uses and maintenance/repair techniques and requirements. The parties recognize that advances in technology may alter, modify or otherwise change the job responsibilities of Skilled Trades included employees, and that a change in the means, method or process of performing a work function, will not serve to shift the work function normally and historically performed by included Skilled Trades to excluded employees. It is not the Company's policy to assign to excluded employees work normally assigned to included employees. The parties further recognize that implementing future technologies for optimization of processes is a management right and the above statement in no way reduces the Company's ability to use future technology of any kind to optimize its processes.

Contemplated applications of Artificial Intelligence, including its impact on the bargaining unit and intended data collection strategy, will be shared by the Company and discussed in advance with the Union. The A.I. technology will be used as a data analysis tool at the onset of the agreement, with future enhancements being determined as the technology advances. If AI is used as a monitoring tool, it will not be used for disciplinary reasons. In appropriate circumstances, this information may be considered for disciplinary action. The Union will be notified and be able to review and discuss. Company Standard requirements for remote access will continue to be maintained. A bargaining unit member will be present when these activities are being performed. The goal will be to maintain the safety, security and integrity of the equipment while being accessed. Data collected from AI applications will be shared with the Union upon request when it is pertinent for bargaining unit work.

In addition: A review of the production 3P process advanced manufacturing technologies under development at the facility will be shared with the Union when available.

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SKT-018B Technologies for Predictive Maintenance & Troubleshooting

Extensive discussions around the use of technologies for predictive maintenance and troubleshooting took place during these negotiations. The joint parties agree that the use of technologies will be explored, piloted, and evaluated to implement, by the Skilled Trades Advisory Committee (STAC), for the purpose of improving the Health & Safety, effectiveness, and efficiency, of Skilled Trades Work. The Skilled Trades Advisory Committee (STAC) will conduct small focus groups with targeted users to build an initial pilot list from available technologies within 120 days of the ratification of the Agreement. Possible use cases for troubleshooting pilots include, but are not limited to, drones, portable camera devices, electronic devices such as laptops, iPad, and robotics. In addition, for predictive maintenance, pilot opportunities will include but are not limited to, infrared, vibration analysis, and audio equipment. Enabling the use of these kinds of technologies by our Skilled Trades workforce is important to the overall effectiveness of the Trades. Where applicable skills are a concern, I.E. infrared readings in a live electrical condition, the STAC will oversee the application of them accordingly. The decision to implement technologies will be based on viable business case.

SKT-031 Parts-Resource Issue Resolution

Discussions between the parties on ensuring the proper tools and resources are provided to the Skilled Trades to successfully execute their work, highlighted the need for a robust joint issue escalation and resolution process to resolve concerns of this nature. Accordingly, within 90 days of ratification of the agreement the joint parties will create a flow-chart of the escalation and resolution process which will include; specific levels of escalation, expeditious time frames for responses at each level, feedback loops back to the originators of the concerns, and a process to document the concerns and resolutions. The parties understand that this process will not interfere with management rights. A meeting will be conducted minimally once per quarter with senior maintenance leadership to discuss system maintenance performance, and improvement initiatives. Issues that remain unresolved will be escalated to Senior Facility Leadership. Attendees will be identified by joint Skilled Trades Leadership as appropriate. Additional meetings may be scheduled with mutual agreement of the parties. The goal of this process is to identify, and resolve or mitigate ongoing barriers to Skilled Trades effectiveness.

SKT-036 Training Equipment Skilled Trades Training Equipment Integrity

During these negotiations the parties affirmed a strong commitment to the ongoing competencies of the Skilled Trades workforce. Training equipment integrity is crucial to ensure training opportunities are capitalized upon when needed. Keeping needed training equipment current and in working order will be prioritized high to facilitate ongoing training needs. Within 90 days of ratification of the agreement, a process will be developed to ensure any broken or missing parts from training equipment will be replaced expeditiously, when practicable, parts will be ordered within 21 days of the time the

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missing part is reported to management. When training equipment cannot be repaired or will be down for an extended period of time (more than 30 days), the joint parties will decide on effective alternatives in the interim to continue training Skilled Trades as long as that training is still relevant and needed.

SKT-018A Skilled Trades Tools/Shops

In order to ensure the right tools are available to perform work efficiently, and safely, the company will supply basic tool sets to the Skilled Trades, in addition to specialty tools related to operational needs such as electronic devices, power tools, specially calibrated instruments, and unique tools required for specific equipment or technologies.

A toolbox and/or bag for each Skilled Trades person will be furnished and owned by the Company.

The Company will continue to replace damaged, worn, and lost tools as needed. Any additional Tool Requests from the Skilled Trades that will increase the efficiency and/or safe execution of the work will be requested through the standard E-Work flow process and reviewed by the Company. STAC will jointly work with the IT department to create a specific Skilled Trades Template for the tool requests.

The Company commits to revisiting the shop strategy with input from the Skilled Trades to add or move shops for efficient and convenient usage.

SKT-035 Skilled Trades Cleaning Tasks

During these negotiations, the Company and Union discussed the importance of the proper utilization of the unique skills of the Skilled Trades workforce. The extensive training and knowledge they possess is best served focusing on equipment reliability. Accordingly, the Skilled Trades cleaning duties should be limited to tasks commensurate with their work, I.E. work area after using maintenance shop, parts of equipment relevant to maintenance, and similar duties. The parties agree that performing 5-S is a necessary function within the Volkswagen Production system. Cleaning related to Preventative Maintenance (PM) tasks or maintenance tasks and cleaning necessary from malfunctioning equipment, along with clean up after performed work is complete are agreed to as a portion of a Skilled Trades Team Members' role. Facility cleaning, shall be done by the Infrastructure Team of the facility.

SKT-038 Task Lighting

The parties discussed the importance of proper lighting in all work areas of the facility. Evaluating lighting is an ongoing activity to ensure lighting does not degrade over time. It is imperative that energy savings initiatives and cost reductions do not diminish the identified lighting requirements during hours of operations or maintenance activities. The high-risk nature of Skilled Trades work demands proper lighting levels to ensure the

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safety, efficiency, and quality of the work. Lighting issues will be identified and escalated with a defined process, as mutually agreed upon by the joint parties within 90 days of ratification. Identified areas with poor lighting will be measured by the joint Health and Safety Committee (HSC). Areas found to have improper lighting levels or lighting that is not working will be mitigated by additions of new fixtures, repairs of existing fixtures, or temporary lighting fixture packages to ensure minimum lighting levels are maintained. Flashlights and portable lighting options should be used to enhance lighting needs in cases where more permanent, structural lighting is not possible. Lighting standards will be derived from the most up to date version of the American National Standard A11.1-1965, R1970 or equivalent.

SKT-040 Skilled Trades Clothing Provisions

The Skilled Trades needs for work clothing has grown to incorporate various choices in style to accommodate the many facets of Skilled Trades work.

Ten (10) pairs of shirts and pants, or ten (10) coveralls, or a combination thereof of the same amount, will be laundered and provided to each Skilled Trades Team Member including apprentices, in lieu of the current Teamwear Program. Clothing will be stored on site and Skilled Trades Team Members must change into and out of them prior to and following their shifts. Skilled Trades Team Members will be responsible for returning their provided clothing to the identified areas for collection.

Concerns with unforeseen sizing changes or damaged clothing done during work will be mitigated on a single case basis by the joint Skilled Trades Leadership.

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Article X Work Rules (PS)

PS-057, 061 Adverse Mix Conditions

Section 1.7 Adverse Mix Conditions

Build plans for each shop will be provided to the Union at the beginning of each shift, in the customary way Production Management is notified.

Build plans for each shop will be displayed on the Andon monitors in each shop.

The parties agree that floor supervision and Management will communicate with Union Leadership and Members regarding any adverse mix or over cycle conditions.

Production floor supervision will inform the impacted areas and employees (Team Leader and Team Member) the adverse mix strategy, (examples: offline support, allowing for andon downtime, or other strategy) as soon as practicable, but prior to mix's arrival.

EDTP-021 Advanced Notice on Supply Chains

In the event of supply chain disruptions that impact production, the Company will notify the Union and employees as soon as practicable.

PS-062 Work Allocations

The Company and the Union recognize the need for processes, once established and stable in series conditions and not interrupted by any pre-series events, to be maintained with minimal disruption. Necessary changes will be incorporated into as few change periods as possible to maintain consistency and reduce disruption.

PS-055

Any process change to a pitch/process element moves or modifications will be communicated verbally by the Team Leader or Supervisor to the Team Member prior to working in the modified pitch/process, accompanied with updated Standard Work instructions and an updated sign-off sheet.

PS-052

The Company will incorporate a member sign-off into Standard Work for initial process training or acknowledgement of changes. Any STW change from what had been previously signed-off on will require a new sign-off for whatever change is to be applied/implemented.

PS-060

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The company will provide conspicuous visual indications of the color-coded ergonomic value of a given pitch/process near the work area for each pitch/process.

PS-046

The Company will manage and improve training and versatility as practicable for job-assignment strategies to promote and maintain ergonomic rotation plans.

PS-051

The Company will ensure that any pitch/process/work area will be fully prepared, furnished, and tooled with any/all shared equipment, parts, shared tools, fixtures, racking, shared PPE, et cetera necessary before Team Members are required to perform the job in question. This excludes pre-series conditions where tools, fixtures, racking, etc., may not be available until 0-series production. In the instance any of the above requirements are missing, the Company reserves the right to investigate. The parties agree that the Team Members have the responsibility to respect provided tools, fixtures, racking, etc., excluding responsibility for wear & tear or accidents, and such conditions will be reported as soon as practicable.

PS-064

No discipline shall be issued on a protested pitch until a proper investigation has been completed and all necessary parties have been coached on the issue at hand.

PS-068

All Team Members will be trained to standardized work instructions or job requirements. In order to prevent unjustified claims of insufficient training, the training will be documented and verified by both the Company and the Union.

Section 1.3 Production Standards

PS-050

All Standard Work (STW) should be equal across all shifts. However, in the event of a business requirement that creates off-standard conditions due to a special event, exceptions may be made. Notification will be provided to the Union and members prior to any pitch/process element moves/modifications, including line-speed. Union Leadership will work with Company counterparts in addressing the issue.

PS-048

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The Company agrees to a fair and equitable workload. The target work standard goal will not exceed a line average of 92% workload.

PS-047, 067

The Company acknowledges that specific STW is interdependent on a specific line speed and agrees that no changes to line speed will be implemented without appropriate evaluation to all Standard Work in the affected area by the Industrial Engineering Department in consultation with the Union Leadership to accommodate such changes.

PS-058

An experienced operator currently assigned to line/area, selected by Team Leaders will perform the process to verify production standards. Any changes or trials related to the pitch or process must be submitted through the STW change request process. Trial request less than 2 weeks must be communicated to the affected team member(s) and monitored by the requesting department for the duration of the trial. Documentation for requested trial may be provided upon request.

Section 1.3 Production Standards (PS/049, 051, 053, 054, 056)

The Company will provide Team Leaders with access and training to submit standard work change requests to incorporate Team Member feedback. These submissions include pitch/process development/changes and provide(s) a means for suggestions from members/operators to propose changes/modifications to enhance the work area, to be noted and responded to in a timely manner.

In the instance that any process or work area is not prepared to operate, the Company will provide reasonable accommodation so that the Team Member can perform the job in question, effectively and safely with no impact to production.

The Company will ensure that Standard Work 'Short Text' is conspicuously displayed in each pitch/process area. For pitches/processes where this is structurally infeasible, it must be placed in a proximal location, as close as possible, and the location noted in member sign-off.

The Company will ensure that Standard Work 'Long Text' instructions are to be kept reasonably available for each process area.

The Company will ensure that any pitch/process element change will be indicated in the pitch/process with signage indicating what has changed, why, and where the element came from/went to, displayed for a minimum of one working weeks' time.

ML-LP-035 Supervision/Management shall not perform bargaining unit work

Supervisory/Salaried employees shall not be permitted to perform work on any hourly-

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rated job except in the following types of situations: (1) in emergencies and certain manpower shortages arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations; (2) in the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

EDTP-021 Advanced Notice on Supply Chain Issues

In the event of supply chain disruptions that impact production, the Company will notify the Union and employees as soon as practicable.

Article XI Hours of Work, Break Times, Overtime (PS)

PS-001 & 011

The Company will clearly state specific start and stop times for each shift and work week, and communicate specific daily tag-in/tag-out times for shifts/teams when changeover occurs without a break in production. Issues identified with this process will be addressed locally and fairly.

PS-012 Breaks & Lunches

The Company will ensure the period of work between break times shall not exceed a duration of more than two and a half hours, except in exigent circumstances.

PS-007 Bathroom Breaks

The Company will accommodate bathroom breaks in a reasonable manner.

PS-004 Overtime Schedules

Section 1.1. Hours of Work

The Company will make every attempt to notify employees of additional shift overtime (Saturdays) on Thursday of the prior work week but no later than lunch on Thursday of the current work week.

Overtime called on non-scheduled production days will be a minimum length of half a shift and maximum length of a full shift plus one hour.

In the event of non-production time (as distinct from Furlough/Temporary Layoff in which work is not available), employees will be allowed to work their full, forty (40) hour schedule or choose PTO or NP/NP at their discretion.

If the OT shift is more than six (6) hours, a 30-minute non-paid break will be included in the shift.

PS-071 Call-In Pay

Where an employee is called out to work on unscheduled work hours and such call-in period does not adjoin the employee's scheduled work hours, he/she shall be paid a minimum of four (4) hours pay at his regular base rate of pay if they remain onsite and willing to work during the full four (4) hours. If the assignment is completed in less than the four (4) hour period, the employee may elect PTO or NP/NP option for the balance of the call-in period.

Nothing contained in the Agreement shall require payment of premium pay more than once for the same hours worked.

PS-002 Alternate Work Schedules

When considering a work schedule change, local management will notify the local Union leadership. The Company may, with a minimum of (14) days' notice, transition shifts schedules.

PS-027 Daily Overtime Schedule

Overtime requirements will be communicated to Team Members as soon as practicable. Mandatory Daily overtime must be called by lunch-time (or halfway point of the shift) each day. Voluntary overtime will be handled in the voluntary overtime agreement in **section < ... >**.

Daily OT may be called in half-hour increments up to 2 hours and OT called for one hour or greater will require a 10-minute paid break at the normal shift end time prior to the OT work period.

PS-035 Overtime

Section 1.2(Paragraph 1) Overtime

Extra work in periods of part-time operation, and overtime, should be equalized among the qualified employees, offered equally and in order of seniority within the group engaged in similar work, as far as practicable and as negotiated in Section __.__.

In the event a team member is already (prior to the announcement) scheduled to take an approved ½ day (minimum) of PTO on a day immediately adjacent to the weekend of a Company scheduled additional shift, they will not be required to work the additional shift (coded as no pay, no penalty), but may still work it if they choose to do so.

PS-031-034 Voluntary Overtime

Voluntary overtime opportunities will be posted in the applicable area by the Supervisor by lunch time for that day and the next morning (e.g. staying over for current shift, or coming in early)

PS-025 No Cap or Limit on Voluntary Overtime

The Company will not arbitrarily limit or cap voluntary overtime for individuals or areas.

PS-036 Overview

Voluntary Overtime opportunities should be provided on an equalized basis among qualified employees in the group engaged in similar work, as far as practicable and pursuant to the

terms of this Agreement. Information concerning equalization of hours will be openly displayed in each equalization area, at a mutually agreed upon location, in such a way that employees may view their standing.

If the number of volunteers is not sufficient to meet the needs of the business, voluntary overtime will be classified as required work time and will be scheduled pursuant to the process for mandatory overtime outlined in this Agreement.

Upon Ratification, overtime hours will be zeroed out, and all overtime opportunities will be offered to the employee with the lowest overtime hours.

While the Company does not currently have an automated software for this type of system, both parties are committed to find an automated solution (which is capable of tracking charged 'accepted' or 'declined' voluntary overtime hours) that serves the Company, the employees, and the Union. During the life of this Agreement, a complete system for hour tracking equalization of overtime hours (whether electronic or manual, with data back-up precautions incorporated) will be developed and mutually agreed upon by the parties. This system will be required to meet the following needs:

- Be visible for employees;
- Track and charge total hours offered, total hours accepted, and total worked; and
- Zero out annually.

If it is found by the Union that the current method of tracking overtime opportunities outlined below is insufficient, this system will be implemented. In the event of the implementation of this new system, all hours currently tracked will be zeroed out (if applicable), new opportunities will be offered first in seniority order, and thereafter by low hours within the overtime equalization group.

An employee assigned to a new area will be assigned the average number of hours of that area and placed into the rotation according to their hours.

Sign-Up/Sign-Out (PS/032/1/b).

The Company agrees to create a sign-up/sign-out process to allow members scheduled for mandatory overtime shifts (days) to seek replacements (sign-out) on other shifts who have indicated a willingness to work (sign-up).

Overtime Equalization List (PS/032, 034-035, 040-041,043/1/b)

Seniority-based overtime lists for each equalization area, which shall be the "smallest working unit" for the overtime work (ex. BA2 1st shift), will be created and maintained by Supervisors to allow fair and equitable opportunities for all Team Members to be offered voluntary overtime on a rotating basis. The qualified employees will be listed in seniority order. The list of qualified employees are then cycled, in a rotating manner from top to bottom of list, resetting the order after each overtime cycle to ensure everyone has a chance to say "yes" or "no." Approved absences/leaves will not disadvantage Team

Members from opportunities later, once they return, if they had been passed over while away from work.

Team Members transferred to new equalization areas will be added to the new area's seniority list and not be denied opportunities. The Team Member transferring into new area will be added to the end of the already existing rotation list and will immediately join the rotation of voluntary overtime opportunities and can participate when prerequisites (ex. qualification requirements, etc.) are achieved. After the completion of the full rotation at the time of the transfer, the seniority overtime ranking list for that equalization area will then be refreshed with the transferred employee placed in order of his or her seniority.

Voluntary overtime opportunities will be posted in each area by the Supervisor by lunch time each day for the current day and early-start on following shifts, or on Thursday each week for weekend. In the event additional volunteer opportunities are identified, after the deadline, they will be added to the posting and the offer would be communicated to the team.

(Note: This article does not serve to limit Team Leaders, Equipment Operators, Skilled Trades, or any other specialty position from typical "early-ins/late-outs" that may be a normal, often optional, part of their tasks.)

Rotation System for Offers

- Each overtime opportunity is offered to the next employee in line on the Opportunity List in descending seniority order.
- Each employee will sign in the column "Yes" or "No" beside their name, on the list.
- Employees who sign "yes" for overtime, will be charged one opportunity offered, and employees who sign "no" for the overtime opportunity, will likewise be charged as one opportunity offered.

Tracking Offers and Acceptance

- Each Supervisor will maintain a clear record of overtime offers and whether they were accepted or declined.
- Until a suitable automated software system is in place, this record may be maintained in an excel spreadsheet or similar method. This documentation will help ensure transparency and prevents any employee from being repeatedly overlooked.
- An example for the tracking of overtime offers is provided at the bottom of this section.

Handling Special Cases

- If specific skills or qualifications are required for a particular overtime shift, the overtime offer may be limited to the eligible pool of employees. However, the process for making such offers shall maintain the rotation of seniority order for that specific need, and use the seniority list for the rest.
- Employees on approved leave or unavailable during their turn should retain their place for the next cycle but not be contacted at home.

PRODUCTION STANDARDS

- The Company shall not be obligated to train employees on an overtime basis.
- The Company shall not be obligated to work employees in a position for which they are not qualified, and employees passed over due to lack of qualification will not be charged.
- In the event of voluntary overtime needs becoming mandatory through lack of volunteers (ex. employees from a given line/area needed for specific tasks, not shop-wide), an "ask high/force low" seniority principal will be used, rotating for any additional assignments.

Grievance Process

- Effective immediately, overtime equalization bypass errors, overlooks (not including person on the job or delay in transfers), calculation errors and other similar circumstances will be remedied by offering the next available assignment instead of pay.
- Issues that cannot be resolved by offering the next available overtime assignment may be submitted for resolution through the Grievance Procedure.

Scheduling

Upon ratification of the Agreement, Management will continue to schedule overtime by canvassing employees daily, on an interim basis. During the life of this Agreement, the Parties agree to jointly develop and implement an electronic process that would require employees to sign up for overtime in advance and will share the details and timing with the workforce as they become known.

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Examples of Overtime Equalization Tracking

Voluntary Overtime Need for Specific Area "BA2"

Overtime Date 10/31/2024 - Thursday

Overtime Time 2am-6am (4 hours early)

Amount of volunteers needed 2

Seniority	Name	Overtime "YES" Accepted	Overtime "NO" Refused	Approved Leave	Hours offered	Hours total
1	John	YES (1 st YES)				
2	Jane			Absent/PTO		
3	Betty	YES (2 nd YES)				
4	Sam					

=====

Voluntary Overtime Need for Specific Area "BA2"

Overtime Date 11/01/2024 - Friday

Overtime Time 4am-6am (2 hours early)

Amount of volunteers needed 1

Seniority	Name	Overtime "YES" Accepted	Overtime "NO" Refused	Approved Leave	Hours offered	Hours total
2	Jane		No			
4	Sam	YES (P ¹ YES)				
1	John					
2	Jane					
3	Betty					

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PS-004A

Section 1.1. Hours of Work

No more than twenty-four (24) mandatory Overtime (“Flex”) days may be utilized per shift, per calendar year, equalized between shifts.

The Company and the Union agree to collaborate proactively in identifying ad hoc mandatory overtime solutions for critical situations where specific sub-departments (e.g., Body, Paint, Battery, Finish) are required to operate to prevent work stoppages in assembly and ensure the continuation of standard 40-hour work schedules for the assembly shop. Such as, A & B teams on one shift, C & D teams on another, cycling through required OT days beyond the limit outlined above, or use of additional personnel resources.

PS-039A PTO and Additional Scheduled Shifts

The Company may announce additional scheduled shifts (ex. flex shift) for which an Employee may request to use PTO. However, the PTO request will be processed according to the Company's PTO guidelines.

In the event an Employee is already (prior to the announcement) scheduled to take an approved ½ day (minimum) of PTO on a day immediately adjacent to the weekend of a Company scheduled additional shift, they will not be required to work the additional shift (coded as no pay, no penalty), but may still work it if they choose to do so.

New PTO requests for the day prior to an already announced extra shift will not excuse team members from working the additional scheduled shift.

PS-044 Overtime Concerns

The Company and the Union will jointly address any overtime concern that is not otherwise addressed in the agreement.

PS-021/1/b Overtime & Shift Schedules

Should the Company plan on transitioning to an Alternate work Schedule, agrees to work with the Union to address and mutually agree on issues of overtime, holidays, premiums, hours of work, breaks/lunches, seniority, and other related issues.

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PS-022 AWS Issues Discussed Between Parties

Any issues which arise with employee's on an Alternate Work Schedule, will be discussed between parties.

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Article XII UPTO/PTO (ATT)

AT-ATO-021

Section 1. Paid Time Off (PTO)

Eligibility

Paid Time Off is awarded on a calendar year basis (January 1 - December 31). All full time Bargaining Unit Members earn the same amount of PTO hours based on their seniority.

0-to-1 Year Seniority Eligibility

New employees will begin accruing PTO on the first day of the month following their first day of employment. For the first year of employment, employees will receive eight (8) hours of PTO per month up to ninety-six (96) hours. Upon the first day of the month of the one-year anniversary of their date of hire, employees will receive the remaining balance of PTO for the remainder of the calendar year as a lump sum per the chart below.

New Hire Paid Time Off (PTO) Hours			
VW Month Hired	Less than 1 year	1 Year Anniversary Eligibility Date	Paid Time Off (PTO) Hours
January	8	1-Jan	96
February	8	1-Feb	88
March	8	1-Mar	80
April	8	1-Apr	72
May	8	1-May	64
June	8	1-Jun	56
July	8	1-Jul	48
August	8	1-Aug	40
September	8	1-Sep	32
October	8	1-Oct	24
November	8	1-Nov	16
December	8	1-Dec	8

2-to-20+ Year Seniority Eligibility

At the beginning of the year for employees on their second or higher anniversary, their annual PTO allocation will be received in a lump sum per the chart below.

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Paid Time Off (PTO) Hours- Year 2 through 20+									
Year	2	3	4	5,6	7,8	9,10,11	12,13,14	15,16,17, 18,19	20+
Hours	104	112	120	128	136	144	152	160	200

AT-ATO-025

Scheduling

PTO is generally scheduled in full day increments (8, 10, or 12 hours based on the employee's assigned shift schedule). Employees may also schedule available PTO in partial days of at least whole hour increments (i.e. 1 hour, 2 hours, etc.) with the approval of their Supervisor. PTO in partial days may only be scheduled for the start or end of the normal scheduled shift or combined with lunch breaks. Employees must submit a request for scheduled PTO (full or partial day) to their Supervisor by the end of the scheduled lunch break on the day prior to the requested PTO.

Paid Time Off (PTO) must be approved or denied within five (5) business days of the request, or it will be auto granted, unless there are exigent circumstances around why the Supervisor was unable to review the request (medical emergency, etc.).

If exigent circumstances prevent the employee's Supervisor from being able to approve or deny the PTO request within five (5) business days, another Supervisor or member of management will be responsible for reviewing, approving or denying, and notifying the employee on the status of the PTO request. This process will still be utilized within five (5) business days of the request.

When an employee requests PTO within the current work week, that request must be reviewed and approved or denied as soon as practicable within its time frame to allow the employee adequate notice of approval or denial.

Denials must be accompanied by an explanation of why it was denied in the Company's time keeping system.

AT-ATO-028, 029, 030, 031

Annual Prescheduling Period

Prescheduling will take place as soon as practicable, but no later than February 1st, for the current year through January of the following year. Employees can submit time off requests through the Company's time keeping system for their Supervisor to review. Employees will have two (2) week(s) to submit PTO requests. After the two (2) weeks, Supervisors will have an additional two (2) weeks to review and approve or deny PTO

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requests as part of prescheduling. Prescheduled PTO must be used in full-day increments.

Supervisors will review prescheduling requests in the following order: 1) all PTO requests that are one (1) full week or more; 2) all other PTO requests. In each of the two separate reviews, should more employees request PTO than can be allowed off work on a given shift, plant seniority will be the determining factor for resolving priority of PTO requests within the Supervisor's group. If more than one (1) employee has the same plant seniority, the last four (4) numbers of employees Social Security Number will be used as the tie breaker with the lowest number winning.

All PTO requests received after the prescheduling period will be processed in the order received.

AT-ATO-027, 046

Company Scheduled PTO

There may be circumstances where the Company may permit employees to take time off as either excused without pay (i.e., "no pay/no penalty") or use PTO. The Company cannot schedule, force, or make mandatory any use of PTO for any reason.

AT-ATO-022

PTO Limitations

The Company will notify the Union within 90 days of any restrictions regarding business related time periods when production employees (including Skilled Trades) may be restricted to schedule PTO (i.e. model changes, training needs, equipment installation, blackout periods, etc.). The Company may limit the maximum number of production employees using scheduled PTO based on specific business need, allowing 10% of the workforce within a specific team to be scheduled off at the same time at the discretion of shop management. The Company will adhere to all Federal and State laws pertaining to leaves of absences and other times away from work, (e.g. the Company will not deny an employee FMLA leave simply because 10% of employees are off from work at that time).

AT-ATO-019, 020, 026

Cancellation of PTO

Employees may cancel scheduled PTO any time up until the day it is scheduled to occur. Once approved, PTO will not be canceled or changed without the consent of the employee.

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PTO Roll Over and Payout

PTO should be scheduled and utilized within the calendar year it is accrued. Any remaining PTO balance at the end of the year may be carried over to the next calendar year and utilized by April 30 of the next year. Any unused PTO hours from the prior year not used by April 30 of the next year, may be paid out up to forty (40) hours at the employee's base wages. Any PTO balance that remains after the forty (40) hour payout will be forfeited.

To be eligible for a PTO pay out, an employee must have worked at least one thousand eighty hours (1080) during the year and have no active attendance corrective actions by the PTO payout election period. Employees who are not eligible will forfeit any remaining PTO balance not used by April 30. Any active attendance corrective actions that were dated prior to ratification of this Agreement will not make an employee ineligible for PTO payout on April 30, 2025.

Short Term Disability/ Medical Leave

Employees may optionally use PTO to replace compensation during the seven (7) calendar day unpaid waiting period to qualify for Short Term Disability.

Employees on a Medical Leave of Absence that extends into a new calendar year may not be eligible for the new year's PTO allotment until they return to work as permitted by Federal, State, and Local laws. The new calendar year's PTO will begin to accrue upon the employee's return to work.

PTO and Separation of Employment

When a separation of employment occurs for any reason, all unused PTO will be forfeited, except in the event of retirement or death of an employee. In these cases, any accrued but unused PTO balance will be paid out. Employees may not take PTO at the end of their employment when they have no intent of returning to work at the conclusion of the PTO. PTO will not be granted once an employee has provided notice to the Company of their intent to resign, except for PTO that has been approved prior to the resignation notice.

Section 2. UNPLANNED PAID TIME OFF

AT-ATO-035,038

Unplanned Paid Time Off (UPTO)

The purpose of Unplanned Paid Time Off is to allow employees to have flexibility for unexpected events such as personal emergencies or illness. Employees will receive a maximum of five (5) instances of UPTO per eligible year. Employees may utilize unplanned paid time off (UPTO) without advance notice but must still follow the Time Off Call-In procedure for UPTO. Absences not excused in advance will result in UPTO

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instances being allocated to the unexcused absence. When using an instance of UPTO, Employees may utilize PTO from their current balance or take the time as excused, unpaid. This can be done for each of the five (5) instances. Employees that are on an active level 3 (#5 Occurrence/" Written Warning w/ Counseling + Action Plan) Attendance Correct Action or higher, will require Supervisor approval for use of UPTO.

AT-ATO-032,033

Unplanned Paid Time Off-Call In

Employees will be required to call in to report their use of Unplanned Paid Time Off (UPTO) at least 30 minutes prior to the scheduled start time of the shift for which they will be absent or tardy, unless exigent circumstances prevented such timely reporting, and those exigent circumstances are timely provided to Management. Employees who are unable to call in 30 minutes prior to shift due to an exigent circumstance such as Personal/Family Emergency, Accident, Injury/Illness, Fire etc... will still be required to notify their Supervisor of the absence as soon as practicable. Failure to notify the Company may result in disciplinary action.

MT-048 (Article XII)

Shutdown Week

The Company agrees that the annual Shutdown will always take place during the week of a Company Holiday. Should that Holiday fall on a weekend, the Monday-Friday Shutdown week will take place before in the event of a Saturday holiday, or after in the event of a Sunday holiday, with the paid Holiday falling according to the Collective Bargaining Agreement. Additionally, no employee shall be required to take PTO during the annual Shutdown.

PS-035 Paragraph 2

In the event a team member is already (prior to the announcement) scheduled to take an approved ½ day (minimum) of PTO on a day immediately adjacent to the weekend of a Company scheduled additional shift, they will not be required to work the additional shift (coded as no pay, no penalty), but may still work it if they choose to do so.

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Article XIII Leaves of Absence (ATT)

AT-ATO-009

Section 1. Personal Leave of Absence

Regular full-time employees who must be absent for consecutive workdays, for reasons not covered by any other available Leave of Absence may request a Personal Leave of Absence (PLOA) by completing a Personal Leave Request Form and submitting it to their Supervisor. Requests for PLOA should be submitted at least thirty (30) days in advance of the requested leave (unless the reason for the request is unforeseen, in which case the request must be submitted as soon as practicable). Management and appropriate Employee Relations personnel will review the request and approve/disapprove the request. Requests for PLOAs will be addressed on a case-by-case basis taking into account among other potential factors, the reason for the request, the employee's attendance/employment history, current business requirements of the Company, and other leave options, if any, that the employee may be eligible to use. Employees will be required to utilize all unused PTO in conjunction with the Personal Leave. PLOA will not be granted for intermittent time, only for full consecutive days. PLOA will not be granted for vacation/recreational purposes or to attend to routine personal business that could be addressed during non-working hours or through other methods.

Copies to Union

A copy of all approved official leaves of absence forms granted to employees shall be furnished by the Company to the Union Chairmen.

AT-ATO-006

Section 2. Paid Parental Leave

Paid Parental Leave will be provided to full-time employees with six (6) months or more seniority upon the birth of an employee's child, the legal adoption of a child under the age of eighteen (18), or upon placement of a child under the age of eighteen (18) for foster care in the employee's home. Paid Parental Leave will be administered and run concurrent with an employee's Family and Medical Leave Act (FMLA) entitlement. Days of leave must be taken consecutively.

Section 3. Maternity

Birthing mothers will, upon approval, receive 100% of base pay for up to 12 weeks. Birthing mothers may begin the leave as early as 4 weeks prior to the due date. Leave must begin no later than the day of delivery.

A bridge to work benefit is available for all birthing mothers. To assist new mothers with their return to work, reduced hours (minimum 20 hours per week) are permitted for the

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first 6 weeks back (post STD leave). The temporary reduced work schedule requires HR approval and must be agreed by both the Supervisor and employee.

Section 4. Paternity, Adoption and Foster Care

New fathers, adoptive mothers/fathers of a child under age eighteen (18), or placement of a child under the age eighteen (18) for foster care in the employee's home will, upon approval, receive 100% of their base pay for up to two (2) weeks (in a period of fourteen (14) consecutive days).

A bridge to work benefit is available for all new fathers. To assist new fathers with their return to work, reduced hours (minimum 20 hours per week) are permitted for one (1) week immediately following their return from Paid Parental Leave. The temporary reduced work schedule requires HR approval and must be agreed by both the Supervisor and employee.

Paid Parental Leave is to be initiated and concluded within twelve (12) months of the birth, adoption, or placement of a child for foster care as described above. Employees are eligible for one (1) Paid Parental Leave per twelve (12) month period.

Employees are required to complete and submit a request for Paid Parental Leave to the Company along with substantiating evidence of the birth, adoption, or placement of a child for foster care. Employees are required to submit their request within thirty (30) days of the applicable event. Employees are required to schedule their Paid Parental Leave in advance at a time that is mutually agreeable between the employee and their immediate Supervisor, unless the leave is used during the period immediately following the birth, adoption, or placement of a child for foster care.

The day(s) an employee receives pay for Paid Parental Leave will not be counted as day(s) of absence in computing hours of vacation entitlement.

AT-ATO-014

Section 5. Bereavement Pay:

When a death occurs in an employee's immediate family, that employee, on request, will be eligible for one (1), three (3), or five (5) paid Bereavement Leave days, depending on the familial relationship. In the case of legal guardianship outside biological relatives, supporting documentation will be required.

An employee may become eligible for Bereavement Leave while on Paid Time Off. In such cases, the applicable time off will become Bereavement Leave rather than Paid Time Off deducted from the employee's PTO balance. PTO time requested adjacent to Bereavement Leave will be considered as a high-priority request.

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	Relationship	Benefit Days
Immediate	Spouse Mother/Father/Legal Guardian Children Brother/Sister (includes step relationships)	5
Non-Immediate	Mother/Father-in-law Brother/Sister-in-law Son/Daughter-in-law Grandchildren Grandchild-in-law Grandparents Grandparents-in-law (Includes step relationships)	3
Extended	Aunts/Uncles (Includes in-law and step relationships)	1

Bereavement Leave must be taken as consecutive workdays and should include the day of the bereavement or memorial service where applicable. The Company will consider splitting the bereavement period into to a maximum of two (2) periods for Bereavement Leave for Immediate Relationships, if requested, in order to accommodate difficult arrangements or settling affairs. In the event the service occurs on a non-workday, the Bereavement Days shall be taken adjacent to the non-workday of the service.

Pay:

Bereavement Leave is paid only when the day is a scheduled workday. Bereavement Leave benefits will be paid at the employees' regular, straight-time hourly rate of pay (including applicable premiums) up to a maximum of eight (8), ten (10) or twelve (12) hours, based on the employee's assigned shift schedule, per benefit day. Employees receiving Bereavement Leave benefits will not be eligible for double payment for any Paid Time Off benefits.

Notification:

An employee should contact their Supervisor as soon as reasonably possible upon notification of the death of the relative. The Company may request necessary supporting documentation upon the employee's return from Bereavement Leave, and if not provided, the employee may be subject to discipline and PTO applied to cover the leave.

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Section 6.

Military Leave:

The Union and Company acknowledge the need to support and accommodate employees who are called to serve their military obligation in the United States Armed Forces, Reserve, or National Guard. The Company will comply with all federal, state, and local laws that regulate military leaves of absence and will not discriminate with respect to an employees' employment on the basis of the employee's military service.

Recognized Types of Military Absences:

- Military Training - examples would be annual summer training, weekend drill, and extended training
- Public Emergency - an example would be disaster response and civil unrest
- Active-Duty Status - State or Federal

The Union and Company recognize that individuals serving in the National Guard and Reserve need time off from work sufficient to enable them to travel to and from the place of training and have a night of rest before starting the training or returning to work, so that they can perform the training and their work in a safe and effective manner.

Therefore, travel and rest time will be excused and unpaid. Employees may use PTO to receive payment for this time.

Compensation While on Military Leave:

Employees who are on military leave for military training or public emergency, shall receive pay up to 30 working days paid at their regular pay rate less the amount of their base military pay received while out on leave. Employees who are called up to active duty will receive up to 12 months of paid leave at their regular rate of pay less the amount of base military pay received. Payment for military leave which extends beyond one (1) month will be calculated based on the employee's most recent submitted military pay - statement.

In the event of a public emergency of more than 30 days or active duty of more than 12 months, the Company may extend the military compensation benefit, based on individual circumstances.

In the event of an increase in the employee's military pay (i.e. promotion/change in rank), the employee will furnish the Company with an updated statement of military pay as soon as is practicable.

In order to receive payment for Military Leave, the employee shall give the Company prior notice of such military duty by submitting a "Military Leave Request Form" and

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attaching the written military orders. Upon return to work, the employee must furnish the Company with a statement of the employee's military pay while on such duty.

Health Benefits While on Military Leave:

Employees performing military duty for less than 31 days will maintain the same health care coverage as before the employee reported to duty. Employees performing military duty more than 31 days may elect to continue Company sponsored health care coverage for up to 24 months. To continue benefits, employee's need to continue to pay the employee's portion of the coverage premiums.

Military Leave on a Recognized Holiday:

Employees on military leave during a recognized paid company Holiday will be eligible for full holiday pay.

PTO/Benefits/Bonuses/Profit-Sharing

Military leave will count as hours worked for the purpose of bonuses, and PTO accrual. Employees on military leave will accrue PTO at their regular rate and will be eligible for all benefits and bonuses. When calculating bonuses and Profit Sharing, military time will be counted as full hours worked at the employee's current pay rate.

Seniority:

Military leave will not be considered a break in seniority. Employees will continue to accrue seniority throughout the duration of their military leave.

AT-ATO-010

Section 7. Leaves Of Absence Jury/Witness Duty

Any seniority employee who is summoned and reports for jury duty (including coroner's juries) or who reports for pre-jury duty examination required by the court or administrative governmental agency, shall be paid by the Company at their regular rate of pay on their current assigned shift (including night shift premium) for each day they report for or perform jury duty.

Employees with an established shift starting time on or after 7:00pm and on or before 4:45am will also be excused from work, paid as described above, 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.

To receive pay under this Section, employees must submit the official documentation to their Supervisor as soon as they are notified and must furnish satisfactory evidence that jury duty was performed on the days for which payment is claimed. The provisions of this Section are not applicable to employees who, without being summoned, volunteer for jury duty.

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If the employee had previously scheduled Paid Time Off (PTO), that PTO will be changed to Jury/Witness Duty Leave and that PTO will not be deducted from the employees PTO bank.

AT-ATO-015

Section 8. Veteran Medical Appointments

The Union and the Company recognize the importance of honoring Veterans who have served our nation. To assist those veteran employees who have incurred a service-connected disability or are in the process of securing benefits/ medical services for service-connected disabilities, and have a prescheduled medical appointment with the Veterans Affairs (VA) Medical Department shall not be an occurrence under the VW Attendance Policy, provided:

- the employee notifies management ten (10) working days in advance of the appointment; and
- submits documentation of the visit upon returning to work

At the employee's discretion, time off for VA appointments may be coded as Excused Unpaid, Paid Time Off (PTO) or Unplanned Paid Time Off (UPTO).

AT-ATO-012

Section 9. Educational Leave of Absence

An employee with one (1) or more years of seniority shall, upon written request at least thirty (30) days prior to the beginning date of the leave and subject to the following conditions, receive a leave of absence for up to one (1) year to further the employee's education.

When applying for such leave, the employee must present evidence to the Company of acceptance as a full-time student at an accredited college, university, or vocational institution; and upon completion of each semester or other school term encompassed by the leave, the employee must present satisfactory evidence of continuous attendance at the educational institution as a full-time student during such term(s).

Educational Leave of Absence may be renewed with the approval of the Company, subject to the same conditions set forth above concerning evidence of acceptance and of continuous attendance at the educational institution as a full- time student.

The employee's seniority shall accumulate throughout the period of the educational leave of absence. If the employee completes or discontinues such educational program prior to the expiration date of the leave and makes application for reinstatement within five (5) working days of the date of completion or discontinuation, the employee shall be

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reinstated at work in line with the employee's seniority status in the classification in which the employee was engaged last prior to the leave of absence.

AT-ATO-011

Section 10. Public Office Leaves of Absence

A seniority employee elected or selected for a full-time public office which takes them from their employment with the Company shall, upon prior written request, receive a temporary leave of absence for the term of such office or one (1) year, whichever is less, and upon their return shall be reinstated at work in line with their seniority status in the classification in which they were engaged last prior to the leave of absence. The employee's seniority shall accumulate throughout the period of the leave of absence. Such leaves of absence may be renewed yearly with the approval of the Company.

AT-ATO-007

Section 11. Union Leaves of Absence

An employee elected to a Union position or selected by the Union to do work which takes them from their employment with the Company shall, upon written request from the Union, submitted to the Company at least three (3) days prior to the first day of absence, receive an unpaid temporary leave of absence for the period of their service with the Union, and upon return shall be reinstated at work in line with their seniority status in the classification in which the employee was engaged last prior to the leave of absence. Seniority shall accumulate throughout the period of the leave of absence and full weeks of Union leave of absence shall be credited towards the hiring-in rate progression schedule when the employee is reinstated upon their return. Leaves of absence for a period of a year or more may be renewed yearly upon written request to the Company.

AT-ATO-016

Section 12. Contractual Benefits

All healthcare and life insurance benefits provided for in this Agreement will continue during any leave of absence up to 24 months. The employee will be responsible for paying their portion of the benefit premium for the duration of any leave of absence.

AT-ATO-013

Section 13. Seniority

Seniority shall accumulate during the period of an approved leave of absence for seniority employees.

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AT-ATO-017

Section 14. Failure to Report

If the employee fails to return within 5 working days after being notified to return to work and provided at least ten (10) working days have elapsed since the employees last day worked they shall lose seniority, unless a satisfactory reason is given.

Medical leaves will not be cancelled except in unusual situations such as suspected abuse of the medical leave provision.

In cases where conditional or approved medical leaves of absence have expired, the Company may send a notice to report. Such notice shall be sent by certified mail with return receipt to the employee's last known address according to the Company's records. The date on the notice shall be the same date the Post Office time stamps receipt the notice for mailing.

Disputes under this provision (e.g., timeliness of notice and reasonableness of employee failure to report) shall be grievable.

A copy of the notice to report sent to an employee will be furnished via e-mail to the Chairperson concurrent with the mailing of the notice.

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Article XIV Attendance Policy

AT-ATO-001

The Company and the Union agree that the business can only run effectively and efficiently with regular and appropriate attendance, that regular attendance is an essential function of all production-based jobs, and that absenteeism must be addressed in a cooperative and constructive manner. Tardiness and absenteeism not only cause disruption to Company operations but can also result in inconvenience for those who fill in for late or absent employees. The Parties also recognize that tardiness and absenteeism should be resolved in a reasonable manner, and constructive interventions play a part in improving attendance. Based on the foregoing, the below procedure is intended to encourage regular attendance through corrective action:

1. This procedure is separate and distinct from the Company's standard disciplinary procedure. All instances of employee absence, except the excludable absences defined in Paragraph 4 below, will be addressed through this procedure.
2. Scheduled work time missed that is not an Excused Absence is considered an Unexcused Absence. This includes:
 - Failure to work as scheduled (regular time and/or overtime)
 - Committing to work voluntary overtime but subsequently failing to work without notifying Supervisor of an exigent circumstance.
 - Absence due to arrest, criminal charge, or incarceration
 - Personal court appearance due to arrest or criminal charges
 - Failure to cover an absence with PTO, UPTO, approved leave, etc.
3. A Tardy is when an employee is not present for any portion of the first 60 minutes at the beginning of a shift or takes longer than the allotted time for rest breaks and meal periods. A grace period may be granted by the employee's supervisor for exigent circumstances. An Early Out is when an employee leaves work before the end of shift. Leaving before the end of a shift without approval will be considered an Unexcused Absence.
4. Absences that will be excluded from this Article and will not subject an employee to an attendance occurrence ("Excused Absence") include the following:
 - Approved PTO, No Pay/ No Penalty, UPTO
 - Company Designated Holidays
 - Jury/Witness Duty in which you received a summons, a court appearance, or other personal issues that do not include the employee's arrest or criminal charges. Documentation must be provided prior to the date of the court appearance.
 - Military Leave
 - Short Term/Long Term Disability
 - Bereavement Leave

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- Authorized doctor visits and associated medical treatment resulting from a work-related injury or work-related illness
- Absences covered under the Family and Medical Leave Act
- Absences required to be protected by law
- Personal Leave of Absence (PLoA)
- Company-approved leaves including those that are outlined in Article ____.

5. Reporting Absences.

- Employees that cannot report to work as scheduled or plan to leave prior to the end of the scheduled shift are required to notify their Supervisor as soon as possible, but no later than thirty minutes prior to the start of the scheduled shift for which they will be absent or tardy. Unless a satisfactory reason is given to the employee's Supervisor, failure to properly notify their Supervisor, as stated above will be subject to the Progressive Disciplinary Steps as outlined in Article ____.
- Employees that need to leave work early are required to notify their Supervisor [or next level of supervisor/ another member of management within the same department if the immediate supervisor is not available] as soon as possible. Failure to follow this process shall be considered job abandonment unless there was a reasonable circumstance that prevented the employee from being able to notify leadership. Job abandonment constitutes a voluntary resignation.
- In the event that the Company requires an employee to leave early, the Company will be responsible to notify the affected Supervisor (e.g. Onsite Medical Clinic or Human Resources).
- Typically, employees must notify their Supervisor of their absence by phone including voicemail) but may communicate via text message.
- Notification should be made personally by the employee (unless there is a Reasonable circumstance preventing the employee from personal notification).
- If the employee's immediate Supervisor is not available, the employee, should report the absence to the alternate Supervisor or the next level of
- management or higher within the same department.
- Employees absent for more than one day are required to contact and notify their Supervisor each day unless other arrangements, such as approved leave, are made.
- The Company reserves the right to require employees to provide proof that an absence was valid (e.g., note from doctor, subpoena, obituary, etc.).

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6. **Measuring Absences.** Unexcused absences will be counted as occurrences. The following table lists the occurrences associated with each type of absence:

Type of Absence	Occurrence
Tardy (beginning with the 4th tardy)	1
Unexcused Absence	1

- The first three (3) tardies will not be counted as an occurrence. Each tardy beginning with the fourth (4) tardy will count as an occurrence.
- Equal Treatment - The Company and Union agree that fair and equal treatment is a cornerstone of employee/employer relations. In the application of the attendance process, an employee will be treated no differently than other similarly situated employees. Further, except for serious infractions, multiple minor infractions occurring simultaneously will be treated as one incident.

Consecutive workdays of unexcused absences (not to exceed 5 work days) that occur due to personal or family (spouse, child, or parent) illness or injury can be combined into one (1) occurrence with supporting documentation, such as a doctor's note. Otherwise, each day will be a separate occurrence.

No Call/ No Show: Not reporting to work and not reporting the absence is a no call/ no show and is a serious matter. An employee absent for three (3) consecutive workdays without notifying the Company will be considered a voluntary resignation, unless there are exigent circumstances (e.g., if the employee is medically incapable of reporting).

7. **Corrective Action.** Attendance issues will be addressed through the following Attendance Improvement Steps:

The Employee's first two (1 & 2) occurrences will be verbal coaching by the Supervisor.

LEVEL	OCCURRENCES	CORRECTIVE ACTION
1	3	*Verbal Warning + Action Plan
2	4	*Written Warning + Action Plan
3	5	*Written Warning with Counseling + Action Plan
4	6	*Final Written Warning with Counseling + Action Plan
5	7	*20 Working Day Suspension + Final Action Plan (+balance of shift)
6	8	Termination

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Occurrences and tardies are accumulated and cleared based on a rolling 12-month period, not on a calendar year. Individual occurrences and tardies will roll off twelve (12) months after the date of the occurrence. Corrective actions will remain active for 12 months from the date of the corrective action.

DSG-011-1-b – (Moved from DSG to AT-ATO)

Disciplinary action for attendance must follow the established progression without skipping steps.

- ACTION PLAN:

This would entail a document to be completed by the Employee with assistance from Supervisor and Union Representative, to help identify areas the Employee might be able to make changes to correct whatever is leading to the attendance issues, including referral to and awareness of any applicable EAP programs. The goal is to bring focus to root causes.

- FINAL ACTION PLAN:

This would be similar to the above, but with an added component of advising Employee to get personal financial affairs in order in the event of termination. The goal is to bring full focus of the current situation in very clear terms.

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Article XV Disciplinary Action Policy (DSG)

DSG-001,002,005,010,015,017,019

The Company and the Union agree that the maintenance of discipline is essential to the satisfactory operation of the plant and that most performance and behavioral issues are resolved easily and informally through feedback and coaching between an employee and his/her supervisor. In order to provide ample opportunity to correct behavior, in appropriate circumstances, the Company will continue to utilize its Performance Matrix prior to progressing to discipline (a minimum of 3 coaching sessions). As part of the Performance Matrix, an employee will have an opportunity to provide feedback to the coaching and if requested by the employee, will receive documentation of it. However, if problems cannot be resolved through the essential process of coaching and feedback, it will become necessary to apply corrective action. To that end, the parties recognize the Company's right to discipline for just cause.

Section 1: Progressive Disciplinary Steps - The guidelines below have been established to ensure standard of conduct violations are dealt with collectively through the progressive disciplinary process. Because most situations are different, however, the application of the various corrective action steps will be based upon the facts and circumstances of each situation. Depending on the nature and the severity of the offense, the Company maintains the right to skip or repeat any of the steps at its discretion, including moving to immediate discharge for a first offense.

DSG-002

Disciplinary action for attendance will be separate from other disciplines and will be governed by article _____.

- Level 1 - Verbal Warning
- Level 2 - Written Warning
- Level 3 - Written Warning with Counseling
- Level 4 - Final Written Warning with Counseling
- Level 5 - 20 Working Day Suspension (+balance of shift)
- Level 6 - Discharge

Section 2: Use of Past Record - In imposing any discipline on a current violation, the Company will not take into account any infractions which occurred prior to the twelve (12) month period of active employment immediately preceding the current charge. In establishing patterns of conduct for a current charge, the Company will not consider infractions which occurred prior to the preceding eighteen (18) months of active employment.

Section 3: Equal Treatment - The Company and Union agree that fair and equal treatment is a cornerstone of employee/employer relations. In the application of the

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disciplinary process, an employee will be treated no differently than other similarly situated employees. Further, except for serious infractions, multiple minor infractions occurring simultaneously will be treated as one incident.

Section 4: Notice of Suspension or Discharge - The plant management agrees promptly upon the suspension or discharge of an employee including a probationary employee who has worked for the plant less than ninety (90) days shall be notified in writing the employee and the Plant Shop Committeeperson in the department of the suspension or discharge, and the reason, therefore. Such notice will be provided at a reasonable time where practicable prior to the end of the shift and will advise the employee that they have the right to request Union representation. If such an employee is absent from the plant at the time the action is taken, or where it was not practicable to provide written notice prior to them before leaving the plant, management will send to the employee's last known address, by Certified Mail, notice of their suspension or discharge and notice that they have the right to request representation.

Section 5. Appeal of Discharge - Disputes arising from disciplinary matters may be addressed through the Grievance Procedure. In the case of a disciplinary discharge, the discharged employee, the Union representative or the Shop Committee may expedite the discharge to the 2nd step of the Grievance Procedure.

Section 6. Holiday Pay - Disciplinary action will not disqualify any employee from receiving holiday pay provided all other federal, state, and local stipulations have been met.

Section 7. The company will provide to the employee any and all copies of corrective action forms at the disciplinary hearing.

DSG-004

Fresh start on discipline

During the 2024 negotiations, the joint parties discussed the need for a fair and transparent way to transition active disciplinary actions to the disciplinary process contained in the Agreement at the time of ratification. As such, the Company agrees to move current disciplinary actions to the new disciplinary process at one corresponding numerical level below the current level. For example, if you are at a level 2 in the previous process for attendance you will transition to a level 1 in the new process in attendance. The same is true for any performance issue as these are separate infractions from attendance. The company has agreed not to pyramid these into the same process. Further, timelines for active disciplinary actions will remain the same with a rolling twelve (12) month limitation period.

DSG-018

Disciplinary hearings

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During the course of the 2024 negotiations the parties discussed the importance of privacy in cases where a disciplinary hearing is held. When practicable, the company will provide an area that is private, away from the view of other employees and secure to prevent interruptions.

DSG-008

Time limits for Disciplinary Action

The Union and the Company recognize the need for the expeditious and thorough handling of disciplinary actions and their investigations. Therefore, the Company will initiate this process within 12 days of the date of when it knew of, or should have known of the infraction. It is recognized by the parties, however, that situations may arise that call for an extended timeframe to properly address or investigate an issue.

DSG-009

Use of Electronic Devices for Discipline

Recording devices in production areas are primarily intended for the purpose of monitoring equipment processes, facility security, and safety related issues, not for monitoring employee's performance for disciplinary reasons. In appropriate circumstances, this information may be considered for disciplinary action. The Union will be notified and be able to review and discuss any newly added security camera's in these areas.

DSG-012

Employee work record

During the 2024 negotiations, the union and company discussed that all employees will be able to view their full employee record at a mutually agreed upon time. Both parties agree that this is important going forward in the interests of a fair and transparent workplace.

DSG-016

Past disciplines

During the negotiations of this agreement, the Union and Company discussed and-agreed to a further review of the circumstances surrounding the terminations of a list of former employees provided by the Union. These disciplines are ones that have occurred since April 19, 2024, through ratification of this agreement. The International Union will discuss

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and attempt to resolve these cases with the Company. However, the Company is not liable under this agreement if the terminated employee is not reinstated, and the issue is not grievable under this agreement.

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Article XVI Wages and Other Economic Matters (MT)

AT-ATO-049 Holidays GM Schedule

Holidays hours will be from midnight to midnight.

AT-ATO-051 Holidays (Weekends)

The actual dates of paid holidays will be determined by the Collective Bargaining Agreement.

If a holiday occurs on a Saturday, the Friday before the Saturday holiday will be recognized as that holiday. If a holiday occurs on a Sunday, the following Monday will be recognized as that holiday.

Payment eligibility for a specific holiday requires that the employee must work the last full scheduled workday before the observed holiday and the first full day following the observed holiday. The employee may also utilize an excused absence (i.e. PTO, Jury Duty, Bereavement) or approved unpaid FMLA or Military leave instead of working the day immediately preceding and following an observed holiday to be eligible for pay on that holiday.

AT-ATO-052 Floating Holidays

In addition to the list of Company approved holidays, Bargaining Unit Members will receive two (2) paid floating holidays at the beginning of each year to be used throughout the calendar year. New Bargaining Unit Members who are hired from January through June of the current year will receive two (2) paid floating holidays. New Bargaining Unit Members who are hired from July through the remainder of the current year will receive one (1) paid floating holiday. Floating holidays will not roll over from year to year.

Employees must request to use floating holidays through the Company's timekeeping system. Floating holidays must be used in full day increments. The number of hours will be based upon the employee's assigned shift. The same rules in article XX for scheduling PTO apply when scheduling floating holidays. Floating holidays will not automatically be utilized in conjunction with Leaves of Absence (ex. FMLA, etc.).

MT-006 PAY SHORTAGES

In the event an employee discovers a pay shortage on their paycheck, the employee must notify their Supervisor immediately. The Supervisor will review and make any necessary adjustments through the Company's time keeping system and notify the payroll department. Approved base pay shortages over net \$100 and overtime pay shortages over net \$200 will be paid out to the employee via pay card within 72 hours of both the

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Supervisor and Payroll department being notified. Employees may choose to have any shortages apply to the next pay period.

Any approved shortages on bonuses will be paid out on the next pay period once the employee has notified their Supervisor, the Company's time keeping system has been updated, and the payroll department has been notified.

MT-007 RECOUP PAYMENTS

Employees have a responsibility to report payroll overpayments to their Supervisor immediately. The Company has nine months to identify overpayments, and if they are not identified from the date of the overpayment, the Company will not pursue collection of the overpayment. The process of recouping funds due to human error, or system failures, or other reasons not stated, will be communicated to the affected employee, with specific details including pay periods, pay dates, hours, and rates of pay to substantiate the error. The employee may be eligible to repay the overpayment over multiple checks, or they may write a personal check or money order to repay the overpayment back to the Company. The employee will need to complete a form through the Payroll department indicating their repayment preference.

PS-037 DOUBLETIME

All hours worked over forty (40) will be paid at 1.5x ("time and a half"). All hours worked over sixty (60) will be paid at 2x ("double time").

PS-026 SUNDAY PREMIUM

Employees will be entitled to double time for any hours worked on the seventh day of a scheduled work week (e.g., Sunday for a traditional M-F schedule). Employees must meet a minimum threshold of forty (40) hours worked to qualify for double time. This paragraph shall not apply to anyone assigned to the launch team.

Employees assigned to any launch team will be entitled to double time for any hours worked on the seventh consecutive day of a scheduled work week. Employees on a launch team must meet a minimum threshold of forty (40) hours worked to qualify for double time.

The following are considered "hours worked":

- Regular working hours
- PTO (both planned, unplanned, or PTO hours covering any Leaves)
- Holidays (as observed by your assigned shift/team)
- Bereavement leave
- Jury duty
- Military leave.
- Union Leaves of Absence

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For purposes of hours counting toward the forty (40) hour threshold, no hours may be counted more than once.

PS-029 HOLIDAY PREMIUM

Members who work on a Company observed holiday will be paid double their hourly rate, including applicable premiums for hours worked, in addition to the normal holiday pay they would have received.

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Article XVII Profit Sharing (MT)

See Settlement Agreement

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Article XVIII Miscellaneous (ML-LP)

Section 1.

ML-LP-001 - Mobile Device Usage Policy

The Union and the Company agree to implement a policy encouraging safe and prudent mobile device use within the plant and on Company property which minimizes risk during use.

Mobile device use will not be limited during emergency situations or emergency response.

No employee will use any mobile device while operating any type of vehicle ie. Tuggers, forklifts, golf carts, finished product vehicles.

Our operation and facility contain moving vehicles and equipment so people must always remain aware of their surroundings. Use of audio headphones or audio devices that occlude both ears is prohibited as they may impair the ability to hear warnings, emergency sounds or moving vehicles.

The use of mobile devices should not negatively impact production or quality. Team members will be allowed to use one ear bud, or OSHA approved Bluetooth earplugs during work hours while in process understanding that primary focus must be safety, standard work and quality. During downtime and line stoppages, employees may utilize their personal mobile devices providing their immediate work area is clean and maintained and the team members have not been given additional tasks by supervision. The use of such device cannot negatively affect the restart of production or cause any potential safety hazards due to lack of team member attention.

If the guidelines are not followed, behavior will be addressed following disciplinary steps.

Use of mobile devices is prohibited in areas where hazardous vapors, gases or dusts could be ignited.

ML-LP-008, 009, 010 - Clothing and Uniform Hourly Team Wear Branding

The Company will continue to provide team wear options from which the employee can choose. The Company will take the Union's feedback and ideas for improvements to team wear into consideration.

The UAW wheel will be included as an option that can be selected by Team Members when ordering American made uniforms. Upon ratification of this Agreement, the official UAW wheel format will be provided by the Union to the Company for use in team wear.

"Union Made" and/or, "Made in the USA" team wear, when available, will also be an option that can be selected when ordering. This option will be made available within one year of ratification of this Agreement.

ML-LP-034 – Continuation of Family Day

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During the 2024 negotiations, the parties discussed the Family Day (Open House) that Team Members and their families have enjoyed for many years. The Union has expressed its desire that the Company continue this event as it helps build pride and morale among the Volkswagen/UAW family. The Company will determine future Family Day events and consider any input from Union Leadership for planning purposes.

ML-LP-036 – Joint Messages will have the Union Wheel

The parties agree to use The Union Wheel on any joint message released to the hourly workers of Chattanooga. This will include communication through the internet (forums, social media, websites), internal written, mail (USPS), or any other visual communication released jointly where it is reasonable to use The Union Wheel.

ML-LP-017 – Reasonable Cause Testing

In addition to any other testing protocols agreed to by the parties, the Company agrees to only test for alcohol and drugs with reasonable cause.

Reasonable cause shall be defined as those circumstances, based on evidence (including reported through a supervisor, HR or the hotline within 10 hours of report) about an employee's conduct in the workplace, that would cause a reasonable person to believe that the employee is demonstrating signs of impairment. This language shall apply to all employees within the bargaining unit and reasonable cause testing shall not be a proxy for random drug screening. Examples include, but are not limited to, difficulty in maintaining balance, slurred speech, erratic or atypical behavior, or otherwise appears unable to perform their job in a safe manner. The following items will not be used as the exclusive basis for reasonable cause testing: poor attendance, untidy appearance, or failure to meet production or quality standards.

When reasonable cause is present, the following steps will be taken:

A supervisor or designated Company representative must document the reasons for reasonable cause testing.

Should said employee ask for union representation at any time, it will be granted immediately. However, a union representative shall not interfere in the testing process.

Prior to being tested for reasonable cause, an employee will be evaluated by a medical professional. This evaluation will be recorded in writing and shared with the employee at the time it is given. A drug and/or alcohol test will be performed shortly thereafter. The failure to comply with testing protocols will result in a finding of impairment.

Employees found to be impaired following the protocol defined above will be prohibited from driving and transportation arrangements will be made for them by the Company (any

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necessary transportation costs will be made by the employee). Appropriate administrative and/or disciplinary steps will follow a finding of impairment.

ML-LP-058 – Mutual Respect

The Company and the Union understand a positive relationship is based on mutual respect and open, constructive communication. Every employee must be aware of their social responsibility, particularly as regards to the well-being of people and the environment, and ensure our company contributes to sustainable development. Therefore, the Company and the Union will continue to look for opportunities to improve the culture and relationships, including a focus on respect, constructive interactions, and behaviors. Both parties support the principle of mutual respect and cooperation between Supervision and Team Members in their day-to-day relationship.

ML-LP-066 – No Financial Penalty for Refusing Work Outside the Bargaining Unit

The parties agree that no employee shall be at a disadvantage financially or punitively for refusing work that is not within the Bargaining Unit residing at 8001 Volkswagen Dr., Chattanooga, TN 37416. The parties also agree volunteer work within our community is an important way to give back. Company led paid community outreach events will be optional to our employees.

The Company agrees to immediately implement this policy after ratification of this CBA.

Section 2. Inside Facilities

ML-LP-002, 003, 005 – Cafeteria

Main cafeteria efficiency: The parties recognize the need to develop a plan to reduce bottle necks. The parties agree to meet within 60 days of ratification with the purpose of discussing options to enhance services. The Company is committed to work with the Union to explore options to carry into effect resolution to this concern. The parties agree the Company will maintain cafeteria equipment to ensure it is in proper working order. Any changes to the Cafeteria Services will be communicated to the Union in advance.

ML-LP-006 – Expanded Restroom Facilities

Restroom Facilities—The company commits to a semiannual deep cleaning of the restrooms in production areas. The Company will utilize a cleaning schedule of the restrooms that ensures the restrooms are not serviced during break times and lunch time. The restrooms will be cleaned and stocked when they are serviced to include: paper towel dispensers, soap dispensers, along with any other items that are applicable for hygiene purposes.

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Break Rooms: The parties recognize the need for the set cleaning and maintenance schedule of Break Rooms in all shops. This is to include the removal of trash and proper cleaning of microwaves daily. Cleaning of furniture and other items in the break area is a shared responsibility between employees and our service providers

Locker Rooms: The parties also discussed the cleanliness of the Locker Rooms and the need for a set cleaning schedule. The locker rooms will be cleaned and stocked when they are serviced to include: paper towel dispensers, soap dispensers, along with any other items that are applicable for hygiene purposes.

Dumpsters: The parties agree that regular maintenance of the gondolas along with a set schedule for emptying the trash in production areas will be implemented.

Contact information to report cleanliness concerns and repair requests will be provided in restrooms, break areas, and locker rooms. Cleanliness of the resources such as locker rooms and restrooms is a shared responsibility between production employees and our service providers.

The parties will agree to meet within 90 (ninety) days after ratification of this CBA to start the process of implementation of identified items listed above in this letter of understanding.

ML-LP-014 – Water and Ice Stations

The Company and Union have had extensive discussions on water and ice stations throughout the facility. During these discussions it was agreed that there is a need for a complete review of the number and cleanliness of each station. The Parties also agreed that there will be a process to identify and rectify any issues with these stations. This will be accomplished by posting Contact information at each station for our employees to report any issues with these areas.

The parties agree to meet sixty (60) days after ratification of this agreement to establish this process and identify any issues that require repair.

ML-LP-015 Company to provide fans in all areas

The parties agree to identify a test area to improve overall air flow. Based on the results, an improvement plan along with an estimated timeframe for completion will be presented to the union within 180 days of ratification. The Company is committed to working with the Union to improve airflow.

ML-LP-020 – Space for Personal Items in Your Work Area

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The Company will provide space for personal items within each pitch in areas/shops where feasible and space allows without safety concerns. The area should be large enough to accommodate small items such as keys and a phone.

This will be implemented within 180 days of ratification of the CBA.

ML-LP-023 – Break Rooms

The Company agrees to make a recommendation for a standard fit out for break areas in each shop (e.g. microwaves) to be reviewed by both parties. Fans are to be included for areas that do not have adequate ventilation. The parties agree and understand that the issue identified within this letter will take time to resolve.

The parties will agree to meet within 180 days of the ratification to start the process of implementation of the identified issue listed in this letter of understanding.

ML-LP-025 – Free Medical Care Onsite

The company will provide free over the counter medications they have historically provided to employees.

ML-LP-031 – Lactation Rooms

The Company will continue to provide adequate space, complying with federal and state laws, to nursing mothers for the purpose of expressing and storing milk.

Any issues that arise regarding the provided space(s) will be brought to Local Management for discussion and resolution.

ML-LP-032 – Meditation Rooms

A meditation room will be developed for use by employees with an intermittent FMLA for mental well-being and for religious purposes. A medical accommodation or a religious accommodation request will be required for approval of badge access.

This will be completed within 180 days of ratification of the CBA.

ML-LP-033 – Deactivation of Badges

It is essential to maintain deactivation of badges in certain situations to ensure the health and safety of our employees. Some examples of these situations could include personal illness where the employee must be cleared to return to work through our onsite medical clinic, surgery for a work-related injury, investigation that include a safety or security concern, and non-use of a badge for greater than three (3) weeks. Where an employee has scheduled a return to work appointment with the medical clinic, the clinic shall

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reactivate the employee's badge prior to the appointment so that the employee may enter the building upon arrival.

Section 3. Outside Facilities

ML-LP-059-061-062 – Better Parking, Loyalty, Security

Better Parking: The parties discussed and agreed that drainage in certain areas of the parking facilities is not adequate and agree to remedy this issue.

Expanded Loyalty: The parties agree to add loyalty parking at gate three (3) as to not disadvantage those who utilize that entrance to the plant. This is to ensure at every entrance everyone who is loyal to the brand enjoys premium parking for their respective work location.

Better & More Security: The Company agrees to install placards with emergency call information throughout the parking lots so that employees can call for help if needed.

Improvements addressed herein are expected to be made no more than one (1) year after ratification.

ML-LP-060 – Bus Schedule

The shuttle bus schedule will be adjusted to follow all scheduled shifts for Monday start of first shift through Friday at the end of second shift. If there are any changes to the Bus Service, the Company will notify the Union as soon as practicable.

ML-LP-063, 064, 065 – Parking, Disability, Maternity

Parking: The parties agree an individual should not be put at a disadvantage because of their disability. Right now, current policy requires an extensive check through the state to ensure an individual is entitled to disability parking. This causes said individual to be unable to use their state issued placards immediately. To remedy this issue, an individual should still use the current process through medical and show the proof of possession of a disability parking permit. The individual will be granted immediate protection to utilize their disability parking. When and if a report comes back from the state showing an individual does not have a legal right to utilize disability parking, that privilege will be revoked immediately, and the employee will be subject to disciplinary action up to termination.

Light Duty Parking: An employee that has sustained a work-related injury that causes mobility issues and is placed on work restrictions by a medical provider should be given temporary disability parking immediately. When the employee is removed from the work restrictions, the temporary disability parking is also nullified.

Maternity Parking: The parties identified the issue of maternity parking and agree to add maternity parking near gate three (3).

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ML-LP-067 – UAW Flag

The Volkswagen plant located at 8001 Volkswagen Drive, Chattanooga, TN 37416 where employees are represented by the UAW will make arrangements to fly the UAW flag. The appropriate UAW flag will be provided to the Company by the Local Union President.

The parties will agree to meet within 30 days of the ratification to start the process of implementation of the identified issue listed in this letter of understanding.

EDTP-017 Union Bulletin Boards

The Company is committed to maintaining the current number and location of the Union bulletin boards and agrees to add additional boards to areas identified by the Union Chairperson as high traffic areas, where practicable. These bulletin boards are to be used solely by the Union for posting the following notices:

1. Notices of Union recreational and social affairs;
2. Notices of Union elections, appointments, and results of Union elections pertaining to the local plant; and
3. Notices of Union meetings and educational classes.

Additional types of notices may be posted by mutual consent of the Company and Union. The bulletin boards shall not be used by the Union or its members for disseminating propaganda of any kind whatsoever, including posting or distributing of pamphlets, advertising, or political matters. The Union's use of the bulletin boards must also comply with all applicable Company policies and regulations.

EDTP-019 Communication Channels

The Company will grant the Union access to the HIVE content submission form to make official Communication requests. These requests include messages and/or slides to video monitors, the Charge and other Company communication channels. The Communications & CSR Specialist will review all requests made and provide explanation for the approval or denial of the request with the Chairperson.

EDTP-020 Build/Shift Schedules

The Company will ensure daily build schedules are made available through relevant employee notification methods prior to the start of each shift. The operating calendar will also be made available through relevant employee notification methods.

AT-ATO-003 Awards & Recognition Program

The Company commits to continue with awards and recognition programs and is willing to jointly discuss ideas for future programs.

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- Leased Vehicle Program

DSG-026 Reinstitution of Grievances

The Company and the Union recognize that the mutually satisfactory resolution of employee complaints in the grievance procedure, by authorized Company and Union officials, results in a final and binding determination for both parties as well as the employee involved. The parties' recognition of this principle will contribute to stability and certainty to the grievance procedure. Accordingly, the Company views any attempt to reinstitute such claims by either party as being antithetical to the purposes for which the grievance procedure was established.

However, subject to the provisions of **Article ____ Section ____** of the parties' Agreement, in those instances where the UAW's International Executive Board, Public Review Board, or Constitutional Convention Appeals Committee have reviewed a grievance disposition and found that such disposition was improperly concluded by the Union body or representative involved, the International Union UAW may so inform the Labor Relations Staff of the Company and request in writing that such grievance be reinstated in the parties' grievance procedure at the same level at which it was originally settled. After receipt of such written request, the grievance will be so reinstated by the Company.

The International Union agrees to, as soon as possible, notify VW Labor Relations when an appeal for such a review is initiated by one of its members.

It is understood by the parties, however, that the Company will not be liable for any back pay claims from the time of original disposition to the time of reinstatement of the grievance, and it is further agreed that the reinstatement of any such grievance shall be conditioned upon agreement by the Union and the employee(s) that neither will pursue such back pay claim against the company.

This letter is not to be construed as modifying in any other way either party's rights or obligations pursuant to the Collective Bargaining Agreement or the final and binding nature of any other grievance resolutions. It is also understood by the parties that this letter of understanding and the Company's obligation to reinstate grievances consistent with the conditions set forth above and upon written request from the Union, can be terminated by either party upon thirty (30) days' notice in writing, to that effect.

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Article XIX Duration Of Agreement (MT)

See Settlement Agreement

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Appendix C, Attachment A Benefit Plans Agreement (Benefits)

HD-RI-RH-LS-28 Coverage Effective Date for New Hires

A newly hired employee shall become eligible for the following coverages on the first day of the month following the first day of employment:

- Healthcare
- Dental
- Vision
- Basic Life Insurance
- Accidental Death and Dismemberment Insurance
- Voluntary Benefits
- Supplemental Life Insurance
- Dependent Life Insurance
- Supplemental Accidental Death and Dismemberment Insurance
- Dependent Accidental Death and Dismemberment Insurance

A newly hired employee shall also be eligible for the following coverages on the first day of the month, after 90 days of employment:

- Short Term Disability
- Long Term Disability

HD-RI-RH-LS-035 Eligibility for Healthcare, Dental, and Vision will include:

- Spouse
- Children until the end of the month in which the child turns age of 26
- Adopted Children until the end of the month in which the child turns age of 26
- Stepchildren until the end of the month in which the child turns age of 26
- Disabled Children past the age of 26 if PTD before age 26 – TA
- Legal Guardian Children until the end of the month in which the child turns age of 26.

HD-RI-RH-LS-014 Review Disabled Dependent Insurance After Age 26

Eligibility for healthcare (including dental and vision) will include a child aged 26 or more years old, unmarried, and primarily supported by you and incapable of self-sustaining employment by reason of mental or physical disability which arose while the child was covered as a Dependent under this Plan, or while covered as a dependent under a prior plan with no break in coverage.

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Proof of the child's condition and dependence may be required to be submitted to the plan within 31 days after the date the child ceases to qualify above. From time to time, but not more frequently than once a year, the plan may require proof of the continuation of such condition and dependence.

HD-RI-RH-LS-001 Dental

The Company will increase the lifetime Orthodontia Benefit coverage amount from \$2000 to \$2200 for the employee, spouse, and eligible dependents and will start implementation upon ratification of the agreement.

HD-RI-RH-LS-002 Vision

The Company agrees to provide a \$350 lifetime reimbursement for Lasik Surgery for the employee, spouse, and eligible dependents and will start implementation upon ratification of the agreement.

HD-RI-RH-LS-036 Continued Coverage for all during any furlough period including dependents (includes dental and vision)

The Company will continue to offer and contribute to the cost of healthcare, dental and vision for an employee and family for the period of any furlough if the employee continues to pay any applicable premium cost.

HD-RI-RH-LS-041 Coverage will continue for the duration of a military-related leave (including dental and vision)

The Company will continue to contribute to the cost of healthcare, dental, vision and other benefits for an employee and family for the period of any Military Leave. Continuation of Basic Life Insurance, and Accidental Death & Dismemberment Insurance will run concurrent with healthcare eligibility.

To continue benefits, employees need to continue to pay the employee's portion of the coverage premiums.

HD-RI-RH-LS-43 Coverage for Discharged Employee

The Company will continue to provide and contribute to the cost of healthcare coverage (including dental and vision) until the end of the month for an employee that has been discharged. Thereafter, if such employee is seeking to have his seniority reinstated through the grievance procedure, the Company will arrange for such an employee to continue as a member of the group, but without contribution from the Company. If the employee is reinstated, the Company will reimburse such employee

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for all contributions in respect to such coverage for the period the grievance was pending until such employee is reinstated from discharge, and again becomes eligible for such coverage as an active employee.

HD-RI-RH-LS-38 Surviving Spouse

Coverage will continue for the surviving spouse and eligible children of a deceased employee for a period of 2 years (including dental and vision).

Company will continue to offer and contribute the employer portion towards the cost of healthcare coverage (including dental and vision) on behalf of a surviving spouse and eligible children of a deceased employee.

HD-RI-RH-LS-039

Coverage will continue for 5 years for a surviving spouse and dependents of a deceased member where the death was due to injury on the job (including dental and vision).

The Company will make suitable arrangements for a surviving spouse, and eligible dependents, of an employee who was actively at work, whose loss of life results from accidental bodily injuries caused solely by employment with the Company, and results solely from an accident in which the cause and result are unexpected and definite as to time and place, to participate in the coverages for which the employee was eligible at date of death, or such other coverage that the employee was eligible to participate, if the surviving spouse so chooses, as a part of the group. The Company will pay the company's portion of the monthly premium for such coverage, which will include hospital, surgical, medical, prescription drug, dental and vision for 5 years for the spouse and eligible dependents. Other than the deceased employee's unborn child(ren), no new dependents can be added to coverage.

HD-RI-RH-LS-042 Coverage will be effective on the first day of reinstatement from any leave in which coverage was cancelled (including dental and vision)

Any healthcare, vision, dental, or Company provided life insurance that was inactive due to ineligibility from leave will be restored effective the first day of reinstatement.

HD-RI-RH-LS-007 Surviving Income Benefit

The Company will continue to offer Basic and Accidental Death & Dismemberment Life Insurance at 2 times Basic Annual Earnings.

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If loss of life results from accidental bodily injuries caused solely by employment with the Company, and results from an accident in which the cause and result are unexpected, the Company agrees to pay an additional 3x Basic Annual Earnings.

HD-RI-RH-LS-3E Life Insurance Continuation on Furlough

The Company will continue Basic Life and Accidental Death & Dismemberment Life Insurance for an employee for the period of any furlough.

HD-RI-RH-LS-3b Company Provided Life Insurance - Discharged Employee

The Company will continue to provide Life Insurance until the end of the month for an employee that has been discharged. Thereafter, if such employee is seeking to have his seniority reinstated through the grievance procedure, the limit for continuation of insurance shall be the period the grievance is pending, with the employee paying the full premium for such continuing coverage; and provided further, however, that if the employee is reinstated the Company will reimburse the employee for all the contributions in respect to coverage which the Company would have made if the employee had remained on the active payroll.

HD-RI-RH-LS-03F Life Insurance on Furlough

The Company will continue current payroll deduction options for Supplemental and Dependent Life Insurance premiums for the period of any Furlough.

HD-RI-RH-LS-55 Improve Short Term Disability

- Wage replacement to remain at 65% of Basic Weekly Earnings
- Benefits will begin the first day of injury treatment, hospitalization, or out-patient surgery.
- The maximum period for which a benefit is payable will remain at 26 weeks
- Short Term Benefits shall be payable to an employee who becomes disabled as a result of undergoing surgery for sterilization purposes.
- In addition to FMLA, employees will retain eligibility for Short Term Disability coverage while on furlough.
 - If the disability should persist beyond the STD eligibility period, the employee will be eligible for LTD under the same terms and conditions as is applicable with LTD.

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- Prorated benefits will continue to be calculated at a rate of 1/7 for each day for such period of disability.
- Terms and conditions of the plan will be administered according to the Collective Bargaining Agreement. Additional provisions of the STD Plan can be found in the formal Plan Document. In case of a conflict between the terms in the CBA and the Plan Document, the CBA will control. Unless legally required, the Company will not make any changes to the Plan Document while the CBA is in effect.

The appeal process to include a Voluntary Review of Denied Disability Claims:

Following receipt of denial from the current appeal process, the employee may request the Union Benefit Representative to discuss the claim and review the reasons for the denial with the Company Representative. The Company Representative will review the case with the Union Benefit Representative. If needed, the Company will request that the Carrier will advise the employee, and if permitted under HIPAA or other applicable law, more details with respect to the reasons for the denial will be obtained from the Carrier by the Company Representative and if appropriate, advise the Company Representative what, if anything, can be done to support the claim for payment of benefits. This information will be provided to the subscriber directly to share with the Union Representative if the employee so chooses. The employee may then submit an appeal to the Carrier for final review of the claim.

Submitting a claim for determination for review under the voluntary process is optional and an enrollee is not required to submit such a claim in order to exhaust their administrative remedies in challenging a determination.

HD-RI-RH-LS-050 LOU Annuities

Mr. Chuck Browning
Vice President
International Union, UAW
8000 East Jefferson Avenue
Detroit, MI 48214

Dear Mr. Browning

Subject: 401K Enhancements

During these negotiations, the parties discussed issues related to the financial security of employees. It was agreed that the current savings plan plays a fundamental role in

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preparation for retirement. It was also agreed that the UAW and Volkswagen will continue working together to study the feasibility of instituting modifications that could enhance the current plan. In part, annuity options were discussed to allow participants the ability of voluntarily converting all, or part, of their 401K savings into monthly annuity payments. Recognizing both the desire for employees to have options with their retirement savings, and the complexity of annuity options, the parties agreed to continue the existing opportunity the plan offers for such a conversion. The Parties agree to continue studying other Plan enhancements, including, but not limited to, modifications allowed by the SECURE Act 2.0 legislation passed on December 29, 2022.

HD-RI-RH-LS-005 Improve Optional Buy-in for critical illness insurance

The Company agrees to continue the existing Voluntary Benefits:

- Accidental Injury Insurance
- Critical Illness Wellness Incentive Benefit
- Hospital Care Wellness Incentive Benefit

The Company agrees to continue the current Health Care Flexible Spending Account and Dependent Care Flexible Spending Account.

HD-RI-RH-LS-16 Pet Insurance Benefit Program

The Company agrees to support the offering of a pet insurance benefit program for employees for the duration of the upcoming UAW contract. The Company will host a URL link on a Company intranet site, accessible by employees, for enrollment in the pet benefit program.

Pet insurance premium costs will be employee funded.

The UAW and the Company will monitor enrollment numbers for the pet insurance program. If there is sufficient enrollment to warrant a payroll deduction, the Union and The Company will mutually agree to explore the possibility of employee payroll deduction to the provider for such insurance.

HD-RI-RH-LS-044 Health and Benefit Plan Appeal process to include a Voluntary Review Process

Following a determination from the health plan Carrier and/or IRO regarding the final appeal of a denied claim after following the Carrier's appeal process, in full or in part, the subscriber may request the assistance of a Union Representative to review the disputed claim with a Company Representative.

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The Company representative may request additional information (if needed) from the Carrier regarding the disputed claim. The Company will request that the Carrier advise the subscriber and, if permitted under HIPM or other applicable law, the Company Representative regarding what, if anything, would be required to approve the claim for payment of benefits. This information will be provided to the subscriber directly to share with the Union Representative if the subscriber so chooses.

If the subscriber is not satisfied with the Carrier's final determination, the subscriber may appeal the claim to the Company Employee Benefit Committee (EBPC). The subscriber's appeal may be presented to the committee via the Company's Benefit Representative or a Union Representative. The EBPC will evaluate the claim against the stated plan coverage, provisions, and procedures to determine if the standard processes and coverage allowances were followed. After review and consideration, the EBPC will then inform the subscriber of its determination and the reasons for it. No medical determinations (e.g., decisions involving medical necessity or requiring medical judgment) will be reviewed or made by the EBPC.

Submitting a claim for determination for review under the voluntary process is optional and an enrollee is not required to submit such a claim in order to exhaust their administrative remedies in challenging a determination.

HD-RI-RH-LS-013 UAW-Volkswagen Benefits Working Group

Recognizing the complexity of healthcare, life & disability, and financial security programs in the United States, the UAW and Volkswagen agree to work together to identify areas where improvements to both the plans and the administration of said plans may be possible.

The UAW-Volkswagen Benefits Working Group will be represented by two (2) representatives appointed by the Company and two (2) representatives appointed by the Union. The UAW will be represented by one (1) representative appointed by the International Union and one (1) appointed by the Local Union. The Company will appoint participants who are knowledgeable in all aspects of the Benefit Program, including, but not limited to, healthcare, dental, vision, disability, life insurance, flexible spending accounts, and financial security issues.

The Working Group will address process issues, which may include carrier/administrator policy and system errors or changes, amongst other things. Additionally, the discussions in the meetings may include:

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- Developing programs to educate members on the various aspects of the different benefit/financial security programs and provide them with the information needed to make informed decisions for themselves and their families.
- Discussion and collaboration for the resolution of any administrative issues, including those that were discussed and/or implemented during negotiations.
- Working with various insurance carriers to ensure proper payment of eligible claims.
- Exploring and discussing the potential implementation of alternative approaches designed to augment or enhance the benefit program.

The Working Group may periodically call on representatives from the carriers of the benefit programs for the purposes of education/presentations and reports on utilization, statistics, cost, savings, etc. Carriers may be called upon by the Working Group for further clarification on issues affecting members. Carriers that may be called upon will include those from healthcare, vision, dental, life insurance, disability, savings, employee contributory programs, spending accounts such as FSA or HSA, or any other administrator the Working Group sees fit.

These benefit meetings will occur quarterly, unless more or less frequently, only by mutual agreement.

No change will be made to the benefit plan unless by mutual agreement between the Union and the Company.

HD-RI-RH-LS-057 Reinstatement from Disability

In the event there is a medical discrepancy of opinion related to an employee's ability to work, or an employee's inability to work, between the employee's personal physician, and the results of the functional Silo Testing, be it the plant physician or an examination required by the insurance company, the following will apply:

If an employee is released to work from a medical leave by their personal physician, and the employee does not pass Silo Testing for any position disagreeing with such personal physician on the employee's ability to work the job in which the employee retained seniority by failing to silo for any area, thereby preventing the employee from engaging in gainful employment, the employee shall continue his disability leave-until such time as the results of the functional Silo Testing concurs with the employee's ability to work and is once again placed back to work in accordance with his seniority. In certain circumstances, and if the employee permits, it may be beneficial for the Company doctor to contact the employee's personal physician.

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Independent Medical Evaluations

- a. If the employee is not satisfied with the decision of the Company's functional Silo Testing results, the employee may request to discuss the matter at the plant with his Union Representative. The Union Representative may initiate the Independent Medical Evaluation Procedure. Once established, the Company will have 7 days to meet with the Union to select a physician from a mutually agreed list of independent physicians, typically using the established Worker's Compensation panel doctors. An appointment with an independent physician will be scheduled no more than 30 days from the date mutual agreement on the independent physician is reached. If the report of the independent physician places work restrictions or limitations on the employee equal to or greater than those previously placed on him by the functional silo testing results, the employee shall stay on medical leave until such time as the employee is able to pass the silo testing--If the report or decision, places work restrictions or limitations on the employee which are less than those previously placed on him by the silo testing, the employee will be placed back-to work in accordance with his seniority and consistent with the restrictions. If there are restrictions placed on the employee by the independent physician that are less than those imposed by the silo testing but are still substantial enough so as to prevent the plant from placing the employee back on his job, the employee will stay on medical leave, until such time as the Company physician reduces or eliminates the restrictions allowing the employee to be placed back on the job.
- b. If an employee on disability leave of absence-disputes a decision denying his disability claim or return to work requirement the employee's personal physician shall work with the insurance company or Company doctor to provide additional documentation to support the disability. If the issue remains unresolved, the issue shall be subject to the claims appeal procedure outlined in the Short-Term Disability plan. Unless released to work by his physician (during the appeal process), the employee will only be placed back to work after the appeal procedure is concluded and the pending successful Silo testing for any area.
- c. If an actively employed employee has restrictions placed on him by the Company physician, thereby preventing the employee from performing work for the Company, the employee will be placed on an applicable paid medical leave of absence. If the employee is not satisfied with this decision, he will have the option of consulting his own personal physician to provide supporting medical documentation to the Company physician or worker's compensation administrator for further review. If the issue persists, the member will have the option of utilizing the Independent Medical Evaluation Process described above.

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Nothing in this section impairs any rights someone has under the ADA or FMLA, nor will the employee be precluded from participating in the established appeal procedure for denied disability claims.

HD-RI-RH-LS-58 Reinstatement After Disability

When an employee's absence from work is due to disability resulting from sickness or injury, with proof of disability from his physician, he will be returned to work in accordance with the Company's policies (such as the functional silo testing outlined below) with his seniority (terms below) if he had not suffered disability. The Company agrees to reinstate all employees who have been on disability and who have sufficiently recovered to safely perform the essential functions of their job, in the Company's determination. These employees will return to active employment, irrespective of how long they were off on disability. An employee will lose seniority while on approved disability leave only if the employee is out on such leave for a continuous period equal to the seniority which the employee had acquired at the time they went on disability up to a maximum of 120 months, or 24 months, whichever is greater. Within this period of a maximum of 120 months, employees will be placed in an "inactive" status and not terminated.

The returning employee must silo test for a job in the plant through the standard VW medical process. This process ensures that the employee can return to work in a job that is safe for the employee to perform. If in the event the employee does not successfully silo for any area, the Company agrees, in good faith, to explore other possible reasonable accommodations. The Company cannot guarantee a job for a person who does not medically silo for a job in the plant that they are qualified to perform.

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Appendix E, MOU Continuous Improvement Program (CIAMS)

CIAMS-001 UAW-0VW Joint Continuous Improvement Program

UAW-Volkswagen Joint Continuous Improvement

The Company and the Union recognize the interdependent relationship of quality, operating efficiency, employee empowerment, and job security. The concepts of employee empowerment, teamwork, and continuous improvement are supported fully by the Company and the Union at Volkswagen.

For Volkswagen to remain a viable competitor and pursue aggressive growth, the Company and Union must improve continuously to enable the Company to achieve its objectives.

Hourly CI positions are not part of the negotiated represented structure. The Continuous Improvement Representative(s) will be locally appointed by the Union based on basic qualifications mutually agreed to by the Union and the Company. Once the Union selects an individual, the Company shall have a right to review and challenge for cause that individual's selection to serve as a Continuous Improvement Representative within ten (10) business days of the Union's notification of the appointment, before they are placed in the appointed position. Any appointee challenged by the Company will remain in their current job position while the Union and Company jointly review and address the basis for the challenge to the appointed position. The final outcome will be reached through mutual agreement, ensuring the appointee fulfills the jointly agreed-upon qualifications and remains suited for the role.

Responsibilities of the Continuous Improvement Representative(s) will include, not be limited to, the following:

- Collecting, vetting, and prioritizing Continuous Improvement Process ideas from the plant;
- Arranging with Supervisors for Team Member participation in scheduled workshops;
- Requesting training for Team Members as necessary;
- Communicating workshop schedules and results;
- Communicating Continuous Improvement Process targets;
- Participating in all relevant workshops;
- Attending workshop report-outs; and
- Following up on open items from previous workshops.

Continuous Improvement is defined as a multi-pronged approach to organizational learning in VW's synchronized production system to enhance quality, operating efficiency, work relationships, and teamwork.

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Within that system, the Company and the Union will work together to identify and correct deficiencies in manufacturing and administrative processes by utilizing VW's Continuous Improvement Process methods. Below is a non-exhaustive list of objectives within VW's CIP:

1. Quality Improvements such as direct run rate increases and A-rank reduction;
2. Cost Reductions;
3. Downtime Reduction;
4. Elimination of the 9 Types of Waste;
5. Increase in Daily Production Output; and
6. Process Improvements such as advancements in ergonomics.

Each area within the Company must be supported in their commitments toward continuous improvement. The parties commit to work together on continuous improvement initiatives at every organizational level to improve quality, operating efficiency, work relationships, work group/team effectiveness, and quality of work life. For example:

- Supporting standardization through best practices;
- Affording the opportunity to participate in workshops that directly impact production;
- Implement and guide continuous improvement within all parts of the organization;
- Foster a strong bond across all levels of the organization, empowering employees to exceed the Company's competitive challenges through the strengthening of the collective desire to increase growth exponentially;
- Drive standardization with resolute determination;
- Provide guidance to work group/team implementation;
- Identify investments in plant improvements or equipment needed to improve quality of product or operational effectiveness;
- Schedule and attend meetings as needed between the UAW Continuous Improvement Representative(s) and senior operating management of the Company;
- Address any other matters that enhance continuous improvement initiatives that the parties agree are appropriate for discussion;
- The parties may jointly set goals and objectives, strategically plan, measure the progress regularly, and ultimately communicate the results to the work force;
- The Company and the Union strive to improve operations using appropriate benchmarking in order to determine opportunities for ongoing improvements.
- The Company and Union leadership must be personally involved and committed to bringing any agreed upon change to realization.

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The Company and the Union agree that the following Continuous Improvement responsibilities will be the focus of our joint efforts toward our common goal to improve the efficiency and effectiveness of our operations, drive standardization, remove all barriers to improvement of teamwork structures, increase opportunities, and fully utilize an empowered work force.

Training:

- Providing new employees with Production Systems training and refresher training as necessary.
- Training needs and resources required to conduct training must be clearly identified. Resources may not be reallocated without prior discussions and approval from all parties involved.
- The company will ensure that necessary training, that is deemed valuable, is provided on a timely basis to hourly employees.
- Training must be provided for newly appointed Union representatives to prevent any slowdown in progress. Their willingness to further develop skills in areas such as problem-solving orientation, process knowledge, effective communication and analytical ability are examples of this.
- The work force is the most valuable resource to the continuous improvement work group/team. Additional training to develop the abilities of the skilled work force will enable those employees to make an even greater impact to these efforts. Making use of, and applying their skills, talents and abilities will be an integral part of the production process.

The parties shall have the ability to jointly identify improvement opportunities and modify the provisions of this Agreement relating to the Joint Continuous Improvement Program by mutual agreement.

CIAMS-003 Team Lead Selection/Deselection

The Company and the Union recognize the significant role Team Leaders have within the Company's organizational structure. The Team Leader role is critical to each work group/team and continually evolves. Tools, training, and qualifications are a big part of the Team Leader's responsibilities to support work group/team effectiveness, foster better teamwork, increase morale, and ensure competitiveness between Volkswagen and the companies it regards as competition.

The purpose of the Team Leader selection/de-selection process is to reliably select qualified Team Leaders willing and able to fulfill the specific Team Leader roles and responsibilities by utilizing a standard process, as well as be a process to help with guidance and mentoring as a way to prevent de-selection where possible.

A Team Leader selection process is developed to safeguard a(n):

- Common process to interview and evaluate all candidates;

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- Consistent and skill-based evaluation benchmark required for the position; and
- Opportunity to provide continued growth and development of skills.

Existing Team Leader Process:

Within 90 days of ratification of this Agreement, there will be a joint review of position expectations with existing Team Leaders. The review will consist of the new Team Leader expectations as well as the developed and standardized roles and responsibilities for the position. It will be critical to ensure that current Team Leaders understand the requirements of the position and complete any tasks as required. A joint verification of competencies and any required training deemed necessary to perform the job will be identified. Based on this verification, the Company intends to reinforce its commitment to encourage and support its employees regarding the enhancement of the Team Leader position.

An existing Team Leader who decides they no longer want to remain in the Team Leader position can choose to opt-out and be placed in a different position within the specific shop where the position exists, following Company and Union job placement guidelines and practices.

However, if an existing Team Leader decides to continue in the position, a Team Leader verification must be completed. A gap assessment and any and all items related to the new standardized roles and responsibilities will be explored proactively through open-ended questions in an enabling and supporting environment. Once verified, the Team Leader, the Supervisor or Manager overseeing the Team Leader, and the designated Union Representative should sign off on this verification.

New Team Leader Selection Process:

The Company and Union jointly agree to:

- Use the Company's promotional job posting procedure and include the standard Team Leader roles and responsibilities document, plus a listing of specific job bid requirements.
- Select candidates meeting the position requirements from within the specific shop where the opening exists. If an acceptable candidate cannot be found within this specific location, the scope can be expanded to include additional shops.
- Minimum requirements
 - Minimum 6 months seniority
 - No level 2 active corrective action or higher (attendance or disciplinary)
 - Updated resume
- A Company recruiting representative and a Supervisor (or higher level of management), will conduct a formal interview with the prospective candidate. The Company will provide the candidate's results to the Union representative.
- Use a standard set of questions to score the candidates based on:
 - Experience and versatility.

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- People and leadership skills in alignment with the Company's global people profile.
 - Knowledge and habits on Safety, Quality, Productivity, Cost, Morale, Environment.
 - Scenario-based questions
- Candidates will be required to take and pass an online assessment on-site after completing an interview to be selected as the final candidate.
 - Foster an environment and commitment to provide continuous learning for the Team Leader role, thru on-going efforts of the Continuous Improvement Program.
 - Any other criteria deemed important by the Company and the Union for initial screening.

Team Leader Deselection Process

The parties value their commitment to enabling and supporting their leaders. The objective of the Team Leader de-selection process is to provide a consistent and uniform process for the Union and Company management team to identify and correct valid concerns. The process is designed to provide opportunities for coaching and performance improvement; and to provide stability in the Team Leader process.

Concerns regarding Team Leaders outside the disciplinary process will be jointly investigated by the Supervisors and above management overseeing the Team Leader position, and the Union representative(s), prior to removing the Team Leader from their position.

There are three (3) scenarios for Team Leader deselection:

- Management request
- Team petition
- Self-Demotion

Management Request:

- Team Leaders will be evaluated based on "Team Leader Role & Responsibilities" by their immediate supervisors & Assistant Managers of their assigned department.
- If minor improvements are needed, an immediate Supervisor will prepare and implement a performance coaching.
- If the performance coaching plan is not satisfactory, a Performance Improvement Plan will be designed to address deficiencies.
- If the agreed upon Performance Improvement Plan does not achieve the intended outcome, the Team Leader may be removed from the position and placed back into operations within the current shop.

Team Petition for Leader Development

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During the initial 180 days after ratification of this Agreement, both parties will collaborate to develop a petition mechanism to address concerns raised by an overwhelming majority (75% or more) of a team regarding their Team Leader. If a team believes their Team Leader requires guidance or mentoring, they may petition their direct Supervisor to review the concerns and provide appropriate mentorship, similar to the deselection process.

- Team Members may petition in writing to request to remove a Team Leader in their shop based on the negative survey reviews using the 360-feedback process.
- Documented coaching with the Team Leader will occur and management once this action is taken.
- Continued failure to address the Team Members' concern(s) will result in the implementation of a Performance Improvement Plan.
- Failure to satisfactorily complete the Performance Improvement Plan will result in the deselection of the Team Leader.
- Removed Team Leaders will be placed in an open job within the current shop and will not be eligible to apply for a Team Leader position for one year.

Self-Demotion

- Team Leader will notify his/her Supervisor in writing of their intent to resign.
- HR will process the Employee Action Form.

CIAMS-004 Develop and Standardize Roles & Responsibilities

Develop and Standardize Roles and Responsibilities-The Company and the Union discussed the importance of standardized competencies and roles and responsibilities for the Team Leader position. The Company and the Union have therefore jointly discussed a list that clearly defines the competencies needed for an effective Team Leader and a list of the Team Leader's roles and responsibilities that provides examples of typical tasks that fall within them.

Below is a non-exhaustive list of the competencies, roles and responsibilities of the Team Leader position that encompasses those skills and abilities that the Company and the Union agree Team Leaders should possess and display to effectively perform in their role, with the intent that the parties further will develop and enhance this list during the life of this Agreement as appropriate.

The Team Leader Competencies, Roles, Responsibilities and Tasks include but not limited to the following:

Safety - Upholds all safety standards, personally and organizationally; leads team in eliminating all risks and wearing proper PPE (Personal Protection Equipment). Maintain a clean orderly workplace, supporting injury prevention through Volkswagen 5-S principles.

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Decision Making - Makes decisions promptly, using all information and resources available in support of the position.

Priority Setting -Assesses a variety of situations and places them in order of importance based on business needs.

Integrity/Trust Values/Ethics - Leads the team in exhibiting and demonstrating these behaviors.

Communication - Expresses ideas clearly, orally as well as in writing, both within the team and externally to leadership and support personnel.

Adaptability - Reacts to dynamic situations and executes actions effectively in support of the Volkswagen Production Systems.

Problem-Solving- Uses available tools and methods (such as 5 Whys, Fishbone, Action Item Sheets, etc.) to solve difficult problems with effective solutions, with the support and guidance from the Company and the continuous improvement representative(s).

Teamwork-Actively leads the team in all activities in support of achieving Safety, Quality, Productivity, Cost, & Environment goals; engages and empowers all Team Members to actively participate in continuous improvement efforts set forth by the Company and

Union's continuous improvement representative(s), as well as any other continuous improvement efforts that may be developed to help eliminate waste and improve efficiency.

Equipment - Verify and confirm daily preventive and predictive maintenance tasks are performed by the appropriate people and tools are in safe working order. Provide necessary PPE and perform equipment checks.

Ergonomics - Address ergonomic concerns and improve working conditions.

Near Misses - Promote a culture of reporting and addressing near misses.

Safety Signs - Ensure visibility and proper placement of safety signs.

Hazardous Materials - Ensure visibility hazardous materials labeling in their area of responsibility.

Evacuations and Disaster Plan - Periodically Inform Team Members on evacuation and disaster procedures.:

Workplace Organization - Encourage cleanliness and proper organization of tools and equipment. Adherence to 5S standards of workplace organization. Complete 5S check sheets, identify opportunities, and fix abnormalities. Obtain materials and supplies for the team. Coordinate appropriate actions to ensure line is properly stocked.

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Communication - Facilitate two-way communication with Team Members and Supervisors. Communicate goals, objectives, and safety information effectively. Communicate as required to perform job functions and recognize team accomplishments. Foster, encourage, and exhibit respect amongst all Team Members by actions.

Training and Development - Learn job roles, processes on-line, and coach Team Members using the TWI (Training Within Industry) method. Encourage Team Members to participate in the ideas program (or any future program or enhancement of the ideas program) and submit improvement suggestions. Help facilitate required training is met within the team, including in the classroom and on the job.

Attendance - Encourage team attendance and cover absent employees whenever needed in the team or department after exhausting other coverage options.

Performance Support - Provide feedback, mentoring, and support to Team Members. Perform Startup and Close-out verification / confirmation tasks. Conduct daily Safety, Quality, Production, Cost etc. verifications / confirmations. Complete daily standardized work observations. Assist team as required to maintain production flow consistent with cycle time requirements.

Team Meetings - Assist and facilitate start-up team meetings, following up and discuss items provided by the Supervisor and local UAW Union.

Job Rotation - Organize and provide training for team member job rotation to enhance versatility.

Quality - Encourage adherence to quality standards and internal/external customer requirements. Understand and adhere to Quality standards and utilize provided tools to validate process adherence and assist in identification of defects or operator issues.

Andon Management- Encourage adherence to Andon usage and respond immediately. React, Resolve, Track abnormalities (ANDON) and confirm closure of concerns.

Environmental - Comply and adhere to requirements including complying with environmental regulations and conserving natural resources (such as energy, water, materials). Utilize strategies to mitigate waste (reduce, reuse, recycle).

CIAMS-006 Training for Team Leads

The Company will work with the Union on future improvements and updates to the Team Leader training program.

CIAMS-005 Team Lead Postings

All team members and equipment operators will be eligible for all Team Leader openings within their current department, provided they meet the minimum requirements outlined in the Team Leader Selection process.

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CIAMS-009 Company Provided Electronic Equipment

The parties agree that the Company provides Team Leaders with all electronic equipment that the Company deems necessary to perform their Team Leader duties.

In the event a Team Leader is missing equipment needed to perform their job duties, they will notify their Supervisor.

CIAMS-007 Temporary Assignment Pay (TAP)

The Company agrees to provide pay differential for bargaining unit members that are temporarily performing other classified jobs within the bargaining unit, starting on the third (3rd) day of temporary assignment. This language will apply moving forward and will not affect assignments made prior to ratification of this Agreement.

CIAMS-011 Insourcing

The Company and the Union, where appropriate, will discuss the practicality of insourcing, in whole or in part, work previously outsourced or new work which the Union identifies as that which might be performed competitively by bargaining unit employees.

The Company will electronically provide to the Union, the same information as it does to all third-party suppliers to bid on sourced work.

If the Union identifies work that it believes it can perform competitively, it may utilize available resources to submit a business case in writing to the Company on a template to be agreed upon by the parties. The Company will evaluate a business case based on the input from the Union regarding insourcing opportunities in the plant at the kick-off of the purchasing process. The Union proposal will be considered as an "Arm's Length" transaction, and no special consideration will be given to the Union over other external suppliers providing offers to ensure compliance. Existing POs/contracts will not be reviewed prior to the release of the scope of work to all companies which begins the competitive quotation process. Additional opportunities identified will be placed on a joint list. The Company shall review and consider any Union business case/proposal, but it retains the sole discretion to determine the assignment of work, based on the merit of the business case/proposal.

CIAMS-012 New Technology (MT-008)

In these negotiations, the parties discussed concerns regarding the implementation of new technology and their mutual recognition that a continuing improvement in the standard of living of employees depends upon technological progress, better tools, methods, processes and equipment and a cooperative attitude on the part of all parties in such progress. Continued technological progress is also essential to the Company's

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growth and to its ability to compete effectively. Technological progress can contribute to the Company's well-being and thereby to the economic well-being of employees.

Recognition

The parties recognize that advances in technology may alter, modify or otherwise change the job responsibilities of included employees, skilled and nonskilled, and that a change in the means, method or process of performing a work function, including the advancement of computers or other new or advanced technology (i.e. Artificial Intelligence A.I., etc.), will not serve to shift the work function normally and historically performed by included employees to excluded employees. It is not the Company's policy to assign to excluded employees work normally assigned to included employees. The parties further recognize that implementing future technologies for optimization of processes is a management right and the above statements in no way reduce the Company's ability to use future technology of any kind to optimize its processes.

Notice and Discussion

The Company agrees to provide advanced written notification to the Local Union of any planning to introduce new or advanced technology so as to permit meaningful discussion of its impact, if any, upon skilled or nonskilled employees. Examples of situations where notification should be given are:

- (A) The first introduction of a technology as compared to previously existing plant technology.
- (B) Introduction of a new, more advanced generation of existing technology having a significantly different impact on the bargaining unit.
- (C) Introduction of a new application of existing technology which has a significantly different impact on the bargaining unit.

The parties will determine the persons to be responsible and involved in the discussions. Included among the information to be provided for discussion is a description of the technology involved, the equipment being introduced, its intended use, the anticipated installation date(s), and a description of the extent, if any, to which such technological changes may affect the work performed by bargaining unit employees. To ensure technical competence and continuous improvement are linked to long-term viability, the parties will develop and implement job practice changes to obtain full utilization of the new technology to increase operational efficiency and competitiveness.

It is understood that the provisions of this section do not preclude the local parties from discussing new work that has never been performed by the bargaining unit.

Training

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The Union voiced concern about the possibility that new, technology impacted bargaining unit work will not be awarded to Bargaining Unit employees if they are insufficiently trained to perform it. In view of the parties' interest in affording maximum opportunity for employees to progress with advancing technology, the parties shall seek to identify appropriate specialized training programs as part of the advanced discussion. The Company shall also make available such specialized training, in advance as practicable, so that employees will be capable of performing new or changed work normally performed by bargaining unit employees.

Dispute Resolution

Should a dispute arise concerning the implementation of new or advancing technology, the parties shall attempt to resolve the matter without resorting to the Grievance Procedure. Such attempt should include discussion of whether:

- 1) Certain new work should be assigned to bargaining unit employees,
- 2) Any effects on the job responsibilities of bargaining unit employees, and
- 3) Other impacts on the scope of the bargaining unit.

Comments by the Union during this discussion will be carefully evaluated by Management in accordance with the Company's policies relative to the assignment of work which comes within the scope and content of that normally assigned to bargaining unit employees. If the issue remains unresolved, it may be introduced into the Second Stage of the Grievance Procedure.

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Appendix G, MOU Job Security Program (JSP)

See Settlement Agreement

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Appendix I, ~~MOU~~ Quality Program (QUA)

QUA-001, 002, 003, 004, 009, 010, 011

ARTICLE ~~1.1~~ - QUALITY

During the 2024 negotiations, the Company and the Union discussed their commitment to a UAW-VW Quality Program. The parties have affirmed their recognition that continuous improvement in the quality of the Company's products and services to meet customer needs and values is essential to securing the Company's long term success in the global marketplace. Both parties agreed that all employees want to produce and deliver high quality products consistently to our customers. The parties recognize that continuous improvement in the quality of the Company's products and services to meet customer needs and values is essential to securing the Company's long-term success in the global market.

The Company and the Union, will work together in a spirit of teamwork, cooperation, and mutual interest to improve process quality. The goal is that these efforts will produce substantial results. The Company and the Union further recognize that local union and employee support and involvement will be key elements of the progress that has been achieved.

To achieve world-class quality, the Company's employees must be engaged in quality processes and problem solving techniques. Both parties are committed to empowering all employees to be quality advocates and enabling continuous improvement every day in the quality of our products. The parties will work toward achieving mutual goals and will take a problem-solving approach to issues. The strengthening of this joint relationship will create a highly successful program based upon a foundation of mutual trust and respect that assures all issues can be resolved on a day-to-day basis. Therefore, this Article and all other agreements regarding the UAW-VW Quality Program are "living documents" permitting the parties to continuously improve, support and expand the UAW-VW Quality Program by mutual agreement outside the normal collective bargaining process.

~~Section 1.1~~ Quality Program Overview

Below is an overview of the UAW-VW Quality Program.

1. Company's Quality Overview

- The Quality Program represents the Company's commitment to ethical work practices and an effective quality management system.

QUA-001, 005 Quality Buyoff

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~~Section 1.5: 2.~~ The Company and the Union had several discussions regarding the issue of Production Management clearing defects from the system or ordering hourly employees to do so.

The Company reserves the right to make business decisions regarding product quality topics throughout the Manufacturing facility. Buying off on defects identified throughout the process must be carefully assessed and done in the best interest of the Company. Team Leaders, QRKs, Supervisors and above have the authority to make these decisions on an “as needed” basis and must do so under good conscience and with the Company’s best interest in mind. Isolated instances may occur that require the decision to be made by Plant Quality Management. In these cases, Quality Management would be consulted to help determine the disposition of these isolated instances. In any event where a person decides to clear a defect, that person must log into the **FisIS** system and use their personal login information to complete **FisIS** transaction.

2 3. Employee Commitment

- All employees, regardless of role or hierarchy, are dedicated to implementing and upholding the Quality program.

3 4. Standards and Expectations

- Ensuring products meet customer and regulatory requirements.
- Adherence to the Code of Conduct and Company Strategy.
- Commitment to continual improvement and quality management.

QUA-001, 006 Quality Tools for Quality Cars

~~Section 1.5.~~ **Quality Tools for Quality Cars** The Company is committed to the provision of Quality tools to employees for them to properly do their job. To ensure such provision the Union suggested, and the Company agreed to the following:

- If an employee is not provided with a properly working tool to do their job they should report it to their Supervisor.
- If a tool is damaged, the employee should report this as soon as practicable to their Supervisor.

In the instance a tool is damaged or missing, the Company reserves the right to investigate. The parties agree that the Team Members have the responsibility to respect provided tools, fixtures, racking, etc., excluding responsibility for wear & tear or accidents, and such conditions will be reported as soon as practicable.

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4.6. Training and Support

- Promotion of employee qualification, motivation, and quality awareness.

5.7. Volkswagen Production System (VWPS)

- VWPS is a key driver for achieving strategic targets like quality, productivity, and satisfaction.
- Principles of waste elimination, sustainable processes, and synchronized production.

6.8. Local Quality Improvement Team

- Composed of one (1) currently existing QRK (Qualitätsregelkreis) Team Leader from each of the following Shops: Body, Paint, Assembly and QA.
- These Local Quality Improvement Team members will be locally appointed by the Union based on basic qualifications in addition to already established QRK Team Lead roles and responsibilities mutually agreed to by the Union and the Company.

7.9. The Local Quality representatives will be locally appointed by the Union based on basic qualifications mutually agreed to by the Union and the Company. Once the Union selects an individual, the Company shall have a right to review and challenge for cause that individual's selection to serve as a Quality representative before candidate is placed in the appointed position. The challenge must be issued within ten (10) business days of being notified of the selection. Any challenge must be made in writing, specifying the reasons for the challenge. Any appointee challenged by the Company will remain in their current job position while the Union and Company jointly review and address the basis for the challenge to the appointed position. The final outcome will be reached through mutual agreement, ensuring the appointee fulfills the jointly agreed-upon basic qualifications in addition to already established QRK/Team Lead roles and responsibilities.

8.10. If no QRK Team Lead is available or qualified for these positions, the union and the company will meet and mutually agree on how to fill this position in a timely manner.

9.11. Local Quality Improvement Team's Roles and Responsibility

- Able to attend the daily Direct Run Rate (DRR) meeting and any other meeting that the UAW Plant Quality Representative and Company agree may require their input or expertise in.
- Attendees at this DRR meeting may consist of but are not limited to: Quality Leadership, Shop Floor Leadership, Engineering, Pilot Hall and Assigned QRK Team Leaders from Body, Paint, Assembly, and QA.
- Review Quality Indicators (Internal Quality Data) at the specified meeting.
- Openly discuss measurables to support the improvement of the indicators.

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- Assist in driving joint actions.
- Discuss problem solving techniques that may improve the Quality Indicators.
- Share and encourage all new Quality initiatives with employees in each department.
- Assist in creating an environment that allows full employee engagement in Quality.
- Discuss training needs that may affect product quality and DRR.
- Monitor performance against Quality objectives and support attaining those goals.
- Ensure that a process is in place to advise QRK or QA Team Members from their respective areas of issues so that communication to the employee is effective.
- Ensure that effective communication is in place among all QRK or QA Team Members from their respective areas across all shifts.
- Share and encourage all new Quality initiatives with employees in each department.

QUA-004 Quality System Access and Data Request

12. As part of the settlement of the 2024 UAW-Volkswagen National Agreement, the Local Quality Improvement Team will be granted access to the following quality data:

- ISO 9001
- Final Vehicle Audit Data/Results provided at specified meetings.
- Plant Reporting which includes (Management reporting, Vehicle search, FIS reporting, Work In Process vehicles, Direct Run, and Trend data).

13. UAW Plant Quality Representative

- Appointed by the International Union.
- Able to attend and participate in Quality related meetings, including: Top Q (upon invitation), FVA (Final Vehicle Audit), DSA (Dynamic Short Audit), weekly Battery Quality meetings and DRR.
- Be supported by the Local Quality Improvement Team.

Roles and responsibilities

- Review internal VW Quality data.
- Review activities & recommendations through existing Quality Team Meetings.
- Encourage Union & Management cooperation and joint efforts.
- Emphasize the importance of involvement and commitment of the entire workforce.

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- Provide recognition and positive reinforcement of the Quality improvement process.
- Review operations & facility Quality, and future goals.
- Provide support for Local Quality Improvement Team. Monitor performance against Quality objectives and support attaining those goals.

14. Top Quality Improvement (Top-Q) Structure:

- The Top-Q attendees will include the Quality Plant Representative, the respective International UAW Staff Representative and other members from the Company Quality and Production Management.
- The Plant Quality Representative and the respective International UAW Staff Representative will meet at a minimum quarterly upon requested agenda items to discuss with the Quality and Plant leadership.
- The Top-Q will encourage Local Union and Management cooperation in continuous improvement on Quality matters and assist in identifying areas where improvements can be made. Joint reviews will be conducted as deemed necessary by the Top-Q.
- Review Local education and training needs to support Quality.

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Appendix J, **MOU** For the Health and Safety of Employees

HS-034 Preamble

2024 UAW-Volkswagen Joint Health and Safety - Preamble

The Company recognizes that health and safety is an overriding priority. The implementation of actions to help our employees realize a healthy, injury-free environment is **a the** responsibility of all parties identified in this article. The Union will work with the Company in maintaining and improving a safe and healthy work environment. The parties agree to use their best efforts jointly to achieve these objectives.

The Company recognizes that its employees are its most valuable asset. The health and safety of its employees are vital for the effective and efficient operation of the company. Success of this program is dependent upon a relationship built on mutual trust and respect, and a willingness to work jointly in resolving issues and concerns in the health and safety arena. In recognition of these principles, the parties agree to the following UAW- Volkswagen Health and Safety language, and all applicable attachments /appendixes associated to health and safety.

The Company is committed to providing a safe and healthy work environment with the support of all employees in the Union. To achieve this end, the Company will:

- Establish responsibilities for all levels of the organization and to be accountable for implementing the joint safety programs and regulations.
- Ensure the proper support and training, so all employees are aware of hazards and of controls equipment and practices that protect against hazards.
- Establish and maintain operating procedures and programs.
- Design, construct, continuously improve, and operate facilities in a manner which encourages the elimination of hazards.
- Ensure that all processes and procedures are in compliance with all Federal (OSHA), State (TOSHA), and Local standards, legal requirements and regulations and known Consensus Standards (best practices).

The Union and the Company will jointly participate in and support all aspects of the Health and Safety program. In order to protect the health and safety of all, employees, visitors and contractors will be expected to comply with all Federal, State, and Local standards, legal requirements and regulations and will follow all Health and Safety programs and regulations jointly developed and be held accountable for doing so. Most accidents are preventable, and producing quality products is not something obtained at the expense of safety. It is the result of a joint effort that employees, visitors, and contractors must accept personal responsibility for their own safety. Only by requiring the participation of all employees in processes **es** and procedures will prevent

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injury and improve the quality of our work environment, can the goal of an accident-free workplace be achieved.

HS-014 Right to Refuse Unsafe Work

The Company recognizes that all employees have the opportunity to exercise their right to refuse to do unsafe work under the protection of CFR 1977.12.

A worker who has a reasonable belief that their work assignment may result in serious physical injury, including illness, should raise the issue through the process outlined in **the** Health and Safety Complaint Process / Employee Safety Concern Process.

A worker, who has a reasonable belief that their work assignment may result in a physical injury, including illness, should immediately discuss the safety aspects of the work assignment with their supervisor. Failing resolution, the issue will be brought to the Shop Committeeperson immediately. Should technical consultation be requested by the Supervisor or the Shop Committeeperson, the HSC will be notified before further action is taken. The machine or operation will be taken out of service to perform any and all corrective actions.

Failing resolution of the matter, it may be taken up in accordance with the Health and Safety Complaint process and/or the Grievance procedure.

H&S-001, 002 Health and Safety Representatives

UAW and the Company Health and Safety Process

It is the intent of the parties in negotiating an agreement for health and safety to consider both the needs of the Company and the needs of the employees, with safety as the overriding priority. Success of this program is dependent upon a relationship built on mutual trust and respect, and a willingness to work jointly in resolving issues and concerns in the health and safety arena. The parties agree that a Management Joint Health and Safety Committee (MSC) and the Joint Health and Safety Committee (HSC) will be implemented within 180 days of ratification and be empowered to make mutually satisfactory modifications and additions to the health and safety portion of this Agreement, providing they are at least as protective as Federal or State regulations, applicable consensus standards, or approved programs and/or language set forth in any other portion of this Agreement. The MSC and HSC will be formed, trained, and empowered to deal with a broad range of health and safety subject matters. The HSC will also develop a joint health and safety process that allows for continuous improvement and the resolution of health and safety issues, differences, and misunderstandings. That process provides for the review and expeditious resolution of health and safety issues at various levels including:

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- A. The Health and Safety Committee (HSC)
- B. Safety Review Board (SRB)
- C. The Management Joint Health and Safety Committee (MSC)

The parties recognize that this Article XXX describes an additional procedure for resolving health and safety issues separate from the Grievance Procedure. The parties agree that health and safety issues that meet any of the following criteria may be resolved in an expeditious manner using the procedure described below if the issue:

- A. Involves a disagreement about imminent danger;
- B. Would significantly impact the Company;
- C. Involves an issue not already covered within the Company's policies and regulations for health and safety; or
- D. Is a result of new processes or technological advances.

Joint Health and Safety Committee (HSC)

The HSC will consist of the following:

1. One (1) Health and Safety Representative per shift appointed and approved by International Union, UAW.
2. Health and Safety Representative(s) appointed and approved by the Company; and
3. One (1) Industrial Hygienist Representative Lead appointed and approved by International Union, UAW.

The Union member(s) shall serve an indefinite term and will receive, without personal cost, adequate and necessary training. The SRB will work with the MSC to identify necessary training. The content of such training shall be mutually agreed upon by the parties. When applicable, training will be delivered by the Health and Safety Department.

When a HSC has an absence (e.g., scheduled vacation, attendance at training, attendance at an off-shift meeting, an emergency, etc.), such representative will be replaced by an ETC/T3 Trainer, who has been trained in the Health and Safety Core Curriculum identified by the HSC. The ETC/T3 Trainer will be locally appointed by the International Union based on basic qualifications mutually agreed to by the Union and the Company and identified in Article XXX "Creation of the Employee Training Coordinator (ETC) Position(s)". T3 Trainers will be assigned as the H&S Alternate Representatives. As soon as practical following the effective date of this Agreement, the Union and the Company shall provide the names of the employees so designated.

The HSC members on different shifts shall attend mutually agreed upon meetings.

The HSC shall:

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- A. Meet at least once each month at a mutually agreeable time and place to review health and safety conditions and make such recommendations in this regard as they deem necessary or desirable. Where Industrial Hygiene and Ergonomic support has been identified that individual will attend the regular monthly meeting.
- B. Coordinate health and safety specific activities of Safety Guides (SG).
- C. Periodically review the associated health and safety related functions performed by International and Local appointees to ensure effective utilization of human resources and eliminate duplication of assignments. Discussion should include concerns from all areas of health and safety brought to the attention of the HSC.
- D. Conduct a health and safety observation tour once every month. Prior to such observation tours, the HSC will review all OSHA Forms 300, 301, and 300a injury and illness data. This review will also include all "Near Miss" data.
- E. Attend scheduled medical management meetings to review incident information.
- F. Be informed in advance, when possible, and have the opportunity to accompany TOSHA and EPA Governmental Health and Safety inspectors on compliance inspections. The Union does not waive any rights provided by federal or state law by such accompaniment.
- G. Be accompanied by the MSC, when needed.
- H. Be made aware of when consultants are retained by the Company to support Safety activities.
- I. Provide reports to the MSC, when requested.
- J. Be notified whenever the Company contracts for Industrial Hygiene or related services concerning environmental conditions where there are reasonable concerns the conditions are having an adverse health impact on employees. Copies of any reports received from these surveys will be provided to the HSC. Copies of reports will be forwarded to the co-chairs of the MSC by the HSC, upon request. Reports and/or results of such surveys shall be for the use of the HSC or the MSC. Advance arrangements should be made to permit participation in such surveys.
- K. Review lost time incidents and other major incidents which occur in the workplace, review safety reports on such incidents and make any necessary recommendations.
- L. Receive a copy of the plant's report on OSHA "Summary of Occupational Injuries and Illnesses" and the facilities total - employee hours worked and the incidence rate for the comparable period.
- M. Review and analyze Incident Investigation reports and related documents (e.g., photographs) to determine the root cause so that appropriate mitigation efforts can be developed.

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- N. Review, recommend, and approve in local safety education, information programs and employee job related health and safety training. The HSC will participate in the training as needed. The MSC will be provided with the opportunity to review, provide recommendations and participate in such training or instruction programs.
- O. Where necessary, measure noise, air contaminants, and air flow with equipment provided by the Company and observe the use of appropriate industrial hygiene and safety testing equipment.
- P. Be provided with copies of photographs taken which relate to health and safety matters at the plant. and will forward them to the co-chairs of the MSC, upon request.
- Q. Be advised of all industrial hygiene sample results and known physical agents or chemicals to which employees are exposed. Protective measures and applicable emergency procedures will also be made available. In addition, whenever it is determined that an employee has had a personal exposure exceeding one or more Company Occupational Exposure Limits (OEL's) and/or legally enforceable exposure limits, a central and mutually accessible file shall be kept current of the testing and testing results of such exposure and determine the corrective actions to be taken.
- R. When any member of the HSC has a reasonable belief that a condition involving imminent danger exists, the machine or operation will be taken out of service. Relevant information shall be immediately communicated to the co-committee members so that a joint investigation can be carried out and any necessary remedial steps taken.
- S. Become a member of the Chemical Control Subcommittee, if the subcommittee is deemed necessary. Additionally, the Industrial Hygiene support will be added to the membership of the Chemical Control Subcommittee.
- T. Conduct periodic and annual audits of the Company's safety programs and processes.
- U. Participate in the TaBRA /Risk Assessment process for the purposes of design improvements in accordance with OSHA requirements.
- V. Nothing herein shall preclude the HSC from consulting with the MSC regarding Health and Safety processes, programs, and concerns.

Safety Lead(s)

Safety Lead(s) (salaried employees) (SL) will be identified and appointed by the Company. Furthermore, the SL shall support the direction of the HSC and will report weekly to the Joint Health and Safety Representatives on the following:

1. Employees Concerns
2. Near Misses
3. Health and Safety concerns including but not limited to:

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- a. Ergonomics and
 - b. Industrial Hygiene; and
4. Health and Safety training needs/gaps.

The Safety Lead(s) (SL) will bring a level of communication to all employees to help drive a culture of accident /injury prevention through various avenues of support including the HSC. The SL will receive a “Core Curriculum” of training. Also, the SL will attend all Risk Assessments in each shop that they represent/support. The SL will work jointly with the HSC, the SRB, department Supervisors, the Emergency Response Team and Shop Committee.

Safety Guide(s)

Safety Guide(s) (SG) (hourly employees) will be identified in each production line and Logistics zone. The SG(s) will report concerns and needs s for support to the SL and also support their supervisor with safety related issues. SG(s) will continue to maintain manufacturing responsibilities when not performing safety guide duties. If the SG is needed to support the HSC, SRB, or Shop Committee, this shall be coordinated in advance with the supervisor or designee.

The SG will have a specific color hat, determined by the HSC, to signify their role and responsibility. The hat must be worn while on-site for visual identification.

The Safety Guide (SG) will receive a “Core Curriculum” of training determined by the HSC.

H&S Roles and Responsibilities

- A. The Union Safety Representatives will work cross functionally in the areas of Health and Safety, Industrial Hygiene, and Ergonomics. The Company will provide the necessary training to equally fulfill the duties. The Union Health & Safety Representatives shall be notified and may assist in the collection of all industrial hygiene related sampling and ergonomic evaluations, in a timely manner.
- B. The H&S Reps will be invited to participate in tabletop exercises for various events, such as active aggressor drills, bomb threats, or chemical leaks.
- C. The Union H&S Reps will complete OSHA 30, 521 training, American Industrial Hygiene Association (AIHA) fundamentals of Industrial Hygiene, Ergonomics, de-escalation, and conflict resolution, ERT training (such as confined space, fall protection, and fire extinguisher training), respiratory protection, noise, and all other necessary trainings to perform their duties provided by the UAW or the Company.
- D. H&S Reps shall review, recommend, and work collectively to participate in local safety education, information programs, and employee job related health and

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safety training. The Union reserves the right to continue to bargain over the role of the Union.

- E. H&S Reps with respect to co-authority to approve training as part of a complete CBA.
- F. H&S Reps shall be permitted to access and review security camera footage in connection with Health and Safety when such footage is used by the Company. For instance, when there is an injury or near miss captured by a security camera, and the Company reviews the footage as part of its investigation, the H&S Reps shall be permitted to review as well.
- G. H&S Reps shall jointly participate in the buy-off process.

A Health and Safety Representative, who is appointed by the International Union, UAW shall have the duties and functions set forth in this article and attachments dealing with Health and Safety. To address the need to ensure that all International Union, UAW Appointed Representatives assigned to the plant and their counterparts, where applicable, have the basic skills and knowledge necessary to perform their job duties, it is mutually agreed that the Joint Parties will identify a common "Core Curriculum" for Health and Safety Representatives. This curriculum must be completed within one year of the appointment or proof provided of previous coursework. This curriculum will be supplemented by required training specific to each of their respective areas of responsibilities.

Nothing herein shall be construed to restrict any employee's rights under Section 502 of the Labor-Management Relations Act, 1947, as amended.

No provision herein will restrict the right of the Chairperson of the Shop Committee, Zone Committeepersons or District Committeepersons to perform their functions under the terms of this CBA.

Nothing in this Agreement, including any attachments, or in joint letters on health and safety or joint health and safety training materials is intended to, nor should it be taken to, create or impose upon the International Union or the Local, or any of their employees or agents, Joint Employer and/or principal-agent liability as it relates to injuries, disabilities, diseases, or other losses incurred by employees of Volkswagen or by third parties while on the property of Volkswagen.

The Company agrees to:

1. Provide the necessary or required personal protective clothing, equipment, and devices at no cost to employees. Problems in this regard will be worked out locally.
2. Provide all equipment that may be necessary for measuring noise, air contaminants, and air flow, which will be available for use by the representatives of the HSC. Industrial hygiene monitoring equipment will be available as requested

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and necessary for use by the representatives of the HSC. The Company will ensure that the industrial hygiene monitoring equipment complies with safety requirements.

3. Provide training for members of the HSC, and education and training in health and safety for all employees.
4. Disclose the identity of chemicals or materials to which employees are exposed, including any information regarding remedies and antidotes for such chemicals, to exposed workers, and the HSC.
5. Provide staff and medical facilities to address various work-related medical needs. In addition, the Company will provide the guidelines necessary to implement the voluntary Emergency Response Team.
6. Provide at no cost, medical services, physical examinations, and other appropriate tests including but not limited to audiometric examinations, lung function tests, and appropriate medical surveillance to employees who come into direct contact with potentially harmful biological, physical and/or chemical agents or toxic materials. The MSC, when requested by the HSC, shall review whether the health of such employees is being adversely affected.
7. Provide to each affected employee a written report of the results of all industrial hygiene sampling. Results that exceed legal enforceable exposure limits will be reviewed with the employee by the site medical department and entered into the employee's medical records.
8. Allow the HSC to coordinate and perform site surveys. The MSC may participate in the surveys and, upon request, receive reports issued from such surveys.
9. Allow for the HSC to review the OSHA "Summary of Occupational Injuries and Illnesses", along with the total employee hours worked and incidence rate. Upon request, such information will be provided to the Management Joint Health and Safety Committee (MSC).
10. Provide prompt notification of fatalities, serious accidents or incidents including chemical release, having potential for serious injuries or illnesses to the HSC, Safety Review Board (SRB), and Management Joint Health and Safety Committee (MSC). After making appropriate arrangements, a prompt investigation may be made by a team from the International Union, UAW and the Company Health and Safety in accordance with the "Special Review Board" procedure.

The joint parties recognize the importance of reporting, investigating, evaluating, and determining corrective actions for "Near Miss" incidents which occur in the workplace. The joint parties recognize that the foundation of any successful safety process rests with a cultural atmosphere that allows employees to bring potentially hazardous situations to the attention of management in order to achieve timely correction. This line of communication can only be achieved if employees are free to discuss "Near Miss" incidents with supervision without fear of reprisal.

To this end, the Company will:

1. Instruct on the importance of reporting "Near Miss" incidents.

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2. Include near misses as part of the current incident investigation process including risk mitigation.
3. Allow the HSC to review the incident for rule or process appropriateness, error likely conditions, competing priorities/process conflicts, and relevant contexts that made choices appear sensible in order to facilitate system improvement.

In addition, the HSC will issue a communication in the form of Safety Talk and/or other materials to encourage employees to immediately report near misses to their supervisor. Any issues arising from this document should be resolved in accordance with the appropriate level i.e., HSC, Local Leadership, and Safety Review Board.

HS-005 Management Joint Health and Safety Committee (MSC)

The Management Joint Health and Safety Committee (MSC) has four (4) representatives from ~~of~~ the International Union, UAW and four (4) representatives from the Company. Each party will appoint at least one (1) member who has professional training in industrial hygiene or safety. This committee shall meet at least quarterly at mutually agreeable times and places and will review any and all items that the committee deems appropriate, including, but not limited to, health and safety data, regulations, programs, processes, procedures, and standards along with anything referred from the HSC or SRB. Minutes shall be taken and maintained by the committee and provided to the HSC. The HSC may request the committee to evaluate and/or interpret the reports, studies, etc. The MSC will normally respond within thirty (30) days from receipt of such request.

HS-003 Local Leadership Safety Review Board (SRB)

The parties are committed to the continuous improvement of employee health and safety. The joint process developed between the parties will positively impact this commitment. To place further emphasis on the implementation of the joint process and to enhance communication and resolution of health and safety issues throughout the facility, there will be a Safety Review Board (SRB). The Management Joint Health and Safety Committee (MSC) will identify individuals to be assigned to participate in the SRB. The SRB will review reports issued by the Joint Program owners including those involved in Ergonomics and Design-In activities. The SRB will meet as needed in order to reach agreement on open topics from the Health and Safety committee (HSC). Additionally, if an urgent issue arises, either Co-chairperson may contact the other to review and resolve the immediate concern.

The SRB will be co-chaired by the Safety Manager and Shop Chairperson. The Site Medical Director and a representative of maintenance supervision will be available to address and respond to key issues as needed. The SRB will meet monthly to review the health and safety performance and monitor implementation of its health and safety

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programs. The HSC will attend all SRB meetings. In addition, the Safety Review Board may request the assistance of the International Union, UAW to consider projects, studies, training, and other such matters that pertain to employee health and safety.

The parties are committed to preventing fatalities and serious injuries. In the event of a fatality or serious injury a Special Review Board meeting will take place. This meeting will be attended by the MSC, SRB and HSC. The incident will be reviewed and root cause and countermeasure actions will be identified. An action plan will be developed based on the investigation and be tracked by the HSC and reported to the MSC.

The Special Review Board will meet at a site designated by the Company. The Special Review Board will normally convene one week after the incident. The action plan will normally be completed within two weeks of the incident.

Meeting minutes will be the responsibility of the HSC and be distributed to members of the MSC, SRB and HSC.

HS-004 Sub-Committees

The Company and the Union agree that the most effective way to drive a health and safety culture is to create health and safety subcommittees of the HSC made up of the employees that do the work. The HSC will discuss and implement a process for interviewing qualified members for each subcommittee. These subcommittees will be made up of equal members of hourly and salary employees. Each subcommittee will be made up of member(s) of each shift. Subcommittee members will continue to perform their assigned production function when not participating in subcommittee activities.

Subcommittees will meet as decided upon by the HSC to discuss open concerns, changes, and effectiveness related to their applicable subcommittee(s). Meeting minutes will be taken and maintained by the joint parties. Bi-monthly, these subcommittees will walk the site floor to audit the health and safety program's effectiveness and communicate to the employees to validate understanding of such programs and regulations. Furthermore, each subcommittee will identify Joint Chairs for each subcommittee to maintain all aspects of the subcommittee. All subcommittee records, meeting minutes and findings will be kept in a centralized location or communicated to members based on available resources for the purpose of review and support for the HSC.

These subcommittees will also be a resource to the HSC as needed for support at the SRB.

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To that end, the parties have agreed to implement the following Joint Health and Safety Subcommittees if they are deemed applicable:

1. Lockout Tagout
2. Electrical Safety
3. Fall Hazard
4. Confined Space
5. Ergonomics
6. Industrial Hygiene (I.H.)
 - a. Noise and Sound
 - b. Chemical Control
7. Joint Skilled Trades
8. Powered Industrial Vehicle (PIV)
9. Battery Assembly Safety
10. Employee Concern

HS-012, 013 Safety Concern/Complaint Process

The parties agree to use a joint health and safety process to improve health and safety within the plant and expeditiously resolve health and safety issues at the appropriate level.

Each Safety Guide and Supervisor shall conduct a joint safety observation audit of their area once per month or as needed based on incidents, concerns, etc. The Safety Guide may call for the Health and Safety Committee to take measurements of noise, air flow and chemical exposure.

Any identified health and safety concerns will be addressed. Utilizing the two processes below will help fulfill the goal of both parties to resolve all Health and Safety issues as quickly as possible.

The first process to be utilized is the Employee Safety Concern Process (ESCP). This process will be the first line of defense to resolve safety concerns.

The ESCP will be the following:

Quick Resolution

1. An Employee presents a safety concern to their direct supervisor.
2. If the supervisor resolves the issue, then the actions taken are reviewed with the employee and all affected personnel.
3. The Safety Concern is resolved.

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Delayed Resolution

1. If the supervisor cannot resolve the safety concern within 24 hrs., the concern is logged into a tracking system and documented in the area's KPI board/location for visibility to the employee and the full team.
2. The Supervisor investigates the safety concern with all affected employees and confers with the Safety Guide, Safety Lead or Joint Safety Team, if needed, for possible advice and resolution. Any resolution will be communicated to all shifts within the area. Serious issues beyond control of the Supervisor should be escalated immediately to their Area Manager/Assistant Manager.
3. Employee Safety Concerns not addressed with a proposed countermeasure within 7 days will be automatically escalated to the Area Manager/Assistant Manager. The Area Manager/Assistant Manager will monitor the concern, with the assistance of the appropriate Committeeperson, Joint SME's, HSC and/or Joint Program owners to provide recommendation(s) for corrective action(s), if needed, until all attempts for resolution have been exhausted.
4. Employee Safety Concerns not addressed with a proposed countermeasure within 30 days will be reviewed at the Safety Review Board (SRB). The SRB makes recommendation for corrective action, if needed. Should the SRB identify a countermeasure that is acceptable to the employee, the concern shall be deemed resolved.

The second process to be utilized is the Health and Safety Complaint Process.

This process will be followed when:

1. No countermeasure has been proposed by the employer within ten (10) days of the concern being entered; or
2. The Area Manager has proposed a countermeasure which the employee(s) are unsatisfied with, and fourteen (14) days have passed since the concern was entered.
- 3.

Complaints by employees concerning health and safety issues may be taken up with the HSC. If the Committeeperson is called they will discuss the matter with the supervisor and if resolution is not agreed upon the complaint will be taken to the Area Manager/Assistant Manager. If the matter is still not resolved, the Committeeperson/Shop Chairperson may submit a Health and Safety Complaint. A Health and Safety Complaint Form or application based electronic form submitted to the appropriate supervisor will initiate the complaint process.

1. The Area Director will give Management's answer promptly in writing on the Complaint Form, or application based electronic form, which will be submitted to

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the employee, Committeeperson, and a representative of the Health and Safety Committee.

2. The Health and Safety Committee will within two (2) working days visit the area where the complaint arose and observe the conditions. Within a maximum of three (3) working days from the day of their visit, the Health and Safety Committee will answer the complaint in writing. A unanimous decision by the Health and Safety Committee will settle the issue.
3. Failing such unanimous decision, the complaint will be discussed at a special conference attended by members of the HSC, the Chairperson of the Shop Committee or the Chairperson's designated representative, and another member of Management. If the parties are unable to resolve the complaint at the special conference, the complaint will be answered by Local Management within five (5) working days. Thereafter, the regular Grievance Procedure, at second step, of the CBA will be applicable.
4. Health and safety complaints affecting employees may be initiated by the Health and Safety Representative. To do so, the representative shall submit a completed Health and Safety Complaint Form or application based electronic form to the Chairperson of the Shop Committee. Should the Chairperson of the Shop Committee, upon investigation of the complaint, determine that the complaint has merit, the Chairperson shall sign the form or provide written response to the application based electronic form and present it to Management in a special conference as outlined above within five (5) working days.

If either the Company or the Union wish to modify the portion of Health and Safety Complaint Process / Employee Safety Concern Process, the Company and the Union will give a sixty (60) day written notice to the other party, listing the specific reasons for termination or modification of this Article of the agreement. Within the sixty days, a mutually satisfactory meeting date will be arranged.

Video Filming and Reports

A video camera will be provided for use by the HSC upon approval of IT Security. The operation or job site may be videotaped for safety, ergonomic or Industrial Hygiene purposes. One such purpose is ergonomics, which may require repeated filming of the same task and may require closeups of employee postures and positions. All footage and pictures will be used for internal purposes only.

Any video made of a job or operation will not be copied or released except under the direction of the SRB. A confidential copy edited to remove proprietary and/or other restricted information will be provided to the Union.

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HS-016 Annual Joint Health and Safety Audits

The Union and the Company agree that a formal system of performance review is an effective means of obtaining and re-enforcing compliance with established health and safety requirements. The HSC, EAP representative when applicable, Joint Health and Safety Subcommittees (Skilled Trades, Electrical, Falls, Confined Space, PIV etc.) and Joint Program owners shall evaluate the Health and Safety Programs to validate effectiveness annually. The MSC can review the audit findings, upon request. The purpose of the audits is to review the effectiveness of health and safety activities at the Plant and how they are implemented across the workplace. The parties also agree to develop methods to assure the process is consistently applied and delivers measurable results. Additionally, the parties shall develop, as part of the SRB a method to address repeat audit findings for identical deficient conditions found on consecutive audits.

The MSC will establish a joint review team to conduct such reviews annually. The dates, itinerary, processes, and timelines will be established by the HSC.

The team will meet with the Plant Director, Shop Committeeperson, Shop Chairperson and the HSC before beginning the performance review and have a closing conference upon completion of the on-site review. The finalized report will be prepared and sent to the HSC by the MSC within thirty (30) days of the review. The finalized report will be reviewed by the SRB. In turn, the HSC will address issues contained in the report. A joint review of progress to correct deficient conditions identified in the report will be performed by the HSC and the Joint Program owners. Additionally, all such review information shall remain the confidential property of the Company and will not be released without the expressed written permission of the Company.

The parties agree that through the joint audit process, they will verify that the site has an effective emergency notification system and that it is tested to achieve the best possible response time for the particular emergency involved. On an annual basis, the plant shall perform an appropriate evacuation and take shelter exercise/validation on each shift when workers are present.

HS-028 Jointly Develop, Modify, and Implement Safety Program/Standards

The Union and the Company agree that health and safety programs are the foundation of a Health and Safety Management System and encompass all joint health and safety programs, standards, and requirements. Furthermore, the parties agree to implement a Health and Safety Management System (i.e., ISO 45001, ANSI Z10, or equivalent safety health and safety system). Joint Health and Safety Program(s) owner(s) shall be established and identified within one-hundred and eighty (180) days of ratification. These Joint Health and Safety Program(s) owners will ensure that proper safety procedures are in place to eliminate or control hazards. These Joint Health and Safety System(s) owner(s) will continuously drive the improvement of health and safety in the work

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environment. Failure to jointly execute all the Joint Health and Safety System(s) significantly reduces the safety in the workplace.

The Company agrees to work with the Union as a joint partner to refine and update for annual review the Health and Safety regulations, programs, standards, requirements, and the applicable communications. The Company is committed to providing appropriate training, tools, and equipment to Joint Health and Safety Representatives, IH/Ergo, trainers, and members of the Joint Skilled Trades Safety Committee to enable them to perform their jobs at the highest level, and to assist the Company in remaining a leader in safety.

HS-037 Local, State and Federal Consensus Standards

The International Union, UAW and the Company agree that there are many changes/challenges in technologies related to the world of Artificial Intelligence (AI), potential exposures to new chemicals, and advancements in electric, hydrogen and other types of propulsion of vehicles that impact health and safety hazards in the workplace. As the joint parties evolve, so must the standards that impact all workers in the workplace. The Joint Parties recognize that joint involvement related to the development of health and safety standards is necessary. Much discussion was held to identify how the joint parties can effectively have an impact on the changes related to health and safety standards in the future.

The HSC will identify and collect a list of the standards applicable in the workplace. The list of applicable standards will be provided by the HSC to the SRB. The parties agree that the SRB will review the identified standards development committees (i.e., ANSI, NFPA) and determine participation in efforts to drive effective change related to health and safety in various State, Local and Federal Governmental Safety Standards, and to include applicable Consensus Standards related to health and safety in the workplace. An updated list as well as the status of participation will be reported to the SRB by the HSC and/or standard committee participants as designated. Minutes will be maintained.

HS-032 Incident, Fatality, Injury Notification System

The Company is committed to improving working conditions and protecting the health and safety of its employees. The Joint Parties recognize the importance of timely investigation involving serious incidents and fatalities affecting our members in order to find methods to prevent these tragedies from happening in the future. All Union and Company Safety Representatives must receive Incident Accident Investigation Training from a reputable, certified organization, or the International Union, UAW Health and Safety Department at no charge to the Company.

When such events occur, the Health and Safety Representative of the Health and

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Safety Committee will notify the UAW Health and Safety Representative of the Health and Safety Committee who the union member is, inform the representative of the facts, and arrange upon request, for the UAW International Representative(s) to enter the site and investigate such events.

The following process shall be followed when a serious work-related incident involving a serious injury, the death of an employee, or an exposure likely to become fatal occurs. A Union Health and Safety Representative(s) of the Health and Safety Committee will notify the local union President (or his/her designee), their UAW Regional Office, and UAW National Department, if applicable, as soon as possible. In the event of a serious injury or fatality, the HSC will determine the level of communication that will be sent to employees. This will typically be done through shift start or stand down type communications.

The following will be done immediately:

- The scene must be maintained and controlled.
- All members involved must be informed of their rights (all members and witnesses involved in incident).
- OSHA or TOSHA must be notified; and
- Employee Assistance Program (EAP) will be notified when applicable.

At the same time the following UAW internal notification process will begin:

- The UAW Health & Safety Department must be notified of the incident by the Region or National Department as soon as possible.
- The Director of the Health & Safety Department will notify the International UAW President of the incident and will provide a summary of pertinent information as well as details related to the on-site investigation.
- The Health & Safety Department will prepare to assist in the investigation of the incident, including on-site investigation as needed with the HSC. On-site investigation is the responsibility of the Region or National Department; however, it is a policy of the President's Office to be involved in the investigations.
- On-site fatality investigations will be coordinated with the Region and National Department where applicable. The HSC, with the Health & Safety Department, will take the lead during on-site investigations unless the National Department has trained the HSC to be able to conduct fatality investigations. In those instances, the Health & Safety Department will take a support role in the on-site investigation.
- Reports of fatality investigations detailing the incident as well as corrective action steps taken to prevent future incidents will be developed and distributed upon the conclusion of the investigation.
- In after-hours situations where a local union is unable to notify their Region or

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National Department, the UAW Health & Safety Department maintains a 24-hour answering service with instructions on how to report an emergency 313-926- 5563 or uawhs1948@uaw.net.

The parties acknowledge that nothing herein will conflict with the company's legal obligations nor limit the Union's involvement as outlined in this Agreement.

HS-031 Core Curriculum

The Safety Review Board (SRB) will work with the Management Joint Health and Safety Committee (MSC) to identify a core curriculum for health and safety training for all members of the HSC within 180 days of ratification. Furthermore, the HSC will develop and implement a core curriculum for health and safety training for all employees. This training will be reviewed at the SRB meeting when needed and during the annual UAW-VW Health and Safety Audit.

HS-011 Health and Safety Training

The Union and the Company will be proud leaders in adopting and effectuating policies designed to resolve employee health and safety problems and to promote a more healthful and safe work environment. To this end, the Union and the Company have entered into the following **Section xxx**, which embodies the spirit of the concern shared by the Union and the Company for the health and safety of employees. The Union and the Company leadership will demonstrate a visible commitment to protecting employees from workplace hazards. The Safety Review Board (SRB), which consists of the Joint Local Leadership and the Health and Safety Committee (HSC), shall receive core curriculum training in health and safety. This curriculum, to be jointly developed, will cover roles and responsibilities. It will result in the establishment of a leadership driven safety process. This training will be subsequently extended to other members of leadership including supervisors and committeepersons. The parties are committed to jointly work toward a safer workplace through the involvement of all employees and will develop general awareness training for hourly employees that includes an overview of the health and safety requirements and associated responsibilities as well as potential hazards associated with battery cell technology and other hazards.

The Company and the Union will work jointly in an innovative manner to identify and correct potential hazards. The process used to correct potential hazards is the "Hierarchy of Controls," which describes the process of consideration of higher-level controls such as elimination or engineering before administrative procedures or personal protective equipment.

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The Company recognizes its obligation to provide a safe and healthy working environment for employees during working hours. The Union will assist the Company in fulfilling its obligations. Included in this Article is a Safety Review Board process, which is designed to enhance health and safety awareness and compliance. The parties continue to recognize their roles and responsibilities to ensure that all employees have a safe and healthy work environment. The function of the MSC and the HSC should be technically constructive and problem resolution oriented.

The parties recognize that a joint commitment must be directed toward achieving a safe and healthy workplace. Therefore, it shall be the responsibility of the HSC and MSC, as the mechanism, to guide in an appropriate direction.

Training

The Company shall continue utilizing and updating its health and safety training programs. The HSC will also develop additional health and safety training programs to enhance employees' skills and abilities to perform their jobs in a safe manner. The HSC will be responsible for identifying employee job-related health and safety education and training needs.

The HSC shall be involved in identification of what health and safety training is needed and appropriate for their shop, including jointly developed monthly safety talks. A local training needs analysis will be conducted at the plant. Based on this analysis, a comprehensive training plan consistent with the local site initiatives will be developed, and the necessary resources will be identified as part of the business planning process to provide such training. The plan will specify target audiences, recommendations for completion dates, class size, and methods of delivery. The plan will be reviewed by the SRB, and may be reviewed by the MSC, to ensure consistency with OSHA, EPA, and other applicable Consensus Standard requirements. The HSC shall be responsible for monitoring the progress of the training plan.

The Company will continue to provide training resources. Once the Core Curriculum has been developed by the HSC, it will evaluate the training schedule and resource availability to determine if existing resources are sufficient. If it is determined that existing resources are not sufficient, the HSC will recommend to the SRB a plan to address the perceived deficiency. The Company and the Union agree to establish ETC/T3 Trainers to support delivery of current and relevant health and safety information in their classes for hourly and salary employees. The ETC/T3 Trainers will complete all necessary trainings to

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perform their duties as HSC Union Rep Alternates. HSC will direct and oversee the development and administration of required training courses, including those developed by outside contractors. These courses will be deployed only after HSC approval. All Consensus Standards identified and used for training shall be provided to the trainers and the Joint Health and Safety Representatives for the purpose of understanding all Health and Safety requirements (i.e., American Standards Association (ANSI), International Organization for Standardization (ISO), American Conference of Governmental Industrial Hygienists (ACGIH), National Fire Protection Association (NFPA) etc.). These standards can be provided in electronic or hard copy format from the standard organization identified.

In addition, materials to be used in the observance of Workers' Memorial Day will be provided for review with all employees.

The International Union, UAW Health & Safety Department reserves the right to offer Health and Safety training identified or needed prior to the Company outsourcing any applicable Health and Safety training at Volkswagen.

The Union and the Company jointly agree that Health and Safety training programs are integral to the success of the Company. In addition, the parties agree to add training as new technology and methodology becomes available.

The Union and the Company will jointly update health and safety programs. The Company will establish additional training requirements for Union and Company Health & Safety representatives based on the needs of the plant.

Safety Training for Chairperson of Shop Committee

The Chairperson of the Shop Committee may, upon request, attend training or instruction programs provided by the Union and the Company.

In addition, the Company advises that employees who wish to enroll in courses of instruction relating to industrial health and safety at approved educational institutions will be eligible to apply for tuition reimbursement for such courses subject to the terms and conditions of the Company's Tuition Reimbursement Program.

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Health and Safety Conference

The parties agree to consider attending the International Union, UAW Health and Safety Department's annual conference which would benefit the Company, UAW Health and Safety Representatives, and ETC/T3 Trainers at Volkswagen. This conference provides a variety of training related to new technology, OSHA 30, de-escalation, conflict resolution, ERT, (such as confined space, fall protection, and fire extinguisher), and all necessary topics to perform their duties. The SRB will identify individuals to attend. The compensation related to the training and travel will be paid by the Company.

Corrective Counseling

The Company recognizes the responsibility of management to provide appropriate training, leadership, counseling, and corrective action as necessary to eliminate unsafe procedures or conditions from the workplace. Management and the HSC shall provide appropriate technical resources, safe practice instructions, support training and counseling. Unsafe procedures or conditions that are observed normally require prompt action. Management so notified and/or observing such unsafe practices or conditions should take appropriate action promptly and document such action. The HSC will assist in counseling employees on safety testing procedures (for example, audiometric testing, blood lead or pulmonary function testing). Action taken to improve the safety performance of employees should be documented and copies retained by the HSC on a permanent basis.

HS-006 Ergonomics

The Company and the Union recognize the need to review the possibility of Ergonomic burden in the workplace.

The parties also recognize that the control of Ergonomic burden is a complex issue often requiring the application of several different control methods and technologies that may differ from operation to operation.

These include:

- ergonomically appropriate design;
- feasible engineering and administrative controls;
- facilitate employee and supervisory training and education;
- promote early recognition of the problem; and
- early and proper medical diagnosis, treatment, and care.

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The Company will jointly administer an Ergonomics Program with the Union. The Company is committed to developing and improving the ergonomics process with the Union. The purpose of the program is to deal cooperatively and constructively with the problem of Ergonomic burden in the workplace.

The Company will commit to correcting jobs that are identified as presenting a corresponding and documented risk of employee injury. The parties recognize that an effective corrective action for jobs which present a documented risk of injury, requires the timely use of sound judgment in combination with training, experience, and the following:

1. Data points obtained from the analysis of risk factors identified through evaluations and other utilized tools;
2. Injury/illness history of both the job and the worker; and
3. The history and future plan of the job.

Additionally, the parties agree to utilize the NIOSH 1991 Lifting Equation as a tool, where applicable.

The HSC will be responsible for the following:

1. Participating in the "Design-in" Process that includes local site re-arrangements where Ergonomic burden risk factors may be present;
2. Conducting joint job analysis, as requested using the currently developed evaluation that may subsequently be jointly modified by mutual agreement;
3. Auditing job analysis as needed;
4. Providing recommendations for corrective action;
5. Monitoring the implementation of job improvements;
6. Conducting review and follow up; and
7. Reporting monthly to the Safety Review Board.

The HSC will coordinate their efforts with resources from appropriate departments, e.g., Medical, Engineering, Skilled Trades, and Production, to support ergonomic evaluations. The SRB will address significant problems or roadblocks identified through mitigation efforts related to ergonomic burden.

Ergonomic reports will be provided upon request to the SRB and the Union Servicing Representatives. The status of the ergonomics process at the plant will be reviewed as needed at the Safety Review Board meeting. Discussions concerning significant problems or roadblocks will take place at these meetings to be provided by the ergonomic reps.

In the event that consultants are needed, the parties agree to jointly develop a process for selection. The consultant's reports will be made available to both the HSC and the Union Servicing Representatives upon request.

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Based on the results of the job analysis program, the plant shall implement feasible measures to control Ergonomic burden risk factors. The HSC, in conjunction with input from the workers, engineering, supervision, skilled trades and others, will make recommendations for corrective actions in accordance with the current ergonomic process. Once it is determined through the agreed upon ergonomic process that a job requires correction, recommendations for corrective action will be developed using the results of the plant's current analysis tools. The HSC will review and update, as needed, the existing Ergonomic Guidelines that may be referenced for information regarding areas for potential improvement. A good-faith effort will be made to accomplish correction of identified Ergonomic burden hazards at a particular job or workstation within six (6) months, after the HSC determines that corrective action is required. The parties acknowledge that there may be times when it may take longer than six (6) months to make the proper correction, and those reasons need to be documented. The corrective action may include any combination of the following:

- Engineering controls such as design, selection, location and orientation of tools, parts and equipment; and
- Administrative controls (e.g., job enlargement, job rotation, and appropriate job assignment) will be used in the following manner: as interim abatement measures pending engineering changes, when engineering changes are determined to be insufficient to significantly reduce the Ergonomic burden, and in those instances when an administrative control is the most effective or only feasible solution.

Where it is necessary to wait up to six (6) months or more for the implementation of engineering controls, administrative controls will be implemented within a week to provide immediate, even if less effective, relief from ergonomic hazards.

Affected employees will be informed on the controls implemented at their workstation and how they are to be used.

The Company will include the Ergonomic Design Guidelines in their planning process and this information will be available to the HSC.

The Company recognizes the importance of identifying and addressing ergonomic issues early in the development process and values the importance of receiving input from site ergonomic personnel. Input from the HSC on ergonomic issues and practices will be provided at the earliest appropriate planning/design stage. This will include new technology, new products and new processes.

The Company will maintain the How's Your Process/Early Symptom Intervention (HYP/ESI) program to allow the early communication of signs and symptoms of Ergonomic burden to the Medical Department. When an employee indicates an issue with their process, a member of the medical staff or designee will meet with the employee.

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This meeting will allow for an assessment of the employee's concerns, any process related root causes, opportunities for improvement, etc. The Ergonomics Evaluation Process will be reviewed by the HSC within 180 days. This Ergonomics Evaluation Process will be applied to all jobs meeting any of the following criteria: ergonomics-related occupational medical visit, ergonomics-related Worker Compensation and work-related sickness and accident data, or referral to the HSC. Ergonomic maps will be maintained by Industrial Engineering that will visually show the score/status of processes in the manufacturing areas. Processes with elevated (red) status will have countermeasures identified, tracked and reported on a monthly basis, to include the HSC. Job analysis and redesign will include input from employees whose jobs are affected. All jobs where controls are implemented and/or countermeasures are completed must be re-analyzed to confirm sufficient reduction of risk factors.

Ergonomic key points will be provided by the safety guides to their team during shift start meetings. Key points can be in the form of tool box talks or other communication methods. Topics can come from the team members or from topics provided by the HSC.

In order to identify elements of skilled trades jobs that require necessary ergonomic interventions, the Union and the Company will jointly develop a Skilled Trades Interview Form to effectively and efficiently analyze skilled trades jobs.

The Company and Union will provide training for the HSC as well as other resources responsible for conducting the ergonomics process. The Company's ergonomic design guidelines will be developed and included in training for the HSC. Tools developed outside of existing will have appropriate training as agreed upon by the HSC.

Ergonomic awareness training is provided during New Hire Orientation (NHO), lean center and through new hire conditioning activities. Employees returning to work from an extended leave will go through a work conditioning process to prepare them for their return.

All newly hired and transferred employees will be informed on the proper use of the tools and equipment required to be used in the performance of their assigned duties.

The Company shall annually review with employees the application of ergonomic principles to the prevention of Ergonomic burden on their jobs during the shift start meeting.

The parties agree to maintain an Early Intervention Program for the early detection, evaluation, and treatment of Ergonomic burden. The Early Intervention Program will provide common guidelines for employee evaluation and treatment, follow-up, workplace walk-throughs, and restricted work placement.

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The Company agrees to implement an Ergonomic Education Program for all personnel (including contract personnel). The introduction in this training shall include the effect of poor job design, identifying problem jobs, and potential solutions based on ergonomic stressors. The HSC and SRB may review the training plans upon request.

The HSC will audit a random sample of medical records, Workers Compensation reports, and work-related sickness and accident data to verify the OSHA 300 log is correct.

HS-007 Industrial Hygiene (IH)

The Company, in conjunction with the HSC will develop, modify, and review an air sampling plan. Such plans should be reviewed annually. Reports of industrial hygiene and noise measurement surveys will be provided to the HSC who will provide it to the co-chairs of the MSC upon request. The UAW Health & Safety Representatives shall be notified and may assist in the collection of air samples, in a timely manner.

When needed, the HSC will jointly recommend appropriate consultants for health and safety services to the SRB.

In order to perform the job of selecting consultants, qualifications of proposed consultants will be provided to the HSC. Reports prepared by such consultants will be provided to the HSC, and shall be provided to the MSC, upon request. In addition, the Company will provide a list of consultants under contract for industrial hygiene services to the MSC and update the list when changes are made.

Controls of Chemical and Other Exposures

The Company shall follow, through professional industrial hygiene practice and methods, the currently adopted guidelines of the American Conference of Governmental Industrial Hygienists (ACGIH) for Threshold Limit Values (TLV) for Chemical Substances in the work environment. The MSC will review Company Occupational Exposure Limits (OEL's) for assessing employee chemical exposure relating to the most recent TLVs, consensus standards and recommendations in addition to available scientific evidence and other non-mandatory Occupational Exposure Guidelines (OEGs).

The HSC will review the OSHA Logs and develop, review, and modify as needed the Medical Records Review program to identify trends related to health issues and apply remedial measures, as needed. The HSC will receive notice of initial work-related medical reports of symptoms such as, but not limited to, headaches, nausea, skin problems, and respiratory concerns.

When the Company introduces a chemical that requires medical surveillance, it will inform the HSC and provide a draft of the new medical surveillance program for the HSC's review and input. If the Local Union or the UAW Health and Safety Department believes that a

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chemical in the facility requires a medical surveillance program, it will inform the HSC and the medical department. In consultation with the medical department, the MSC will determine whether a medical surveillance program will be implemented.

Currently, there is no machining. In the event there is machining at the plant medical surveillance for respiratory effects of hazardous fluids will be offered to employees who are exposed to fluids in excess of 0.5 mg/m³ as an 8-hour TWA. Such medical surveillance will include a standardized respiratory symptoms questionnaire and pulmonary function test. For personnel newly assigned to wet-machining operations, pulmonary function tests will be done once during the first year. Records of laboratory

testing and coolant additions will be maintained and made available to the HSC upon request. The Joint Parties agree to continue to study the potential health effects of cutting fluids and to determine the need for additional controls where such hazardous fluids/chemicals are used. The HSC will also devise an action plan and make appropriate recommendations to reduce exposures. If wet machining is introduced, the exposure limit will be 0.5 mg/m³.

In accordance with an air sampling plan developed by the HSC, it will review process exhaust ventilation systems including where air is recirculated and conduct air testing where deemed necessary by hazard assessment. Hazard assessment will include review of prior sampling results, and a review of any changes made to exhaust ventilation systems since the most recent sampling. Recirculation will not be permitted where employee health and safety cannot be assured.

The Company's Industrial Hygiene Program will be reviewed by the MSC. It will utilize a process for an assessment of intermittent exposures in skilled trades jobs and non-routine tasks and appropriate performance checks, conducted at least annually, on local exhaust ventilation systems to assist in the evaluation of employee exposures.

Additionally, ventilation systems will be included in the local planned maintenance program and tracking database.

Environmental Control

Matters related to the Toxic Substances Control Act

Subject to the protection of proprietary and confidential business information:

- A. Whenever the Company communicates with the EPA regarding a chemical regulated under TSCA, the Company will review that communication with the Union in advance. The Union will be a full partner in the submission of pre-manufacture notifications and significant new use notifications under TSCA as well as in the negotiation of Significant New Use Rules and New Chemical Exposure

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Limits. The MSC will participate in all conversations and discussions held between the EPA and the Company.

B. Immediately following the filing of a Pre-manufacture Notice (PMN) or a Significant New Use Notice (SNUN) with the EPA under the Toxic Substances Control Act for a chemical with which Union members covered by this contract may have to work or to which they may be exposed, the Company will provide to the HSC and the MSC a final copy of PMN or SNUN, including the PMN No. or SNUN No. assigned by the EPA. Prior to the use of any chemical with which Union members covered by this Agreement may have to work or to which they may be exposed, the HSC shall jointly develop the health and safety procedures for use of that chemical, with assistance from the MSC upon request. Subject to the protection of proprietary and confidential business information, the Company will provide the HSC all requested information within the Company's possession that is necessary to develop appropriate health and safety procedures, including any available health and safety studies submitted to the EPA in support of the PMN or SNUN. The Company will attempt to make all such studies available. If the Union members of the HSC or the MSC believe that a piece of information is necessary for establishing health and safety procedures and the Company claims a legal reason for not providing such information, the Company shall provide to the Union a specific citation to the legal authority covering that piece of information and specific evidence that the requested information is covered by the cited legal authority.

C. Environmental information and reports, which are required to be reported to the United States Environmental Protection Agency, and/or other related agencies and involve matters that affect the health and safety of employees, including but not limited to all reports related to environmental remediation projects, and spills or releases that are subject to government reporting requirements will be provided to the HSC. The HSC will forward such information to the co-chairs of the MSC upon request.

Noise Abatement/Control Program

The joint parties agree that the Company shall continue to maintain a comprehensive Hearing Conservation and Noise Control Program for the purpose of promoting noise reduction. If the HSC determines that the noise levels in the plant support the creation of a Noise Control Subcommittee, a Noise Control Subcommittee shall be formed that may consist of representatives from Engineering, Operations, Medical, Industrial Hygiene, Finance, Purchasing, the HSC, and others as deemed appropriate by the SRB, such as certain skilled trades personnel, and other employees. The Noise Control Subcommittee

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has the responsibility to seek input from personnel in identifying noise sources and potential ways to reduce noise levels. The plant's Noise Control Subcommittee, under the direction of the HSC, will utilize the Hierarchy of Controls to develop site noise abatement programs to reduce noise levels in areas where hearing protection is required.

The Noise Control Subcommittee will:

- A. Ensure audiometric testing is performed for employees with noise exposure equal to or greater than 85 dBA as an 8-hour TWA.
- B. Perform an annual evaluation of the noise abatement plan and provide recommendations for improvement to the Safety Review Board.
- C. Ensure reports follow formats specified in the Company Occupational Hearing Conservation and Noise Program.
- D. Ensure new and rebuilt equipment meets the Company Sound Level Specification.
- E. Identify planned maintenance items related to noise control.
- F. Meet regularly, record minutes, and report quarterly to the HSC regarding progress on the Noise Abatement Plan.

The HSC will continue to jointly conduct the Annual Noise Exposure Survey and provide summary noise abatement program findings to the MSC, upon request.

The annual evaluation will include:

- A. Copies of the plant's Noise Abatement program.
- B. The number of employees that experienced standard threshold shift.
- C. The number of employees that are in the hearing conservation program.
- D. The number of employees at risk of exposure at or above 85 dBA as an 8-hour TWA.
- E. The number of employees at risk of exposure above 90 dBA as an 8-hour TWA.

Engineered Nanomaterials

Regarding the health and safety of workers exposed to engineered nanomaterials in the workplace, the parties affirm the importance of timely hazard communication and addressing known risks, if any, early in the production process.

The Company will continue to seek to identify any chemical materials and parts containing engineered nanomaterials whose handling, while processing, may create a hazard, e.g., grinding, sanding or spraying. To the extent hazards are identified, such information will be shared with the HSC as it becomes available, and to the MSC as requested. Where known hazards, if any are identified, the Company will inform affected employees, as soon as practicable, of known risks and symptoms of exposure and methods of protection

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related to the identified materials or processes. With respect to joint efforts relating to identification of known hazards relating to engineered nanomaterials, where such hazards are identified, formal progress reports will be shared with the HSC on a quarterly basis, if not sooner.

The joint parties will prepare and work to draft a regulation addressing-exposure assessment and remedial measures to control engineered nanomaterials within twelve months if any nanomaterials are identified and, thereafter, revised as needed, when new information becomes available. Once developed, the parties will discuss implementation of the regulation and training with the MSC.

Based on these efforts, to the extent the joint parties agree necessary or appropriate, exposure assessments will be conducted jointly by Volkswagen Industrial Hygiene and Lead Union Health and Safety/Industrial Hygiene Representative appointed with oversight provided by HSC.

HS-029 Temperatures

Within 90 days, the Joint Parties agree to develop temperature standards on hot and cold weather.

The HSC will implement the following general requirements:

- Develop and implement a work site heat injury and illness prevention plan.
- Identify heat hazards through a heat monitoring plan.
- Develop heat illness and emergency response procedures.
- Train employees and supervisors of areas identified by the HSC as falling within the criteria spelled out below.
- Follow recordkeeping requirements including maintaining monitoring data.

Once the temperature reaches or exceeds the heat index of 90 degrees, the company will take the following steps:

- Provide drinking water and electrolytes to the employees.
- Make break areas available for both indoor and outdoor work activities.
- Ensure employees receive rest breaks.
- Provide fans in the work area based on determinations of the HSC.

Finally, the Joint Parties agree to have the HSC develop requirements for outdoor cold weather exposure. The company shall provide appropriate PPE, hats, gloves, and coats when applicable.

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HS-030 Personal Protective Equipment (PPE)

The Company will provide personal protective equipment and special clothing as required. This equipment will be supplied at no cost to the employee.

- A. The Local Union shall be furnished a list of shops and the basic PPE requirements to enter. The Company will provide personal protective equipment and special clothing (which can include but not limited to, fire/flame retardant coveralls/uniforms, Arc Flash coveralls/uniforms, leather sleeves and aprons, Arc Flash Fall Protection equipment, etc.) as required by the joint risk assessment and agreed upon by HSC. Appropriate fire-retardant PPE or uniforms will be supplied to welders based off of process hazard assessment to include leather sleeves and the leather aprons when needed. It is understood that the use of the supplied PPE or uniforms is mandatory while employees are performing duties.
- B. It is understood that employees shall wear safety glasses with side-shields as required. Any additional eye protection (which can include but not limited to full face shields, chemical goggles, etc.) as required by the joint risk assessment and agreed upon by the HSC will be provided by the Company at no cost to the employee. Plain safety glasses with side shields will be supplied by the Company without cost to the employees and replaced without cost if they are broken. The Company will continue to supply a stipend for use towards, prescription safety glasses with side shields when obtained through an authorized source. The prescription safety glasses will be replaced by the Company without cost to the employee if they are in any way damaged beyond repair in the performance of work for the Company.
- C. Where the Company at its sole discretion determines the requirement of safety shoes in certain areas, the Company will continue to provide employees, a stipend for safety shoe purchases. If the pair of shoes has been subject to work-related damage beyond repair, the employee submits the damaged shoes in exchange for replacement.

ML-LP-011 Footwear - Personal Protection Equipment

When the Company determines that the nature of the job requires the wearing of safety shoes (i.e., steel toes or EH rated), the Company will continue to provide a stipend of \$85.00 annually toward the purchase of approved shoes. The HSC will annually review the cost and availability of required footwear to ensure affordability for workers (i.e. change of vendor, change of safety requirements, inflation, etc.). The Company will maintain a minimum of 30 styles at or below the stipend available through the store. If the pair of shoes has been subject to work-related damage beyond repair, the employee submits the damaged shoes in exchange for replacement.

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ML-LP-012 Prescription Safety Glasses and Side Shields

When the Company determines that the nature of the job requires the wearing of safety glasses with side shields, the Company will continue to supply a stipend of \$65.00 annually for use towards prescription safety glasses with side shields when obtained through an authorized source. The HSC will annually review the cost and availability of basic prescription safety glasses to ensure affordability for workers (i.e. change of vendor, change of safety requirements, inflation, etc.). The Company will maintain 25 pairs (styles) of prescription safety glasses, to include the frame and basic lens or basic lens with lined bifocal or trifocal, that will be covered by the stipend. The prescription safety glasses will be replaced by the Company without cost to the employee if they are in any way damaged beyond repair in the performance of work for the Company.

HS-017 Medical

The Company agrees to use its current databases for both medical visit information and industrial hygiene data. The Company will provide the necessary training to utilize this database for Safety representatives and Safety Specialists. This will make it easier for the HSC to retrieve and analyze injury/illness data.

Additionally, a joint team of the HSC and Company Medical will develop standardized reports containing information used by the HSC in carrying out their responsibilities. The team will also ensure that the current or any new system will allow the HSC to generate special reports as needed for analyzing injury/illness trends. Reports that include OSHA 300 log data will be available for access by the HSC.

A joint procedure shall be established to conduct an annual audit of injury/illness records for the use of identifying trends with the HSC, by the Medical Department. The HSC will have access to review all claims and any necessary Worker's Compensation cases will be discussed as part of the current audit of injury/illness records.

In order to monitor the effectiveness of the programs, the parties recognize that all work-related injuries and illnesses must be reported to the medical department as soon as possible. Furthermore, the Company and Union will encourage the reporting of near-miss incidents as agreed, without prejudice or retaliation. The joint parties do not endorse the use of monetary or other tangible rewards for groups or individuals to discourage the reporting of work-related injuries or illnesses. The parties agreed that positive recognition for developing improved safety processes or accomplishing improved safety performance can be a valuable tool to continue to motivate managers, supervisors, and workers to keep safety as an overriding priority.

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HS-024 Emergency Response / Planning

Jointly, the parties will review and modify as needed the annual training program for Emergency Response Coordinators. All employees will be made aware of the evacuation routes and seek shelter areas and procedures in each building through new hire orientation and refresher training. The facilities emergency evacuation routes and shelter areas will be reviewed periodically by the HSC and stakeholders (i.e., Medical, selected members of the Emergency Response Teams (ERT), third party on-site Fire/ Emergency Medical Services (EMS) provider, and municipal services (Police, EMS and Fire etc.) associated to the facilities Emergency Action Plans. Emergency evacuation routes and seek shelter areas and procedures in each building will be reviewed with employees annually by the Safety Leads in each shop. Furthermore, to familiarize employees, the Company will conduct an annual evacuation drill and an annual seek shelter drill. Upon completion of the drill there will be an after-action report completed, and any deficiencies will be addressed by the SRB. The HSC and stakeholders will meet and discuss any deficiencies in the plan and put corrective actions in place.

In addition, Emergency Response Coordinators will receive annual refresher training, to include audible emergency tones (evacuation, weather and active aggressor). Supervisors will review the evacuation routes and warning system, Severe Weather Plan, and the Active Aggressor Plan with employees at least twice a year during their Start of Shift Meeting.

A written evacuation and take shelter map(s) for each building will be maintained with

- Up-to-date contact information that includes responsible plant personnel
- You are here
- Rally Points
- Visual audit verification; and
- Evacuation Routes/Shelter areas.

The HSC shall review the Written Emergency Action Plan(s)/Evacuation and Take Shelter maps annually.

In addition to the annual seek shelter and evacuation drill, the Emergency Response Coordinator for the facility will perform at a minimum two (2) tabletop exercises annually and include the HSC and stakeholders. These exercises should be done during peak times with employees in the facility to show realistic response times across different shifts.

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HS-025 Emergency Response Teams

The Company will establish a voluntary “Emergency Response Team” (ERT) on all shifts. The intent is that these teams will be comprised of both hourly and salary volunteers from the facility. These teams will work with the current emergency services in place.

The Emergency Services Coordinator will develop and implement a procedure/role and responsibilities and select ERT members in the facility on each shift. Communication avenues will be identified during training. Training for the ERT will be paid for by the Company.

ERT members will be properly trained and certified as required; at a minimum each ERT member will be trained and certified in the following:

- CPR/First Aid and AED
- Stop The Bleed
- Narcan Administration
- Incident Command

Members shall attend or be afforded an opportunity to attend regularly scheduled training to maintain such certification. Every effort will be made to ensure that training is included in the annual training plan for each individual member of the ERT. Such training will be scheduled with enough notice to provide ample opportunity to work around production schedules.

Volkswagen will also supply medical first aid kits and additional AEDs at locations to be determined by the HSC and Emergency Services Coordinator. The purpose of the additional AEDS and medical kits is to be able to render prompt care until more advanced personnel arrive on scene.

HS-036 Annual Mental Health Training

1. Introduction

This agreement is made and entered into by and between Volkswagen Group of America, Inc. (“Company”) and the International Union, UAW (“Union”) (collectively, the “joint parties”). The purpose of this agreement is to establish the terms and conditions for delivery of annual mental health training to UAW-represented Volkswagen employees, during the month of May of each year, which is Mental Health Awareness Month.

2. Scope of Services

2.1 Annual Mental Health Training

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The Company agrees to provide comprehensive mental health training to UAW-represented employees annually, during the month of May. The training will cover the following topics:

- Understanding mental health and its importance.
- Recognizing signs and symptoms of mental health issues.
- Strategies for maintaining mental well-being.
- Crisis intervention techniques.

2.2 Advanced Mental Health Training

The joint parties will provide, on an annual basis, advanced mental health training. This training will be offered to a select group of employees identified by the HSC to include the EAP representative. This training will be provided by qualified behavioral health specialists and will include:

- Advanced crisis intervention techniques.
- De-escalation strategies.
- Procedures for handling mental health emergencies.
- Coordination with mental health professionals.
- ADA training
- Option to attend the annual UAW Health and Safety Department's Resiliency Training.

3. Training Responsibilities

3.1 Training Materials

The Company will identify a jointly agreed upon "Qualified Expert/Provider" to supply all necessary training materials, including handouts, presentations, and digital resources that will be reviewed by the joint parties.

3.2 Qualified Trainers

The Provider will ensure that all trainers are qualified behavioral health specialists with experience in mental health and crisis intervention.

3.3 Training Schedule

The Provider of the training will coordinate with the joint parties to establish a training schedule that minimizes disruption to the Company's operations.

4. Responsibilities of the Joint Parties

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4.1 Training Facilities

The Company will provide appropriate facilities for the training sessions, including necessary equipment and space.

4.2 Support for Advanced Level Personnel

The Company will provide time for training and participation in crisis intervention activities as needed.

4.3 Costs

The Company will pay all costs and fees related to the provision of training, with the exception of the UAW Health and Safety Department's Resiliency Training, which will be provided at no cost to the Company.

5. Confidentiality

The joint parties agree to maintain the confidentiality of all personal and sensitive information disclosed by employees during the training sessions, including any information about employees' mental health conditions or crises. The joint parties agree that any sensitive information that employees might disclose during training is purely voluntarily. Under no circumstances will employees be asked personal or probing questions about their own mental health, nor will they be required to disclose information about their mental health or well-being or other personal or sensitive topics as a condition of being selected to attend, or attending, any training under this agreement. No medical information will be shared in these training sessions.

HS-015 Working Alone

The parties have discussed the need for a joint process regarding the assignment of employees, regardless of classification, to tasks in isolated locations. Anytime an employee is assigned to work alone in an isolated area, the Company will instruct plant leadership to ensure an appropriate level of personal surveillance. Additionally, when work assignments involve situations hazardous to an employee, appropriate precautions will be taken in accordance with safe work practices, job hazard analysis, etc. When necessary, communications systems, personal surveillance arrangements and, as required, support personnel which will be determined through an adequate risk assessment by the HSC and other resources as they deem necessary.

The Company recognizes the potential danger of having employees work alone. This danger is increased when energy potential is present, moving machinery is involved, electrical substation work, or where work is carried out in a confined space, as examples. Working alone shall not be permitted, except upon the recommendation of the Plant

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Manager or designee, i.e. Shop/Department Manager, Assistant Manager and with the approval of the Safety Lead and the HSC or their designee(s). The parties also agree that unplanned or impromptu isolated/high risk tasks that pose hazards that are unaccounted for will be required to have a risk assessment performed by the HSC or their designee(s) prior to beginning the work. The HSC shall have the final determination on proceeding with the work and mitigation of risks.

When an employee brings to Management's attention a situation where they are reasonably concerned that their safety is jeopardized because they are working alone, Management will provide a copy of an applicable, jointly written Safe Operating Procedure or practice to the employee detailing precautions to take to perform the task safely. If one has not been developed and reviewed, Management in conjunction with the HSC will give the employee temporary job instructions to enable performing the task based off of a risk assessment. Permanent Safe Operating Procedures will be developed by a cross functional group, including the HSC, maintenance teams, engineers, Supervisors, and others and will be reviewed by the SRB at the next regularly scheduled meeting. This will not change or restrict any mutually satisfactory local practices.

HS-019 Joint Skilled Trades Safety Committee (JSTSC)

The Union and the Company agree that a Joint Skilled Trades Safety Subcommittee (with the understanding that electrical skills are a part of skilled trades) will be established within 180 days of ratification. The Union and the Company agree that a collaboration on improving the safety of skilled trades work is important. The SRB will establish the Joint Skilled Trades Safety Subcommittee (JSTSC).

The goals of the Joint Skilled Trades Safety Subcommittee are to assist the plant Safety Review Board (SRB) in creating and maintaining the right skilled trades safety culture, and leverage the collective experience, expertise, and capabilities of skilled trades workers through management commitment, peer leadership, participation, and teamwork, and fully integrate safety as an inseparable part of every job and ultimately eliminate injuries and incidents. This initiative relies upon each worker becoming a stakeholder in the hazard control process and being empowered to take responsibility for their own safety and the safety of others.

The HSC will develop the basic subcommittee outline and expectations. Once this is established, the JSTSC will maintain and ensure expectations are met and reported to the HSC on an agreed upon frequency.

This endeavor is clearly focused on a skilled trades culture where the same pride and competence exhibited when it comes to performing their jobs is integrated into their role in preventing incidents and making the plant safer for everyone. Skilled trades workers

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develop outstanding observation and troubleshooting skills and techniques when it comes to finding and fixing the problems on the plant floor. The Union and the Company agree to cultivate that same skill level and attitude when it comes to recognizing hazards and implementing control measures. Moving beyond their present mastery of safety procedures and protocols, the workers will develop expertise in hazard recognition and control.

There are several essential objectives required to achieve our goal:

- A. Establish a clear and unmistakable commitment by all skilled trades supervisory personnel to the safety of their employees and the participative process.
- B. Development and utilization of a comprehensive hazard recognition and control skill set for the skilled trades workers and supervisors.
- C. Within the skilled trades organization create a "team" environment where everyone shares the responsibility and accountability to make safety the overriding priority.
- D. Review and maintain all Health and Safety work orders for preventative, planned, predictive and unplanned maintenance to ensure clarity, accuracy and validity.
- E. Establish a clear and unmistakable commitment by the plant leadership and local union leadership to the goals and objectives of the Joint Skilled Trades Safety Subcommittee.
- F. Create a work environment where skilled trades employees will readily report near miss issues for the purpose of preventing injuries to themselves and their fellow workers.
- G. Create a working environment where skilled trades workers will take immediate action to prevent an injury, when observing an unsafe situation.
- H. All members of the JSTSC will be qualified and competent Skilled Trade employees.
- I. Identify and recommend a core curriculum of Health and Safety related training that will meet needed requirements to effectively perform skilled trades work activities. This core curriculum will be reviewed and approved by the HSC.

HS-018 Maintenance for Health and Safety

The HSC, Joint Health and Safety program owners, Joint Skilled Trades Safety Subcommittee (JSTSC), and Emergency Response Teams (ERT) will identify health and safety requirements for Preventative, Predictive and Planned Maintenance Program. These requirements will include both those that are regulated by government agencies, applicable Consensus Standards and those established in the UAW and Volkswagen programs. The HSC, JSTSC, and ERT will also ensure local regulations and/or practices currently in effect are included. Safety-related information, such as established Safe Operating Procedures, Task Instruction Sheets, Pre-Task Planning for non-routine work (or like document used as a result of the risk assessment for equipment maintenance) shall be included in the Planned/Unplanned Maintenance Program (e.g., MAXIMO or other like programs jointly agreed upon).

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Furthermore, it is understood that all open safety related and critical planned maintenance items over 30 days will be reviewed with the HSC prior to meeting with the Safety Review Board monthly.

The HSC will work with the JSTSC and identify the below criteria for the purpose of identifying critical and safety related maintenance work:

- Health and Safety Critical Maintenance:
 - All maintenance that is critical to the operation of the facility, that has Health and Safety impacts of life and limb. (i.e. Electrical, water, sewage, air, temperature) will be performed by the appropriate qualified and certified Skilled Trade employees/contractors.
- Health and Safety Related:
 - All maintenance that is required by the design, manufacturers recommendations/requirements operation of the facility, that has Health and Safety impacts will be performed by the appropriate qualified and certified Skilled Trade employees/contractors.

The attachment is an example and not all inclusive. The JSTSC will review this list and modify as needed when any changes are required by the manufacturer/standards. Please see the attached example of Safety Related PM's.

Equipment	Frequency	Critical Safety	Safety
Dock Levelers	3 MTH	C	S
Trailer Jack Stands	3 MTH		S
Rack Inspections	6 MTH		S
Battery Changer	6 MTH		S
Ladders	6 MTH		S
Pedestrian Doors	MTHLY		S
Fire Doors	MTHLY	C	S
Stairs	3 MTH		S
Fire Extinguishers	1 MTH	C	S
Annual Fire Detection Eq	Yearly	C	S
Pull Boxes	3 MTH	C	S
Rail Dock Plate	3 MTH		S
Shark Cage	3 MTH		S
Floor Jack	6 MTH		S
Jack Stand	6 MTH		S
Auto Trailer Lock	MTHLY		S

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Mezzanine Gates	6 MTH		S
Mobile Roof Barrier	3 MTH	C	S
Emergency Lighting	MTHLY	C	S
Back Flow Preventer	Yearly	C	S
Emerg Power Lighting	Yearly	C	S
Fire Pump Run	Weekly	C	S
Fire Pump Service	Yearly	C	S
Chain/Slings	Yearly	C	S
Passenger Elevator	Yearly	C	S
Passenger Elevator	MTHLY	C	S
Fall Protection Equipment	Yearly	C	S
Eye Washer & Shower	MTHLY	C	S
Magna Flux	Yearly	C	S
Lockout Placard	Yearly	C	S
Emergency Generators	Weekly	C	S
Electrical Insulating (Rubber) Gloves	6 MTH	C	S
Electrical Insulating (Rubber) Sleeves	Annual	C	S
Safety Nets Under Windows	Annual	C	S
Building/Structure GFCI Inspections	Monthly	C	S
Construction Site GFCI Inspections	Monthly	C	S

HS-035 Risk Assessment

The HSC will develop, modify and implement a risk assessment process that involves proactively identifying risks and controlling hazards to ensure employee safety. To ensure that the health and safety of employees and facilities are protected, each operation involved in the design and procurement of equipment, including manufacturing systems, shall require the OEM or supplier of that equipment to develop a risk assessment to be completed and updated as appropriate throughout the following phases of equipment:

- Concept (for new technology only)
- Design
- Build and Installation
- Launch phase
- Modifications to existing/repurposed equipment

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Risk assessments shall be reviewed at design, run-off, and launch and updated throughout the equipment life cycle as necessary.

Presence at the risk assessment review must be documented at the time of review, at a minimum, by the following team members:

- OEM Representative
- Process Engineer/Project Lead
- Joint Health and Safety Representative (Alternate when Health and Safety Representatives are not available)
- Controls Engineer as needed
- Joint Regulation/Joint Health and Safety SME as needed
- Joint Skilled Trade Safety Committee member or delegate

The HSC will also identify a process flow chart for developing a pre-task planning process for routine and non-routine tasks that will be used when a risk assessment has not been completed.

HS-008 Lockout Tagout / Alternative Methods

Lockout

The Union and the Company discussed their mutual concern regarding fatalities and serious injuries to employees, including operators, performing repair, service and maintenance activities on machinery and equipment. The parties agree that the Lockout Energy Control program must be universally implemented and enforced throughout the plant. To be effective, the parties affirm that the elimination of the potential for injury from hazardous energy is critical to worker safety.

The HSC will jointly develop a process to allow the ability to request to unlock safety tasks and controls within the PLC whether this is done remotely or internally. These changes must be reviewed and approved by the HSC. All Safety PLC passwords must be maintained by the HSC.

It is the policy of the Company and endorsed by the International Union, UAW that:

1. Lockout is required where employees may be exposed to hazardous energy which could cause injury. Exposure means that the employee is in a position to be injured by released energy.
2. Where an employee is exposed to potential injury from expected machine energy/motion, the exposure must be eliminated. If the exposure cannot be eliminated, the machine will be locked out.
3. The Company will maintain an effective Lockout Energy Control program which will apply to all employees, based on safety standards and training.

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4. An annual refresher will be provided to all “Affected and Authorized” employees at UAW-Volkswagen.

Alternative Protective Measures

The Union and the Company recognize the importance of designing processes and equipment with effective health and safety controls that meet OSHA and other applicable Consensus Standards. Therefore, the parties agree to integrate Alternative Protective Measures (APM) where motion hazards are present into the Lockout Energy Control procedures. The fundamental process begins with performing an initial Task Based Risk Assessment (TaBRA) on any process where Alternative Protective measures (APM) may be appropriately used.

The use of these systems, when integrated into the existing Lockout Energy Control procedures, can further reduce, or eliminate the risk of exposure to employees. However, it is understood by the parties that Lockout must still be performed whenever the exposure cannot be controlled or eliminated as determined by the TaBRA process and as identified on the APM List/Placard. Any changes in the APM or other Lock-Out processes must be approved by the HSC and communicated to all affected employees, including skilled trades, to ensure compliance, prior to implementation.

Lockout / Alternative Methods Placards

The Company will identify a common tool to generate a common lockout placard for new, relocated machines and equipment. The tool will also be used to update existing placards into the common placard template whenever machinery and/or equipment is modified.

The Company will conduct an annual review of Alternative Protective Measures List/Placards and Lockout placards. The review is to be conducted to ensure that the placards are still representative of the procedure required to lockout the equipment and that all lockout points are appropriately identified. Records of this annual review will be tracked by the HSC to ensure compliance.

HS-009 Electrical Safety Work Practices

The Joint Parties agree that employees of the Company will apply energy control/power control to all equipment energy sources prior to installation, maintenance, repair, or replacement in order to prevent or eliminate hazards. The parties agree that the Electrical Safe Work Regulation specifically reinforces the need to fully comply with the jointly developed Lockout Energy Control procedures; however, we recognize there are situations (i.e., electrical testing / troubleshooting) during which some power must remain on to complete the tasks. The language below will help drive a culture that will help to support electrical safety.

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The Electrical Safe Work regulation shall follow the voluntary consensus standards identified in the National Fire Protection Association (NFPA) Standard 70E Standard for Electrical Safety in the Workplace, NFPA 70B, relevant OSHA standards, and, when applicable, other consensus standards including the American Society for Testing Materials (ASTM).

The Electrical Safety Work Regulation will be used to prevent incidents and injuries related to A/C and D/C electrical work. This culture must be accomplished by providing all employees who may be exposed to electrical hazards while working, with the proper training, instruction, competency, and personal protective equipment and tools to perform their job safely. It is the Company's responsibility, with support from the Union, to foster an environment in which safety is the first priority in everything we do. Management must provide the time, funds, and resources needed to fully implement the Electrical Safe Work Regulation. It is every employee's right and obligation to receive the required training, to follow established local procedures, and to be provided with and instructed on the proper use and care of appropriate personal protective equipment (PPE) when required. All employees also have the right and responsibility to seek the counsel of local leadership in the event a situation occurs which the employee believes may be unsafe or violates the requirements of the Electrical Safe Work Practices program.

Additionally, management must ensure that anyone (e.g., engineers, contractors, etc.) who may be exposed to electrical hazards be required to comply with all provisions of this joint program in accordance with this Agreement.

Implementation Process

The Electrical Safe Work Practices Regulations has many significant elements, which need to be addressed and planned for during the implementation phase. This includes training, personal protective equipment (PPE), and the Electrical Hazard Analysis process.

The Safety Review Board will identify and designate joint Subject Matter Experts (SME) to assist in implementing this **Section xxx**. The SME shall be an electrical engineer, licensed Electrician or an otherwise qualified person with extensive knowledge of electrical engineering concepts and the site's electrical systems and installations. The primary role of the SME is to provide technical support during implementation of all aspects of this **Section xxx** and program. Additionally, the SME will answer technical and general questions about electrical safe work practices.

Additionally, the Electrical Safe Work Practices training is required for electrical workers, which will be provided by locally selected trainers at each site. This training will be supported by and delivered in conjunction with the site's Subject Matter Expert. UAW Qualified T3 Trainer or UAW SME Trainer(s) and UAW SME(s) for the Electrical Safe Work Practices Regulations must be a qualified electrical worker. The need to

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demonstrate proficiency with electrical testing equipment by the student necessitates this requirement. The trainer is permitted to be the UAW SME but is not required.

Other selection criteria include:

- Ability to communicate effectively with others;
- Self-motivated with leadership skills;
- Have appropriate subject matter knowledge and experience; and
- Dedicated to quality health and safety training.

Electrical Hazard Analysis

A key part of the ESW regulation is to determine where the risks and hazards are located for electrical and arc flash exposure. The Company must perform assessments to determine the arc flash hazard potential from exposed electrical conductors or circuit parts for site floor equipment and electrical enclosures. An arc flash hazard analysis is required to determine the extent of the arc flash hazard as required by National Electrical Code (NEC) Article 110.16 (refer to Labeling Requirements for Electrical Hazard Warning and Danger Labels).

The degree or intensity of potential arc flash energy of exposed conductors is determined by assessing the line side of the protective devices in enclosures. Performing a detailed arc flash hazard analysis can be a complex process as there are many variables that must be considered in these calculations.

Determining arc flash potential is initiated by conducting three electrical surveys:

- Initial Survey;
- Short Circuit and Coordination Study (Substation to Bus); and
- Enclosure to Bus Survey (All Plant Floor Equipment).

Each survey identifies data necessary to determine the arc flash potential. Data gathered from these surveys will be entered in a calculation tool known as IEEE -1584 Arc Fault Calculator which will determine a flash hazard potential.

During the data gathering process, opportunities will exist to examine electrical systems for proper current limiting fusing. Opportunities may also exist to upgrade circuit fusing which will eliminate or greatly reduce arc flash hazards and could eliminate the need for some PPE requirements.

During survey evaluations where employees could be exposed to arc flash and other electrical hazards, appropriate PPE must be worn. As the arc flash calculations are determined, warning labels will be affixed (i.e., to panel or equipment) identifying appropriate PPE requirements when entering the hazard zone of that particular electrical equipment.

Labels can be generated by using the Arc Flash Hazard calculator tool or purchased in

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various voltage ranges as pre-printed labels. A joint process shall be put in place to maintain electrical system records and identify locations of high energy and arc flash exposures.

Initial Survey

There is a need to perform assessments to define the arc flash hazard from exposed electrical conductors or circuit parts for plant floor equipment electrical enclosures. The degree or intensity of potential arc flash energy of exposed conductors on the line side of the protective device in the plant floor enclosure of interest is dependent on the fault conditions and the characteristics of the upstream protective device. For the purpose of this discussion, “exposed” conductors (as applied to live parts) are defined by NFPA 70E as: “Capable of being inadvertently touched or approached nearer than a safe distance by a person. It is applied to electrical conductors or circuit parts that are not suitably guarded, isolated, or insulated.” This is the procedure for completing the initial plant floor enclosure survey.

The goal is to identify which enclosures may have potential arc flash exposure in excess of the protective properties of 1.2 cal/cm². An “Initial Survey” of plant floor equipment enclosures must be conducted as soon as possible.

After completion of the initial survey to identify the installations with the greatest risk of high incident energy from an arc flash blast, all of the remaining plant floor equipment are to be inspected, and the data collected and documented.

Personal Protective Equipment (PPE) Requirements for Electrical Safety

The personal protective equipment (PPE) requirements are intended to protect workers from arc flash and electric shock hazards. All employees who may be exposed to electrical hazards during any aspect of their work will wear appropriate Arc Rated (AR) clothing and other PPE as required. The degree of protection required is determined by a site-wide Electrical Hazard Analysis and documented on the Electrical Hazard Warning Label. This analysis consists of an arc flash hazard assessment and other supporting electrical surveys. Personnel assigned to perform electrical work on a daily basis are required to wear AR clothing on a daily basis. Engineering personnel are required to wear site-specified AR clothing when working on the site floor and involved in electrical work.

Studies have shown that fostering daily wear for electrical work drives a culture of safe work practices; to that end, the joint parties agree that 8 cal/cm² clothing is required as daily wear. These uniforms are available in a shirt/pant combination or as coveralls and will be provided at no cost to the employee. Appropriate clothing must be worn under the uniform. Only natural fiber clothing can be worn under the AR PPE. Synthetic materials shall not be worn under the uniform because it could melt to the skin if a significant arc flash incident occurred. The type of uniform (shirt/pant or coveralls) to be provided will be determined and recommended by the HSC or the ESWP Subcommittee (with input from

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the electrical workers) to be approved by the Safety Review Board. Furthermore, the joint parties agree that due to the potentials related to cross contamination of chemicals to AR clothing and the degradation of the AR values, the parties agree to identify and utilize a laundering service that is certified to maintain/laundry daily, weekly or as needed. The laundering service that is jointly identified must be able to at minimum test these uniforms annually.

Rubber insulating gloves, rated class -00 (500 volts and under), and leather protector gloves will also be provided. Additionally, Class E hard hats with arc flash face shields will be provided when required by the level of the potential arc flash hazard. Higher levels of arc flash protection, such as full body flash suits and high voltage gloves are required for work where potential arc flash hazards exceed the protection provided by the AR protective clothing. This type of protective clothing must be available as needed.

When working on equipment, substantial/heavy duty leather footwear protection is required. EH rated footwear shall be used. Insulated soles are not to be considered as primary personal protection against step and touch potential. This footwear will meet the 70E requirements. The parties also agree that a stipend will be provided annually to hourly and salary electrical workers.

Non-conductive safety glasses with side shields are required at all times when performing any work near energized equipment.

Lastly, the joint parties agree to develop a rescue plan to cover all activities related to electrical work. This rescue plan will also require that one or more individuals from each shift, doing electrical work, must have CPR, AED, and First Aid training.

HS-010 Fall Hazard

The Company and the Union will jointly establish, implement, and maintain robust fall prevention, and robust fall mitigation programs referencing the ANSI Z-359 Fall Protection Code and other recognized standards to employ best practices in prevention and mitigation.

Fall Prevention:

The HSC will create a survey to identify tasks that involve work at heights greater than four (4) feet within one (1) year of ratification of the agreement. Each task will be documented, prioritized, and evaluated to determine the best feasible engineering controls. Fall protection equipment including engineering approved, certified anchorage points where required, will be made available only when engineering controls are not appropriate to prevent falls. The Company agrees to maintain all equipment in a safe working condition and replace equipment found to be defective. This includes developing a process to feed fall hazard information upstream to ensure equipment and processes design out these hazards. The goal is to eliminate fall

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hazards in the workplace. Portable ladders pose unique hazards. The HSC will investigate potential alternatives to reduce risk where feasible.

The Company agrees to implement and maintain a roof access procedure for any employee and/or contractor that is required to access the roof to perform work. Under no circumstances will any employee/contractor be required to work within six (6) feet of an unguarded roof edge or any leading edge without the proper protection/prevention such as guardrails and/or personal fall arrest systems.

Fall Mitigation:

In cases where fall hazard elimination is not feasible, the appropriate fall protection equipment that meets ASTM-F887-020 (i.e., arc flash) and ANSI Z-359 requirements will be issued for arc flash and/or made available for general use, as determined by the HSC. All workers who are required to use fall protection equipment will be trained in the proper use of fall protection equipment following the guidelines of the ANSI Z-359 standard. Fall protection equipment will be properly stored, maintained, and inspected per manufacturer recommendations, OSHA requirements, and the ANSI Z-359 Fall Protection Code.

Procedures will be established to inspect, maintain, and store personal fall prevention equipment. Authorized workers will be trained on the proper use, care, and maintenance of this equipment and on the proper procedures for working at heights prior to being assigned to jobs that require them to work at heights.

All components required by the manufacturer to be maintained at a certain frequency will be tracked and maintained in a location agreed to by the joint parties.

Fall Hazard Emergencies:

In the event of an emergency rescue from heights related to aerial lift devices (Scissor lifts, boom lifts, etc.) all employees who use, operate, and serve as ground personnel will be trained to immediately rescue a fellow employee with the use of the emergency descent procedures such as a designated (descent valve) for that piece of equipment. When this is not feasible or is impractical and to avoid prolonged post fall suspension trauma, an emergency call will be placed to the Emergency Operation Center (EOC) requesting the on-site rescue service to respond and initiate a prompt rescue. Emergency contact information will be posted on all working at heights equipment or nearby.

Both Parties agree that engineered and installed fall prevention systems are the best way to prevent injuries from working at heights. A robust personal fall protection system (anchorage points, harnesses, lanyards, and climbing systems) requires special skill and knowledge. As such, employees and/or contractors performing this function will be properly trained and qualified where hazards cannot be engineered out of the system.

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Leadership engagement to promote and model these principles is a crucial part of a successful fall prevention and mitigation program. Leadership will make these important discussions part of ongoing dialogue in health and safety with those who work at heights.

HS-021 New Technology

The parties agree to the completion of a Task Based Risk Assessments (TaBRA) as early as practicable in the development cycle of the design process and for new equipment and manufacturing systems and for modifying existing equipment and manufacturing systems when approved by the HSC. A Task Based Risk Assessment will be performed after the detailed designs are completed on new manufacturing equipment and/or processes. A review of anticipated equipment and/or processes, provided by the project leader(s) with the shop committee and the HSC will be held. The HSC may be required to travel to vendors, sites, or other locations to participate in a design review of such equipment or processes. The HSC will discuss health and safety and ergonomics concerns with the Company and make recommendations designed to improve the equipment and/or processes.

Reviews will be made at the appropriate level (i.e., Safety Review Board and Management Joint Health and Safety Committee), for new technology/process awareness and to discuss safety related issues and/or concerns.

The HSC will have the ability to consult with an ergonomics resource before machinery, equipment, or processes will be released for production.

Procedure adherence will be driven by the project leader and will be reviewed during joint audits and should be reviewed during safety observation tours.

The HSC and, when appropriate, the ergonomics resource, will consult with operators, skilled trades, engineers, supervisors, or related personnel to ensure that required safeguards and ergonomic features provide effective protection and do not interfere with their ability to perform their assigned tasks.

The parties will continue their efforts to integrate health and safety into the development process of all planned and preventative maintenance, which includes design and review into the earliest design cycle of any new/retrofit equipment, processes, or operations at the appropriate level. A joint review of the buy-off process by all stake holders will be performed as needed.

Alternative Methods / Use of Presence Sensing Devices

The parties agree to jointly review and modify, as needed, the equipment buy off process to ensure Presence Sensing Devices (PSD)/Safety Control Devices (SCD) are validated.

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The intent is to ensure that the company will meet the requirements in 29 CFR 1910.217(h) and/or ANSI B11.26. Furthermore, the parties agree the validation requirements for presence sensing devices (PSDs) are primarily outlined in 29 CFR 1910.217(h), specifically the "Presence Sensing Device Initiation (PSDI)" standard, which mandates that PSDs used for initiation must be certified and validated to ensure they effectively protect operators from hazards at the point of operation on machinery, particularly power presses; this includes factors like sensing field coverage, object sensitivity, and proper installation and maintenance checks.

Lastly, the parties agree to the following key aspects for all PSD/SCD validation requirements:

- *System Integration:*

The validation process must consider the entire system including the press, controls, safeguards, operator, and environment as a unified entity.

- *Sensing Field Coverage:*

The sensing field of the PSD must cover the entire area where an operator's body could potentially be exposed to the point of operation.

- *Object Sensitivity:*

The device must be sensitive enough to detect the presence of an operator's body part within the sensing field, with minimum object sensitivity limitations specified in the standard.

- *Failure Mode Analysis:*

Validation should include analysis of potential failure modes and ensure that the system can still safely respond in case of a failure.

- *Installation Requirements:*

Proper installation of the PSD is crucial, including the correct distance between the sensing field and the point of operation.

- *Third-Party Certification:*

Employers often need to have their PSDs certified by a third-party organization to ensure compliance with the standard. Third parties will be utilized if required by standard.

- *Periodic Re-validation:*

Employers should regularly re-validate their PSD installations to maintain safety. Changes made to equipment and/or machine operations must be validated by following the equipment buy off process.

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Important points to remember:

- **No "Muting" during operation:**

Generally, bypassing the PSD during normal operation is not allowed, except for specific situations like troubleshooting or circuit checking, with proper safety protocols in place.

- **Operator Training:**

Operators must be trained on the proper use and limitations of the PSD system.

- **Specific Application Requirements:**

Depending on the type of machinery and application, additional validation requirements may apply.

HS-020 Contractor Safety

When the Company utilizes outside contractors, Emergency Response vendors, or OEM's, the International Union, UAW and the Company agree Health and Safety Regulations and procedures will be followed. The HSC will review existing, modify, or create (if needed) procedures for contractor safety and for protecting employees during contractor work. The contractor's Job Site Safety Plan will be reviewed prior to commencement of on-site work, and work activities will be periodically observed thereafter for compliance. Additionally, the Company requires that construction or maintenance contractors comply with applicable Federal, State, applicable Consensus Standards and Municipal Health and Safety regulations.

The project manager will require contracted employees comply with Company regulations and procedures. The HSC will perform random observations and report any concerns to the project manager for remediation and the SRB for escalation if needed.

Appendix K, ~~MOU~~ Education, Development and Training Program (EDTP)

EDTP-001-002-003-005 INTRODUCTION

The Development and Training Program (DTP) is designed to ensure that a clear development and training plan is available for all positions on the production floor and provide members the opportunity to continuously improve their proficiencies and broaden their skills for career development.

Training and development are essential to give employees the capability to solve difficult problems, develop creative solutions to operational issues, and harness the power of advanced technologies that are utilized by the Company.

The Union and the Company affirm their commitment to provide employees with options to pursue their developmental goals. The parties agree to maintain a comprehensive development and training program with the objective of helping employees to thrive professionally, and to improve the Company's competitive position. The focus of the Development and Training Program will be to provide access to training and development opportunities for employees, including (but not limited to):

- Build work group skills and relationships;
- Cross train employees whose current position is or is anticipated to be impacted by a restructuring action; and
- Foster communication, motivation, and positive work habits.

The parties affirm that training/development courses can be made available to upgrade/sharpen present job skills, provide updating on the state-of-the-art technology for employees based on present and future job requirements, and improve the job satisfaction and performance of all employees. All training opportunities will be made available to all employees regardless of classification as time and class space allow.

Responsibilities and Functions of the National Joint Development, and Training Program Committee.

The Company and the Union agree to establish a Joint Development and Training Committee.

The Joint Development and Training Committee will be composed of the Employee Training Coordinators (ETC), and equal number of participants from the Company.

In determining how to allocate resources the parties should consider:

- Identifying, training and retraining needs for active UAW-represented employees by utilizing the "Daily Auto Rotational Tool" system or any subsequent successor scheduling and training matrix tool or program and employees themselves;
- Identifying existing training and developmental resources, publicizing them to meet employee needs and encouraging employee participation;
- Improving and expanding local on-site classroom training facilitated by local ETC Representatives with approved providers, to deliver required training;
- Determining the level of training and retraining assistance that is available and may be provided to all displaced employees due to restructuring actions;
- Maintaining communication with the Company and the Union to provide visibility for DTP and promote participation.; and
- Establishing and maintaining a ~~minimum~~ **minimum** standard for job-specific training, ensuring that all roles have clearly defined training requirements to meet current and future operational needs.

The Company will be responsible for the funding of the DTP Program in its entirety. However, if it is a Union sponsored event, it will be the financial responsibility of the UAW.

EDTP-022 CREATION OF THE EMPLOYEE TRAINING COORDINATOR (ETC) POSITION(S)

Purpose of the ETC Position(s)

The Company and the Union will establish the role of Employee Training Coordinator (ETC) to serve as a dedicated point of contact for employees on workplace matters including, but not limited to, continuous improvement processes, development and proficiency planning, and access to training resources. The ETC will be responsible for facilitating clear communication, resolving development, proficiency, and training concerns, and promoting a supportive workplace culture. The ETC will participate in the Joint Development and Training Committee and any Continuous Improvement programs and/or trainings. The creation of the ETC position will contribute to training efforts on each shift. The ETC position will be staffed one per shift.

Hourly ETCs are not part of the elected negotiated represented structure. The ETCs will be locally appointed by the Union based on basic qualifications mutually agreed to by the Union and the Company. Once the Union selects an individual, the Company shall have a right to review and challenge for cause that individual's selection to serve as an ETC before candidate is placed in the appointed position. The challenge must be issued within ten (10) business days of being notified of the selection. Any challenge must be made in writing, specifying the reasons for the challenge. Any appointee challenged by the Company will remain in their current job position while the Union and Company jointly

review and address the basis for the challenge to the appointed position. The final outcome will be reached through mutual agreement, ensuring the appointee fulfills the jointly agreed-upon qualifications and is suited for the role.

The person(s) appointed to the position must have a strong belief in and commitment to continuous improvement. They must:

- Relate effectively with Union and Management representatives at all levels;
- Possess knowledge of facility operations and personnel resources;
- Demonstrate effective communication skills as well as emotional intelligence;
- Readily acquire appropriate organizational, interpersonal, presentation, and problem-solving skills/techniques; and be fully proficient with the "Daily Auto Rotational Tool" (D.A.R.T.) system; or any equivalent system utilized to track employee proficiency;
- Have completed 5 Why and 8 Step Problem Solving classes through the VW Academy;
- Based on pitch qualification, have 3 pie qualification across 6 processes;
- No level 2 active corrective action or higher (attendance or disciplinary);
- And have a minimum of 2 year(s) experience and/or knowledge with training, development, and/or education. Examples include, but not limited to, training in past or current jobs, teaching, Profi Room and/or Lean Center training, TWI certification, associate's degree in related field etc.

Any changes to these qualifications will be mutually agreed upon.

The ETC may be required to adjust their work schedule to accomplish the functions of the position.

The professional development of the ETC will focus on continuous improvement processes, proficiency processes, and systems for production operations.

ETCs will be required to take selected core training courses jointly agreed on by the Company and the Union. Failure to complete such training could result in their removal from the ETC position. When all required training is completed, a certificate will be issued by the International Union, demonstrating that the ETC is fully qualified.

Employees removed from ETC positions will return in line with their seniority to their classification in an open position.

Overtime for full-time ETCs will be determined in the same manner as other representatives.

Hourly ETCs shall be entitled to receive consideration for promotional or non-promotional opportunities.

When performing position responsibilities, ETCs will work jointly and collaborate with management on Continuous Improvement programs and/or trainings. ETCs may be utilized as a resource for any process or program that fits the needs of the Union and the Company, including work group training, train-the-trainer and various other local joint committees.

The duties of ETCs may be revised as determined by the DTP (Development Training Program). Typical duties will include, but are not limited to:

- Assuring good communication about participative processes, decision-making, teamwork, and other joint efforts among Management, Local Union leadership, and the workforce.
- Continuously assessing the proficiencies on all work groups/teams, and jointly with Supervisors, develop cross-training plans intended to increase proficiencies, and coordinate TWI trainers.
- Assisting in conducting, administering, and evaluating local training programs focusing on increasing employee proficiencies both individually and by production line/area, employee training participation, the operation of work groups/teams, and other joint continuous improvement efforts.
- Working with work groups/teams to deliver all safety, quality, delivery, cost, people, maintenance and environmental business qualification, training, and trainers metrics.

Facilitating communications among and within Supervisors, Team Leaders, Profi Room/Lean Center and TWI trainers, and assuring work groups/teams have the necessary information to plan and deliver all proficiency and training metrics across shops and during shop-to-shop transfers.

- Providing necessary coaching and mentoring to employees, work groups/teams, and Union and Management Leadership to create a work culture that supports and ensures the continuous improvement of the proficiency level of individual employees and consequently, work groups/teams.
- Serving as a training resource to work groups/teams.
- Communicating with all associated Committees and Local Union leadership, about projects and activities, and providing mandatory quarterly status reports on progress, problems encountered, and other relevant matters.
- Administering the Union's portion of the New Employee Orientation program and supporting the overall program.
- Facilitating and preparing the agenda for joint meetings as requested. Performing training responsibilities deemed necessary by the Development and Training Program.

The ETC will report directly to UAW leadership, Academy Leadership, and Profi Room Management, ensuring transparency and accountability.

EDTP-004 TWI Certification & Training

TWI Certifications and Training

During the 2024 negotiations, the Company and the Union discussed the importance of job trainers and the vital role they play in effective and efficient workforce development. The parties also acknowledge the additional workload and responsibility that the role of trainer carries. As such, the parties agree to the following as they relate to the roles and responsibilities of shop floor/line level training:

- Supervisors in each shop, line and/or work area will ensure that an adequate number of Team Members are TWI certified to cover training needs for their respective area.
- TWI certified Team Members will be utilized to train new hires/Team Members who hire into new work areas, whenever possible and prior to non-TWI certified Team Members being utilized.
- The position of Profi Room Trainer will be classified as a Qualification Specific Position (QSP).
- TWI Certified Team Members will be recertified whenever there are changes to TWI requiring recertification.

EDTP-014 CBA Training Program

Training Program

The Company, with support from the UAW International, will provide a training program on the terms of this Agreement for the following Union positions: local Union Presidents, Building Chairpersons, Bargaining Committees, District Committeepersons, part-time District Committee Persons, elected Alternate Committeepersons, and elected Union officials responsible for CBA administration and any Human Resources Management, Labor Relations personnel, and other salary employees the Company deems as appropriate. An Agreement Guide shall be included and made available to participants of CBA training. Attendees may only take CBA training one time during this contract period. As a result, the program will reduce workplace disruptions, enable faster conflict resolution, and boost productivity. The Grievance Procedure established by the Agreement has no application of, or jurisdiction over, any matter relating to this training program.

The Company is committed to ensuring its salaried workforce is trained on all aspects of these negotiations and performing their jobs in compliance with this Agreement.

EDTP-006, 007, 009,010,012 Employee Tuition Reimbursement

Tuition Reimbursement

The Company will provide employee tuition reimbursement for active and temporarily laid off (furloughed), bargaining unit employees pursuant to the terms outlined below. These reimbursements will be solely funded by the Company.

Current employees will become eligible for the tuition reimbursement benefits 6 months from their employment date of hire or rehire.

Courses taken under the Employee Tuition Plans will be subject to applicable federal, state, and local income tax provisions.

Tuition Assistance - Active Workers and Furloughed Workers

The Employee Tuition Reimbursement Program provides for tuition reimbursement as well as reimbursement for certain course related fees, and books, up to \$5,000 for undergraduate programs and \$8,000 for graduate programs per calendar year. Tuition reimbursement is for approved courses leading to a GED, undergraduate, or graduate level degrees from regionally accredited educational institutions. Reimbursement will be based on the allocation amount for the year in which the course has begun (Pt day of class). Courses commencing in one year and ending in another will be charged against the year in which the class began. Tuition plans generally cover:

- all courses required for high school completion (or high school equivalency certificate);
- any Undergraduate and Graduate Degree programs,
- One GMAT/GRE Test.

Fees eligible for reimbursement include:

- Program Fees;
- Graduation Fees;
- Lab Fees;
- Registration Fees;
- Technology Fees;
- Library Fees, and
- Book Fees.

EDTP-013 Dependent Scholarship Eligibility

Dependent Scholarship Program

In addition to the tuition benefits provided to current employees, the Employee Tuition Reimbursement Program will also include Dependent Scholarships for eligible dependents of active employees. This scholarship may be used for educational expenses such as tuition, books, and approved fees at regionally accredited institutions for any Undergraduate and Graduate Degree program.

The Dependent Scholarships will be available each calendar year and will require joint approval from the Joint Training Committee and the Company for eligible courses and schools. Dependents must submit proof of enrollment and documentation of educational expenses to be considered for the scholarship. The \$2500 scholarship will be awarded to twenty (20) eligible applicants.

Eligible dependents can be awarded the scholarship no more than one (1) time. Additional criteria for the scholarship as well as selection of the winners will be decided by the Joint Training Committee. If an insufficient number of qualified applicants for the scholarships, the Joint Training Committee will determine the options for making the remaining scholarships available, which could include, but are not limited to, an extension of the application window, etc. The Joint Training Committee will determine how they are used.

The Joint Training Committee will meet within thirty days of the appointment of Union representation. The group will then have 30 days to determine the application process and criteria for scholarships.

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Appendix L, **MOU** EAP Program (EAP)

EAP-001 – Program Structure

I. INTRODUCTION

During the 2024 negotiations, the Company and the Union discussed their mutual interest in helping employees balance the competing demands of the workplace with personal and family responsibilities. Both parties recognize the value in providing a framework in which all of the employees can voluntarily and confidentially seek assistance and information regarding the benefits available to address these issues. Similarly, it is also in both parties' interest to encourage, educate and assist employees to pursue healthier lifestyles and promote overall well-being. Therefore, the Parties affirm their commitment to these principles and objectives, and the Company, with the Union, will continue to provide confidential and voluntary assistance through its Employee Assistance Program (EAP).

II. PROGRAM STRUCTURE

A. Funding

The Company will be responsible for the funding of the EAP Program in its entirety. Any joint decisions will be paid for by the Company, except that UAW trainings or events will be paid for by the Union.

B. Local Joint Committees

A Joint Committee established by the Local UAW and Volkswagen will assist in directing and guiding the program's development, administration and delivery. The Joint Committee will be comprised of both the UAW EAP representative and a representative of the Company. The Joint Committee will identify other appropriate parties on an "as needed" basis to attend. The Joint Committee will coordinate program functions and activities at the location, consistent with the provisions of this contract. The Union, the Company, EAP representative, local medical activity as appropriate, and other local program support services are recognized as resources which can assist the committee in performing its responsibilities.

Proposals and requests for funding concerning delivery of the program enhancements and related services under the EAP are regularly reviewed by the Joint Committee and subject to approval by the Head of Total Rewards.

C. Employee Assistance Program Representatives

- I. The location and setup of the EAP area will provide a safe, confidential, secure working environment. The EAP area will be determined by the Joint Committee.

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- II. EAP Representative will participate in new hire orientation presentations.
- III. The EAP Representative will be able to contact the disability provider through the company's disability coordinator on behalf of an employee, provided:
 - The issue being addressed is for addiction/treatment or mental health only
 - The Representative has a signed waiver from the employee before contacting the disability provider and will not ask about general leave questions, social security benefits, etc.
 - The Representative will be trained in these contact procedures and protocol.
- IV. The EAP Representative may utilize a Company vehicle for company approved EAP business and transportation when needed by coordinating with the medical clinic.
- V. The EAP Representative will have access to materials, appropriate training, and the use of professional developmental resources. This includes materials and resources related to work/family issues.
- VI. One alternate EAP Representative shall be appointed by the UAW Director-from the existing pool of appointed representatives.
- VII. To enhance and strengthen the skills of local EAP representatives, the parties have also agreed:
 - a) To support the professional development of Representatives by mutually evaluating and agreeing on up to the following trainings to be paid by The Company:
 - Two Wellbeing Conferences during the term of this agreement.
 - Annual HIPPA training: required of all EAP Representatives and Chairpersons.
 - Annual Early Intervention Training- required for supervisors, committee persons, team leaders and Labor Relations personnel; and
 - Behavioral Emergency/Critical Incident Stress Debriefing Procedures (BECISD) Training.
 - Appointed EAP representatives will be required to earn an EAP Certification. This certification may be obtained through the Labor Assistance Professional Association (LAP), supported by the LAP membership, or other equivalent vendor certification program.

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III. EMPLOYEE ASSISTANCE PLAN

The Parties recognize it is of mutual interest to provide a framework within which employees voluntarily and confidentially may seek professional counseling, treatment, or other assistance to address personal and family concerns. Similarly, it is in the Parties' interests to generally encourage, educate and otherwise help employees pursue more healthy lifestyles and consistently remind employees of these resources. Working together, the Union and the Company can achieve common goals in these areas:

A. The EAP Carrier is acknowledged as being critical in providing confidential counseling. In that regard, the parties recognize that the Carrier plays a key role in the professional, accurate assessment of an individual employee's concern, those of the employee's eligible family members, and/or those of an organization needing assistance in developing and implementing strategies to address those concerns. As a result, the parties agree that the Carrier will function as the professional resource and primary service provider.

The Parties recognize that alcoholism and drug dependency are health concerns which may be successfully treated, given early identification and appropriate rehabilitation therapy. Furthermore, alcoholism, drug dependency, mental and emotional disorders, and personal or family issues can adversely affect job performance.

The EAP provides for: (1) early identification, intervention and voluntary assessment of employees demonstrating alcoholism or other drug dependency concerns as well as mental and emotional disorders or other personal or family issues; (2) referral of such employees for professional diagnostic evaluation, counseling or treatment; and (3) appropriate follow-up on their counseling or rehabilitation progress.

While the Plan's purpose is to assist employees demonstrating such concerns and help Union and Company representatives deal effectively with such situations, it also allows employees to obtain information about available counseling or treatment referral services for eligible family members having such concerns.

Employees demonstrating alcoholism, drug dependency, mental and emotional, personal or family concerns will be able to seek help voluntarily without having to be worried that their employment status will be affected because they have sought help for such concerns. Such employees, however, would continue to be subject to the same standards of performance and conduct expected of any other employee, irrespective of participation in the EAP. Employees requiring a leave of absence for the treatment of health issues will be provided such leave in accordance with the provisions of the Collective Bargaining Agreement and

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applicable law. Insurance benefits, if any, for treatment and absence will be determined in accordance with the Agreement.

B. Supervisor, Committeeperson, and Labor Relations Representative Training

An integral part of a successful EAP is training. In this regard, the parties reaffirmed that early intervention by Supervisors, Committee persons, Team Leaders and/or Labor Relations Representatives, to assist employees in obtaining quality, confidential EAP support is an important element in the recovery process. Early intervention is key to helping employees understand how abuse of alcohol and drugs or mental and emotional disorders can lead to excessive absenteeism and declining job performance. Supervisors, Committee persons, Team Leaders, and Labor Relations Representatives will be made aware of available EAP resources as tools for early intervention.

To facilitate understanding of their critical roles in the intervention process, the Parties agreed to keep updated, with the help of outside technical experts as necessary, an EAP related training module directed toward local supervision, Management, Labor Relations Representatives, Team Leaders, and Union leadership. The training will focus on providing all parties mentioned with basic awareness of their role in early intervention with employees, introduction and training on Behavioral Emergency/Critical Incident Stress Debriefing Procedures (BE/CISD), and the impact of work/family issues on employee productivity.

Additionally, information on resources available through EAP will be provided to employees as a means to emphasize early intervention and the availability of EAP services.

C. Behavioral Emergency/Critical Incident Stress Debriefing Procedures

In times of crisis, EAP support will be contacted to provide services, based on a joint crisis plan developed by the parties.

It is important to recognize the value of supporting employees by conducting joint after incident review meetings involving any appropriate parties after a trauma, such as an employee suicide, a major injury accident, violence or death at the work site, etc.

The parties agree to research, develop, and create the incident review procedures on effective crisis response involving appropriate parties to determine the need for additional awareness, education and training on the BE/CISD procedures. Additional refresher training will be offered as required.

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Appropriate support meetings for employees traumatized by such events are in the best interest of the Union and the Company. In this regard, the parties will develop and establish an employee support meeting process to deal with behavioral emergencies which may occur in the workplace.

D. Mental Health Initiatives

The EAP Representative will attend and support the implementation of the Annual Mental Health Awareness Month. This is in accordance with the Promotion of overall Wellbeing which includes Mental & Emotional Health.

The Joint Parties agree that EAP will participate and be a key stakeholder in the Advanced Mental Health Training. EAP will support, participate, and monitor the needs of AMHT, and the VW employees they support.

E. Support Groups

It is mutually agreed that there is value in providing social support to employees making positive lifestyle changes, where the Parties jointly agree to have on-site support group meetings coordinated by a trained EAP or other professional provider(s) for employees only. Employees will be permitted to attend on their own time with appropriate meeting space available.

IV. WELLBEING PROGRAMS AND FITNESS CENTERS

The Union and the Company agree fitness center guidelines have been established to provide the necessary criteria for the safe and effective fitness center operations, using CDC recommendations. These guidelines will be revised in a timely manner whenever there are changes to the CDC criteria and/or support documents as jointly agreed upon by the Joint Committee.

The Company and Union recognize the importance of maintaining viable equipment in the Fitness Centers. The Company will maintain, repair, and replace fitness center equipment, primarily cardio, strength, group exercise equipment, and matting in select weightlifting areas. The Fitness Center guidelines will detail the equipment replacement, repair, and maintenance process and the steps necessary to replace equipment including a professional equipment evaluation when needed.

The Company will continue to staff the fitness center. During promotional activities, the Fitness Center staff will perform assessments (i.e. BMI, area measurements, weight, etc.) to help participants meet their goals. The Parties agree that this service will be available to all employees seeking to improve overall wellbeing. The Company will notify the Union in advance of any changes to the Fitness Center.

Funding for wellbeing initiatives, including fitness centers' promotions will be researched by the Joint Committee for possible grant funding opportunities.

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V. FAMILY CONSULTATION

A. The EAP will provide counseling sessions to employees and their eligible dependents for personal issues dealing with child and elder care.

B. The EAP Representative will provide information on the latest childcare discounts available to employees and disseminate the information. This will be in addition to any other childcare benefits negotiated by the parties, which include reimbursement procedures. Counseling will be provided by EAP for family issues. Community based childcare resources and options available to employees are limited, especially for those employees working different shifts. In an effort to increase these resources, the Parties will research ways to provide assistance to meet the needs of employees, especially those working different shifts. These efforts may include, but are not limited to, partnering with internal and external resources to identify national childcare providers located near the Company, including those that provide discounted childcare for employees.

C. Employees and eligible dependents managing the adoption process may utilize the EAP Representative for (1) family counseling resources, (2) mental and emotional support counseling for employee educational decisions, (3) employees struggling with higher education decisions for themselves or family members may seek the support of the EAP Representative. The EAP Representative responsibilities will include assisting with the Employee Tuition Reimbursement process per the agreement.

D. Resources and information on parenting will be accessible and provided to those by requesting information from the EAP.

VI. GENERAL

It is understood that nothing contained herein or in existing or future statements concerning the EAP or steps taken to implement its programs and related services shall be construed or interpreted as constituting a waiver of either the Company's or the Union's rights or responsibilities under the Collective Bargaining Agreement, nor is the EAP intended in any way to create for any employee any enforceable obligation against the Company, the Union, or their representatives.

In addition, it is the Parties' intent that any programs, approaches, or related services provided under the EAP are not to be construed as benefits or insurance programs.

Finally, the Grievance Procedure set forth in **Article** ___ of the Collective Bargaining Agreement shall have no application to, or jurisdiction over, any matters related to the EAP.

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EAP-001 HEALTH PROMOTIONS PROGRAM

In 2024, the parties agreed to promote wellbeing programs in order to capitalize on supporting the whole employee.

The UAW and the Company recognize the need for support services such as programs to assist with weight management, stress management and smoking cessation.

During the 2024 negotiations, the parties further agreed to offer programs dealing with mental health and substance use, violence prevention, and physical health. Many health care providers offer such programs for their members as part of their medical plan. In the interest of encouraging more healthy personal lifestyles among employees, the EAP will provide promotional wellbeing materials when these programs are not available through the employees' existing healthcare plans.

Volkswagen will cover all costs associated with the Health Promotion Program through the EAP.

In addition, it is the parties' intent that any programs, approaches, or related services provided under the wellbeing programs are not to be construed as benefits or insurance programs.

EAP-001 ONSITE VACCINATION PROGRAM

During these 2024 negotiations, the Company and Union discussed the importance of reducing the spread of disease in the workplace to maintain employee health and a healthy work environment and the numerous ways employees can get vaccinated.

The Company agrees to make a vaccination program available annually throughout the term of the 2024 Agreement. The Union and The Company agree to offer influenza, and COVID vaccinations yearly through the on-site clinic.

The program for the on-site vaccinations will be administered by a third-party vendor and at no cost to the employee. All active employees and/ or employees on approved leave are eligible to participate in the on-site vaccination program.

The on-site vaccination program will not limit the right of either party to provide the same, similar or other vaccinations to employees or family members as each may deem appropriate and within Company and/or UAW guidelines.

As soon as practicable after these negotiations, the Company and the UAW, will make arrangements to implement such a vaccination program.

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EAP-001 MENTAL HEALTH AND SUBSTANCE USE DISORDER PROGRAM

The UAW and Volkswagen recognize that alcoholism and drug dependency are serious health problems that can be successfully treated. Additionally, as with alcoholism and drug dependency, emotional disorders and serious personal problems can adversely affect employees' overall health, wellbeing, family matters, positive engagement with the community and job performance. It is in the mutual interest of the Union and the Company to provide a sustainable framework in which employees can voluntarily and confidentially seek professional counseling, treatment, family intervention, or other available assistance and information about what benefits are available to address such problems without having to be concerned that their employment status will be affected because they have sought help for such problems. The UAW and the Company agree that it is best practice to encourage, educate and otherwise help employees pursue more healthful lifestyles, and expand educational opportunities in this area for the entire family.

The Joint Committee in conjunction with the EAP vendor will help to establish procedures and protocols for:

- Early identification and voluntary assessment of employees having alcoholism or other drug dependency problems as well as emotional disorders or serious personal problems
- Referrals of such employees to recognized providers for professional diagnostic evaluation, counseling or treatment
- On going support system with follow up on counseling or rehabilitation.
- Encouraging employees to obtain information about the dangers of substance abuse and other addictions, serious family and personal problems.

This initiative will also cover how to recognize the existence of such problems, and the availability of counseling or treatment referral services for immediate family members having such problems, and in some instances, with employees requiring a leave of absence for the appropriate treatment of such related health problems.

The UAW and the Company recognize that a perceived stigma may be attached to involvement with EAP. Therefore, the Parties agree to work to generate a climate which reduces the effects of social stigma associated with mental disorders, alcoholism, drug dependency and other personal problems that act as a barrier to employees receiving needed help.

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EAP-001 RECOVERY SUPPORT FOR MAINTAINING SOBRIETY WHEN RETURNING TO WORK FROM A SUBSTANCE USE DISORDER (SUD)-RELATED MEDICAL LEAVE

During these negotiations, the Company and the Union discussed their firm commitment to helping employees affected by substance use disorders to maintain sobriety. In particular, the parties reviewed how to support employees who have self-reported, prior to a Company request for drug testing, in returning to work from a substance use-related medical leave of absence.

The parties agreed that those employees who relapse may jeopardize the safety of themselves and others. Also, these situations hamper the ability of the Company and the Union to meet today's challenges, including the ability to achieve continuous improvement in quality, safety, customer satisfaction, and operating effectiveness.

To address this problem, the parties agree to the following return to work progression for SUD-related medical leaves:

Process Steps: Employee Returns from a SUD-Related Medical Leave

Step 1. You may return from any SUD medical leave if you do the following:

- a) Provide written evidence from the treating physician the employee has been cleared to return to work.
- b) Provide written evidence of a completed treatment program assessment.
- c) Pass a drug test administered by the Onsite Medical Clinic (OMC).

Upon completion of recommended treatment and successful compliance with Step 1 a), b), and c) above, they will be returned to work.

If the employee fails this drug test, the procedure described in step 2 section B below will apply.

Step 2. After the initial return to work, the employee will be subject to the Company's Monitoring Program which includes periodic drug testing for twelve (12) months following their successful return to work.

- a) If the employee does not test positive in this twelve (12) month period, the program ends.
- b) If the employee tests positive at any point in this initial twelve (12) month period as a result of the periodic drug testing or the initial return to work procedure (Step 1), the employee will not be allowed to continue/return to work. The employee will then be placed on medical leave and referred back to a treatment program. The employee will then be required to complete both the return-to-

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work procedure in Step 1 and a restart of the twelve (12) month monitoring period in Step 2.

- c) The employee will be notified that any subsequent positive test will result in termination.
- d) If the employee does not test positive in this a twelve (12) month period, the program ends.

Step 3. If an employee has two (2) positive tests at any point during Monitoring Program testing, the employee will be terminated in accordance with Company policy and lose all seniority.

The following apply to all Steps in this process:

1. Drug testing will continue to be conducted in accordance with established Company practice, and the reason for conducting the test and the test results will be strictly confidential and will be made known only to the employee, Onsite Medical Personnel, the treatment program, EAP Representative and Human Resources-Representatives having a business reason to know.
2. The decision as to when an employee must have such a drug test will be made by Medical Services/Human Resources and will not be a supervisory determination.
3. Periodic drug testing within the twelve (12) month period or extended twelve (12) month period following a positive test, will be conducted no more frequently than six (6) times after the initial sixty (60) day testing period, in accordance with the drug testing letter of agreement attached.
4. Positive tests results will be subject to a Company/Medical Review Officer (MRO) investigation. Employees found to be disadvantaged through no fault of their own will be made whole for any compensation lost.
5. Any employee who refuses assessment, treatment, or testing in accordance with the provisions of this agreement will be treated as though the employee had tested positive.
6. During the twelve (12) month testing period and/or the twelve (12) month period following a positive test, all time off work including layoff, medical leave, discipline or personal leave will extend the length of the twelve (12) month testing period and/or extended twelve (12) month period following a positive test by an identical number of work days.
7. Employees who are under the program and subsequently tested for anything outside of the Monitoring Program (i.e. reasonable suspicion, after incident testing, etc.) are subject to MRO review and the local discipline/discharge procedures, up to and including termination for one (1) positive test, and do not follow this process.

COLLECTIVE BARGAINING AGREEMENT

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The EAP Representative will monitor progress of the employees involved in this program through the appropriate representatives in the onsite medical clinic, which can include handling contact with treatment facilities, with required documentation.

Employees affected by the above provisions would continue to be subject to the same standards of performance and conduct expected of any other employee.

Disputes as to the Company's failure to observe the procedure requirements of these provisions are subject to the regular Grievance Procedure.

EAP-001B EMPLOYEE ASSISTANCE PROGRAM: DRUG TESTING

The parties agree that:

- The On-site Medical Clinic (OMC) will not test employees for marijuana during return-to-work procedures when reporting back to work from a medical leave unless the employee:
 - is a DOT operator;
 - is returning from a substance use disorder leave; or
 - is showing signs of impairment.
- As part of the return to work from a grievance settlement, employees will not be tested for marijuana, unless the employee:
 - is a DOT operator.
 - is returning from a substance use disorder leave;
 - is showing signs of impairment; or
 - marijuana testing is included as a requirement of the grievance settlement.

EAP-001 LETTER OF AGREEMENT

RE: Monitoring Program Drug Testing

During negotiations, the parties discussed testing guidelines for the monitoring program return to work testing. The parties agreed to drug testing as outlined in the attached procedures.

Also, the Company notified the Union that they are reviewing a change in the process. The parties have agreed to discuss and monitor this possible transition. The testing procedures, protocols, and thresholds used currently will not change unless agreed to by the parties or necessary to comply with all applicable local, state, and federal laws and regulations.

COLLECTIVE BARGAINING AGREEMENT

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ATTACHMENT IN SETTLEMENT AGREEMENT

~~LETTER OF UNDERSTANDING~~

RE: **EAP-001 Return to Work Procedures**

During these negotiations the parties recognized there needs to be a standard process to return to work from any leave. Agreeing to standardize the process will alleviate the time and stress off employees who are returning to work from medical leaves.

The parties agree to establish a Return-to-Work procedure “check list,” which will include meeting with the Onsite Medical Clinic to ensure that proper medical release documentation has been provided and badges are activated in compliance with Company security procedures, and all necessary parties are notified. This procedure will ensure a stress-free return to work process for employees and will prevent delays for the returning employees.

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Appendix N - Joint Diversity, Equity, and Inclusion Program (DI)

ML-LP-068 Diversity & Inclusion in the Work Place

D-I-002, 003

Diversity, equity, and inclusion in the workplace has been an important and recurring topic throughout numerous discussions between the Company and the Union during the 2024 negotiations. Workplace diversity encompasses all of the many differences that define employees as unique and valuable individuals. Although the concept of diversity highlights our differences as individuals, the true value of workplace diversity is that such differences can create a whole that is more than the sum of its components – a group of individuals, whose collective strengths are derived from understanding, appreciating, and capitalizing on their particular personal attributes.

Accordingly, the parties are committed to working together to foster an environment free of harassment, discrimination and retaliation, where everyone can feel respected and included.

The parties share a vision of diversity, equity, and inclusion in the workplace: an environment that promotes a culture, which encourages every individual to contribute fully to the success of their workplace while achieving maximum personal fulfillment. The contributions – actual as well as potential – of all employees, regardless of differences, must be recognized, tapped, and appreciated. Such a harmonious environment will foster positive working relationships among all employees, thus allowing people to succeed to the best of their abilities. Ultimately, this will result in a stronger workplace in turn leading to greater job security. But fundamentally, and perhaps most importantly, diversity, equity, and inclusion is a matter of respect for the other human beings with whom we spend a significant portion of our lives – our co-workers. Union and Company leadership alike embrace this vision.

The Company and Union, in their respective fields, will become leaders in adopting and enforcing policies and regulations against sexual harassment and discrimination as well as harassment and discrimination because of ethnicity, race, nationality, gender, gender identity/expression, age, disabilities, religion, union affiliation, sexual orientation, marital status, status as a veteran, family status, or any other legally protected trait as required by appropriate local, state, and federal law.

The Company and the Union recognize their legal and moral responsibility for assuring that all Company employees are respected and included in the workplace and have equal employment opportunities and freedom from discrimination.

The Company and the Union also recognize the value and teamwork that Employee Resource Groups (ERGs) can provide in furthering and supporting our strategic DE&I goals. The Company and the Union consider Employee Resource Groups (ERGs) to be

COLLECTIVE BARGAINING AGREEMENT

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an important component that connect various members of the Volkswagen workforce with each other and with the institution. The inherent element of the mission of an ERG is to promote the welfare of the employees, and to establish mutually beneficial relationships between the Company, its workforce, members of the Employee Resource Group, and the communities that are served.

In addition, there are benefits to individual employees, employee groups, and the organization as a whole that may result from the creation and ongoing activities of such employee organizations. ERGs offer opportunities for employees who are connected by some common dimension of diversity to come together to build relationships and to identify and generate opportunities to aid in driving positive business results.

Common dimensions of diversity can extend beyond gender and ethnicity and include sexual orientation, disability status, generation groups and family conditions. ERGs are typically formed with a focus on a dimension of diversity that has traditionally been underrepresented in the workplace. Participation in one or more ERG is open to all employees.

D-I-001 Joint Diversity Equity and Inclusion Committee

The Company and the Union agree to implement a UAW-VW Diversity, Equity and Inclusion Committee. The UAW-VW Joint Diversity, Equity, and Inclusion Committee will consist of a minimum of eight (8) members, five (5) representatives of the Local Union and three (3) representatives of the Company. The five (5) representatives of the Local Union shall consist of the Local Union President, or designee, the Local Chairperson of the Unit Committee, or designee, and the Local Human and Civil Rights Chairperson. The remaining two (2) should consist of Local Union currently elected or appointed committeepersons

The three (3) representatives of the Company shall be the Plant Manager, or designee, a Company official at the plant active in the Company's equal employment opportunity program, and another member(s) designated by the Company Plant Manager. The Local Chairperson of the Unit Committee and the Company Plant Manager, or their designees, shall serve as the co-chairs of the committee and may jointly consider increasing the number of members on the committee over the minimum listed above. Such increases may be warranted when considering the complexities of the **ir** facility. Committee membership should be reflective of the facility population and shifts/**crews**/departments, if possible.

The UAW-VW Joint Diversity, Equity, and Inclusion Committee will meet at least monthly. Its functions shall be the following:

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- Meet monthly, or as mutually agreed upon, with the responsible Human Resources department to review and discuss equal application, harassment, discrimination, and retaliation data.
- Discuss the processes surrounding complaint procedures and investigations.
- Communicate to employees available resources for reporting harassment, discrimination, and retaliation.
- Maintain liaison with Human Resources and the UAW Human and Civil Rights Department.
- Discuss Company policy changes that impact equal application rights of members.
- Review, discuss and recommend ways and means to facilitate greater employee understanding and awareness of a respectful workplace, inclusive behaviors and appropriate workplace conduct, equal application, diversity and harassment issues.
- Identify training programs, conferences, forums, and other strategies to increase employee awareness ~~of~~ and promote ~~a~~ respectful workplace. These programs, conferences and strategies may also address harassment, discrimination, retaliation, and equal application issues. It is envisioned that these programs and strategies will be comprehensive, including hourly and salaried employees as appropriate (e.g., supervisors, superintendents, human resources representatives, plant management, and local union leadership).
- Participate in the ~~of~~ delivery of diversity and inclusion strategies implemented at our plant.
- Discuss ways and means of encouraging Plant Leadership in conveying their joint commitment to a respectful workplace free of harassment, discrimination and retaliation.
- On at least an annual basis, continuing education from organizations specializing or providing training in diversity and inclusion competencies, skills and best practices, will be made available for the committee to attend.
- Monitor progress of implementation of diversity and inclusion strategies and training, including new hire, requesting assistance from the International Union, as appropriate.
- Suggest guidelines for Union and Company representatives, active in the Grievance Procedure in the proper and prompt handling of grievances alleging such claims and consider whether other means of handling allegations of harassment, discrimination and retaliation should be used.
- Comply with all procedures as established by the UAW-VW Joint Diversity, Equity, and Inclusion Committee.
- Maintain meeting minutes and activity reports and all other related data
- The UAW- VW Joint Diversity, Equity, and Inclusion Committee will be strongly encouraged to attend both the UAW Civil Rights Conference, and other Diversity training events not to exceed one (1) per calendar year.

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- In an effort to make the Grievance Procedure a more effective instrument for the handling of any claims of discrimination, special effort shall be made by the representatives of each party to raise such claims where they exist, and at as early a stage in the Grievance Procedure as possible. If not earlier, a claim of discrimination shall be stated at least in the Third Stage Grievance, as provided in Article ## ,Section ## of this Agreement. The Bargaining Chairperson or his designated representative, before deciding whether to take the grievance to the Plant Review Board, may refer the grievance to the Civil Rights Representative of the Local Union for a factual investigation and report. The Civil Rights Representative shall not receive pay from the Company for time spent on such activity. The grievance and arbitration procedure shall be the exclusive contractual procedure for remedying such discrimination claims.

Members of the UAW- VW Joint Diversity, Equity, and Inclusion Committees will receive pay for approved time spent planning for and attending scheduled meetings, developing and implementing work plans for diversity and inclusion related initiatives/events. This pay will be straight time pay, not overtime.

Volkswagen will be responsible for the funding of the UAW/ VW Joint Diversity, Equity, and Inclusion Program. However, if it is a Union sponsored event, it will be the financial responsibility of the UAW.

SETTLEMENT AGREEMENT

In addition to VWGoA's Last, Best, Final Offer, this Settlement Agreement ("Agreement") is entered into on February 4, 2026, between Volkswagen Group of America, Inc. ("VWGoA"), and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (the "UAW"). Each of VWGoA and the UAW may be referred to as a "Party," and collectively as the "Parties."

The Parties agree that issues relating to bargaining between VWGoA and the UAW on a Collective Bargaining Agreement for the VW Chattanooga facility ("Chattanooga facility") are resolved as follows:

1. This Agreement resolves all issues and disputes which were the subject of negotiations in the current Collective Bargaining Agreement negotiations. Resolution of all matters subject to these negotiations have been concluded based upon current conditions and circumstances. This includes a resolution of Unfair Labor Practice Charge Nos. 10-CA-361873 and 10-CA-373960 filed on March 13, 2025 and September 24, 2025, respectively. The UAW will request the withdrawal of the ULPs as soon as practicable.
2. After further discussions and significant and meaningful movement from prior bargaining positions, VWGoA's Last Best and Final Offer (attached to the Settlement Agreement) will be modified as follows:

- i. The General Wage Increases in Section 1 (Wage Increases) shall be modified:

2026	Year 1 2027	Year 2 2028	Year 3 2029	Year 4 2030
<i>Upon Ratification</i>	<i>Ratification Date</i>	<i>Ratification Date</i>	<i>Ratification Date</i>	<i>Ratification Date</i>
5% Wage Increase	3% Wage Increase	3% Wage Increase	3% Wage Increase	6% Wage Increase

- ii. The following shall be added to Paragraph 5 (Bonuses):

- **Annual Contract Bonus:** During the term of this Agreement, all eligible bargaining unit employees shall receive an annual contract bonus of \$2,550. The first payment shall be distributed at the same time as the payment of the ratification bonus. Subsequent bonus payments shall be paid the first pay period of January each year as outlined below:
 - February 2026 (Pending Ratification)
 - January 2027
 - January 2028
 - January 2029

Eligible employees are defined as those who are represented by the Union and whose status with the Company on the payment date is one of the following:

- All active bargaining unit employees;
- On temporary lay-off/furlough;

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- On leave pursuant to the Family and Medical Leave Act;
- On any approved leave of absence beginning not earlier than one year prior to the effective date of this Agreement.
- On indefinite Layoff while receiving wages.

iii. The Section entitled “Plant Closures and Sale of Operations” shall be replaced with the following language:

- **Commitment to Plant Operations:** The Parties agree that any decision to close, curtail, shut down, discontinue, transfer, sell, lease, or liquidate the plant or any of its operations is reserved exclusively for the management of the Company. However, the Company commits that it will not close, curtail, shut down, discontinue or liquidate the Chattanooga plant during the term of this Agreement, unless conditions beyond the control of the Company arise that make compliance with this commitment impossible. Such conditions include, but are not limited to: (1) a significant downturn in the economy that renders the plant unsustainable; (2) market related volume decline that impacts the plant’s viability; (3) disasters such as floods, earthquakes, or fires that damage or destroy the plant; or (4) severe economic hardship that would cause continuing operations to lead to significant financial losses for the Company, unavoidable through alterations in methods of production.
- **Commitment Not to Sell:** The Company commits that it will not sell, lease, transfer, or assign its operations at the Chattanooga plant without requiring a successor entity to recognize the Union and be bound by this Agreement, unless the above stated conditions beyond the control of the Company are present, rendering compliance with this commitment impossible.

iv. The subsections within “Additional Items” shall be modified as follows:

- **Right to Strike:** As proposed by the Company on June 18, 2025 (attached to the Settlement Agreement).
- **Drug Testing:** The Company withdraws the Tentative Agreement reached on April 3, 2025, agrees to modify its current drug testing protocols by eliminating random drug testing, and further agrees to meet and agree upon with the UAW to explore ways to reduce drug testing for individuals that experience musculoskeletal disorders (cumulative and chronic injuries of the soft tissue-muscles, tendons, ligaments, nerves, joints, and blood vessels) that result from previously identified ergonomic workplace hazards.
- **Skilled Trades:** The substantive and material terms for the open Skilled Trades demands are attached hereto. The parties have also agreed and attach hereto Skilled Trades Leads/Self-Direction (SKT-21), Shift Patterns (SKT-04A), and Skilled Trades Collaboration (SKT-019-1-d).

v. Add a new section entitled “**Product Commitment**” which shall read as follows:

- i. Unless conditions beyond the control of the Company arise that make compliance with this commitment impossible such as those described in the commitment to plant operations, the Company hereby commits to allocate product to the facility covered by this Agreement in a volume sufficient to sustain a substantial portion of the UAW-represented employment levels at the time of the ratification of this Agreement, for the duration of its term. The parties will meet and discuss Company plans and decisions affecting the foregoing commitment with sufficient advance notice to the Union to provide meaningful consultation concerning same.
 - ii. Excluding normal and historical work being performed by non-bargaining unit members, it is understood that all core work currently performed by UAW-represented employees will not be outsourced during the life of the 2026 UAW-Volkswagen collective bargaining agreement. Should circumstances arise in which the outsourcing of the existing core work would result in actions that would further enhance the job security of the UAW-represented workforce and maintain or exceed overall employee levels, such opportunities can be brought forth to the International Union. If the International Union concurs that the intent of this letter is met, such suggested actions will be implemented.
 - iii. During the life of the UAW-VW agreement, VWGoA is committed to finding pathways to introduce potential new product for the Volkswagen brand, assembled in Chattanooga. Such a commitment involves adopting next generation, distinctive, competitive and state-of-the-art vehicles planned for the next decade. Doing so will enhance VWGoA's global position by leveraging strong US production capabilities with a potential for international reach. VWGoA will advise the UAW of all product allocations to US operations prior to any official public announcement made by it, and subject to a reasonable non-disclosure agreement. Formal announcements specific to the Chattanooga workforce concerning products will be made jointly with VWGoA and UAW representation, in the spirit of co-determination.
3. The parties discussed in great length the complexity and enormity of implementing this first agreement between the UAW and Volkswagen while simultaneously launching the upgraded Atlas. To that end, the parties will meet weekly beginning the first week following ratification to identify and promptly take the appropriate actions necessary to properly implement the agreement. The International UAW and VWGoA will designate the appropriate representatives from their organizations required to attend. It is agreed that prior to the utilization of the grievance procedure for failure to implement any term of this agreement, such matters will be escalated to the International Union and the VWGoA to resolve. It is understood that any unresolved issues, after good faith discussion between the International UAW and VWGoA, can then be addressed by the grievance procedure. Such time spent addressing the matter informally shall toll the time period to file a grievance and pursue arbitration.
4. This Agreement and the Collective Bargaining Agreement are subject to ratification by the bargaining unit membership. The effective date of both will be the Monday following notification of ratification and the expiration date of the Collective Bargaining will be 12:00am EST on February 24, 2030.

5. No provision of this Agreement shall be superseded or changed by other than a written agreement between the Parties.

IN WITNESS WHEREOF, VWGoA and the UAW have each caused this Agreement to be signed and delivered all as of the date first set forth above.

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America

By: 
Brandon Keatts, Chief of Staff, Int'l UAW

By: 
Steve Cochran, Local Bargaining Committee Co-Chair

By: 
Josh Epperson, Local Bargaining Committee Co-Chair

Volkswagen Group of America, Inc.

By: 
Gerrit Spengler, Chief Human Resources Officer

By: 
Christena Wilson, Senior Director of Labor Relations

By: 
Aron Karabel, Counsel



Current Progression (months)	PRODUCTION (as of 2026 ratification)	PRODUCTION WAGES				
	VWCHA	Year 1	Year2	Year 3	Year4	Year 5
		5%	3%	3%	3%	6%
0	\$23.40	\$24.57	\$25.31	\$26.07	\$26.85	\$28.46
6	\$24.50	\$25.73	\$26.50	\$27.29	\$28.11	\$29.80
12	\$25.80	\$27.09	\$27.90	\$28.74	\$29.60	\$31.38
18	\$27.00	\$28.35	\$29.20	\$30.08	\$30.98	\$32.84
24	\$27.90	\$29.30	\$30.17	\$31.08	\$32.01	\$33.93
30	\$29.05	\$30.50	\$31.42	\$32.36	\$33.33	\$35.33
36	\$30.20	\$31.71	\$32.66	\$33.64	\$34.65	\$36.73
42	\$31.30	\$32.87	\$33.85	\$34.87	\$35.91	\$38.07
48	\$32.40	\$34.02	\$35.04	\$36.09	\$37.17	\$39.41

Current Progression (months)	MAINTENANCE (as of 2026 ratification)	SKILLED TRADES WAGES				
	VWCHA	Year 1	Year2	Year 3	Year4	Year 5
		5%	3%	3%	3%	6%
0	\$32.60	\$34.23	\$35.26	\$36.31	\$37.40	\$39.65
6	\$33.90	\$35.60	\$36.66	\$37.76	\$38.90	\$41.23
12	\$35.00	\$36.75	\$37.85	\$38.99	\$40.16	\$42.57
18	\$36.20	\$38.01	\$39.15	\$40.32	\$41.53	\$44.03
24	\$37.40	\$39.27	\$40.45	\$41.66	\$42.91	\$45.49
30	\$38.00	\$39.90	\$41.10	\$42.33	\$43.60	\$46.22
36	\$38.90	\$40.85	\$42.07	\$43.33	\$44.63	\$47.31
42	\$39.95	\$41.95	\$43.21	\$44.50	\$45.84	\$48.59
48	\$41.00	\$43.05	\$44.34	\$45.67	\$47.04	\$49.86

Ratification Bonus

In recognition of the ratification of this Collective Bargaining Agreement, the Company agrees to provide a one-time lump sum payment of four thousand dollars (\$4,000) to each eligible employee, subject to all applicable withholdings.

Eligible employees are defined as those who are represented by the Union and whose status with the Company on the effective Date of this Agreement is one of the following:

- All active bargaining unit employees;
- On temporary lay-off/furlough;
- On leave pursuant to the Family and Medical Leave Act;
- On any approved leave of absence beginning not earlier than one year prior to the effective date of this Agreement; and
- On Indefinite Layoff while receiving wages.

The payment will be made no later than the second regular pay period following the Company's receipt of written notification of ratification of this Agreement by the Union. This bonus is not considered part of base wages and shall not be included in the calculation of any other compensation, benefits, or retirement contributions.

In addition, should the International Union, UAW raise any questions of equity in application regarding specific employees, the Company agrees to meet with the Union on such cases to review the facts.

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MT-014/1/F
Company Pass
8/26/2025 (TA'd 8/28/2025)
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SKILLED TRADES AGREEMENT ON OPEN DEMANDS

This Skilled Trades Agreement on Open Demands (the “Agreement”) is entered into on January ____ 2026, between Volkswagen Group of America, Inc. (“VW”) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“Union”) (collectively, “Parties”).

The Parties agree that the open issues relating to skilled trades currently being bargained between VW and the Union for the VW manufacturing plant in Chattanooga, Tennessee (the “Plant”) as part of the Parties’ collective bargaining agreement (the “CBA”) are resolved as follows:

1. **Resolution:** This Agreement resolves all issues and disputes concerning skilled trades not already covered by a tentative agreement which were the subject of negotiations for the current CBA. Resolution of all matters subject to these negotiations has been concluded, unless otherwise identified herein consistent with these terms to be included in the CBA. Any open skilled trades issues not in this Agreement will not be included in the CBA for the Plant.
2. **Bargaining Unit Work:** Bargaining Unit work shall, except as provided in this Agreement or the CBA, be performed by Bargaining Unit Members. Except as otherwise permitted by this Agreement or the CBA, VW shall not assign Bargaining Unit work to employees outside of the Union Bargaining Unit except in the case of emergency, temporary work relief, subcontracting permitted by the CBA, to the extent that such work is a part of their duties, or to the extent that such assignment is a matter of customary practice. It is understood non-bargaining unit employees will not: displace bargaining unit employees. In no event shall such assignments be made, except as otherwise permitted by this Agreement or the CBA, for the purpose of reducing or eroding the number of employees in the Bargaining Unit.
3. **Salaried Positions:** The work of the Specialist and Technician positions have historically and customarily been non-bargaining unit work and those positions will remain salaried positions outside of the bargaining unit. When available and upon request, a Skilled Trades employees will assist salaried positions in performing non-bargaining unit work. When available, a Skilled Trades bargaining unit member may be present for training purposes when significant tasks related to equipment up time are being performed by non-bargaining unit Specialists and Technicians.
4. **Areas of Expertise:** Skilled Trades employees will be organized into two occupational Groups: Electrical/Mechanical. Each Skilled Trades employee will also be designated one of four areas of expertise within the occupational groupings: Electrician, Millwright, ToolMaker, and PipeFitter, based on the upskilling strategy as workshopped by the joint parties that shall take place over the course of the agreement. A Skilled Trades employee may be assigned to any task, including a task traditionally outside of the individual’s area of expertise, so long as a lack of special skills or knowledge does not preclude the employee from safely and competently performing the work.

5. **O.T., Scheduling, seniority, and leader implementation** – The parties will meet and agree on OT, Scheduling, Seniority and leadership implementation guidelines prior to ratification of the Agreement. These guidelines shall be implemented within 6 months of the ratification date.
6. **Collaboration**: The Parties agree that the safe implementation of a principle of “Work to Competency” is important to ensure a safe and effective performance of work. To effectuate this implementation will be incorporated into the CBA
7. **Apprentice Program**: VW agrees to establish a UAW Skilled Trades apprentice program generally consistent with a traditional apprentice program. The program will have one curriculum of study per area of expertise. The apprentice programs will be open to internal employees with initial preference to Equipment Operators, selected through criteria developed by the STAC. VW will not hire externally into the apprentice program unless there are exigent circumstances or insufficient internal candidates to fill the program. Employees who have completed the VW apprenticeship program previously in place will receive credit toward JCARD status under the new apprentice program to the extent the training received from the prior program is applicable to the new one. The apprenticeship will be a four-year program which will be recognized by the UAW and the Department of Labor.
8. **Equipment Operators**: Equipment Operator (“EO”) will remain a separate job position within production and outside of Skilled Trades. The job duties and responsibilities for EOs will be standardized between the shops. VW and the Union will jointly establish: a joint cross-functional committee of relevant SME’s to determine the initial duty lists, and all training requirements which will be prioritized and implemented during the course of the agreement. They will review and approve new tasks to be considered on an ongoing basis.
9. **Ratification**: This Agreement and the CBA are subject to ratification by the bargaining unit membership as governed by the UAW Constitution, and are subject to the Union providing written notice of ratification to VW.
10. **Implementation**: The Parties agree to work together on preparing the Skilled Trades portion of the CBA for implementation, incorporating the tentative agreements reached to date along with the terms of this Agreement.

In witness whereof, the parties have caused their names to be subscribed by their duly authorized representatives the day and year written above.

VOLKSWAGEN GROUP OF AMERICA, INC.

**UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERIC**

SKT-04A Skilled Trades Shift Patterns

The parties recognize the benefits of having a varied shift pattern structure to accommodate the flexible scheduling and production demands needed to operate. These benefits include but are not limited to, greater job security, improved work-life balance, enhanced plant utilization, expanded production capability, improved asset utilization, increased profitability, and focused responsiveness to customer demand. The following traditional schedules have been agreed to by the parties as shift pattern options that may be utilized.

When considering one of the traditional work schedules contained in this agreement, local management will notify and discuss the business rationale for the change with the local Union leadership, and the UAW International Union. The practice of discussions with the affected Skilled Trades to gain consensus will continue. Following those discussions, the Company may, with a minimum of fourteen (14) days' notice, transition between the shift pattern options listed herein. Working on a Regular Day Off (RDO) for any of the schedules will be voluntary.

When considering work schedules not contained in this letter, Local parties may jointly develop unique alternative work schedules that are different in order to address unique operating issues. Local parties do not have the authority to negotiate compensation or pay rules. Prior to implementation of a unique alternative work schedule, approval in writing is required from the UAW International Union and Volkswagen.

The following are considered "hours worked":

- Regular working hours
- PTO (both planned, unplanned, or PTO hours covering any Leaves)
- Holidays (as observed by your assigned shift/team)
- Approved Paid Leaves (Bereavement, Jury Duty, New Parent)
- Required Training Hours
- Overtime (1.5/2.0)
- Military Leave
- Excuse Without Pay Due to No Work Available (i.e. No Pay, No Penalty)

Overtime Premiums

Hours worked and/or compensated in excess of the base schedule per week will be paid as follows:

- Time and one-half is paid for time worked over forty (40) hours per week
- Double time is paid for time worked over sixty (60) hours per week

Post ratification of the agreement, the joint parties will continue to explore options relative to double time pay premiums in relation to the alternative work schedules.

Holiday Pay

- If a Skilled Trades employee works on a Company approved holiday, then they will receive double time for the hours worked plus their normal holiday pay for the holiday worked.
- Double time paid for working on a holiday will not count towards any overtime to be paid if an employee works over 40 or 60 hours for that week.
- Skilled trades holidays are evaluated annually. Should there be less scheduled holidays than the number for the 5x8 schedules for the year, those Skilled Trades employees will receive additional PTO added to their balance.
- Holiday hours are midnight to midnight.

Bereavement Pay

In situations where bereavement pay is appropriate, the provisions of the agreement will be applicable. When a death occurs in an employee's immediate family, that employee, on request, will be eligible for one (1), three (3), or five (5) paid Bereavement Leave days, depending on the familial relationship. Bereavement Leave is paid only when the day is a scheduled workday. Bereavement Leave benefits will be paid at the employees' regular, straight time hours, based on the employee's assigned shift schedule, per benefit day. For more information on Bereavement Leave, please see applicable CBA language.

Jury Duty and Short-Term Military Leave

For more information on Jury Duty and Short-Term Military leave, please see applicable CBA language.

PTO & UPTO Allowance

PTO days will be paid based on the employee's regular schedule hours. For example, if the employee takes a week of PTO during a week in which they are assigned to work thirty-six (36) hours, 36 hours will be paid out in straight time. If the employee takes a week of PTO during a week in which they are assigned to work forty-eight (48) hours, forty (40) hours will be paid out in straight time and 8 hours will be considered overtime which is paid at time and a half.

1 Crew 1 Shift Weekend Schedule Working Every Other Monday 80 Hours

4-day Work Week=46 Hours

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	2	3	4	5	6	7
Crew 1 D 10 Hours	RDO 1	RDO 2	RDO 3	Crew 1 D 12 Hours	Crew 1 D 12 Hours	Crew 1 D 12 Hours
3-day Work Week=34 Hours						
8	9	10	11	12	13	14
RDO 1	RDO 2	RDO 3	RDO 4	Crew 1 D 10 Hour	Crew 1 D 12 Hours	Crew 1 D 12 Hours

Two Crew / 2 Shifts 8 Hours Fixed Days/Night

5 Days 40 Hours All Shifts 8 Hours

Monday 1	Tuesday 2	Wednesday 3	Thursday 4	Friday 5	Saturday 6	Sunday 7
CREW 1 D	CREW 1 D	CREW 1 D	CREW 1 D	CREW 1 D	RDO 1	RDO 2
CREW 2 N	CREW 2 N	CREW 2 N	CREW 2 N	RDO 1	RDO 2	CREW 2 N

Two Crews Two Shifts Fixed Days/Afternoons

5 Days 40 Hours All Shifts 8 Hours

Monday 1	Tuesday 2	Wednesday 3	Thursday 4	Friday 5	Saturday 6	Sunday 7

Crew 1 D	Crew 1 D	Crew 1 D	Crew 1 D	Crew 1 D	RDO 1	RDO 2
Crew 2 A	Crew 2 A	Crew 2 A	Crew 2 A	Crew 2 A	RDO 1	RDO 2

Two Shift/Four Crew-12 Hour Rotating Schedule

Model Repeats Every 4 Weeks / All shifts are 12 Hours

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	2	3	4	5	6	7
Crew 1 D	Crew 1 D	Crew 1 D	Crew 1 D	Crew 2 D	Crew 2 D	Crew 2 D
Crew 2 N	Crew 3 N	Crew 3 N	Crew 3 N	Crew 4 N	Crew 4 N	Crew 4 N
RDO 1 S RDO 1 W	RDO 1 R RDO 2 W	RDO 2 R RDO 3 W	RDO 3 R RDO 4 W	RDO 1 B RDO 2 S	RDO 2 B RDO 3 S	RDO 3 B RDO 4 S
8	9	10	11	12	13	14
Crew 3 D	Crew 3 D	Crew 3 D	Crew 3 D	Crew 1 N	Crew 1 N	Crew 1 N
Crew 4 N	Crew 2 N	Crew 2 N	Crew 2 N	Crew 4 N	Crew 4 N	Crew 4 N
RDO 1 B RDO 1 R	RDO 2 B RDO 1 W	RDO 3 B RDO 2 W	RDO 4 B RDO 3 W	RDO 1 S RDO 2 R	RDO 2 S RDO 3 R	RDO 3 S RDO 4 R
15	16	17	18	19	20	21
Crew 2 D	Crew 2 D	Crew 2 D	Crew 2 D	Crew 1 D	Crew 1 D	Crew 1 D
Crew 1 N	Crew 4 N	Crew 4 N	Crew 4 N	Crew 3 N	Crew 3 N	Crew 3 N
RDO 1 W RDO 1 S	RDO 1 B RDO 2 S	RDO 2 B RDO 3 S	RDO 3 B RDO 4 S	RDO 1 R RDO 2 W	RDO 2 R RDO 3 W	RDO 3 R RDO 4 W
22	23	24	25	26	27	28
Crew 4 D	Crew 4 D	Crew 4 D	Crew 4 D	Crew 3 D	Crew 3 D	Crew 3 D
Crew 3 N	Crew 1 N	Crew 1 N	Crew 1 N	Crew 2 N	Crew 2 N	Crew 2 N

RDO 1 R RDO 1 B	RDO 2 R RDO 1 S	RDO 3 R RDO 2 S	RDO 4 R RDO 3 S	RDO 1 W RDO 1 B	RDO 2 W RDO 2 B	RDO 3 W RDO 3 B
29	30	31				

Two Shift/Four Crew-12 Hour Fixed Schedule

Model Repeats every Two Weeks / All Shifts are 12 Hours

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
1	2	3	4	5	6	7
Crew 4 D	Crew 2 D	Crew 2 D	Crew 4 D	Crew 4 D	Crew 2 D	Crew 2 D
Crew 3 N	Crew 1 N	Crew 1 N	Crew 3 N	Crew 3 N	Crew 1 N	Crew 1 N
RDO 1 R RDO 1 B	RDO 1 W RDO 1 S	RDO 2 W RDO 2 S	RDO 2 R RDO 2 B	RDO 3 R RDO 3 B	RDO 3 W RDO 3 S	RDO 4 W RDO 4 S
8	9	10	11	12	13	14
Crew 2 D	Crew 4 D	Crew 4 D	Crew 2 D	Crew 2 D	Crew 4 D	Crew 4 D
Crew 1 N	Crew 3 N	Crew 3 N	Crew 1 N	Crew 1 N	Crew 3 N	Crew 3 N
RDO 1 W RDO 1 S	RDO 1 R RDO 1 B	RDO 2 R RDO 2 B	RDO 2 W RDO 2 S	RDO 3 W RDO 3 S	RDO 3 R RDO 3 B	RDO 4 R RDO 4 B

Overtime equalization tracking and charging:

Overtime:

In addition to the general applicable overtime language in the CBA, these provisions will apply to all Skilled Trades.

Overtime equalization concerns may be addressed through the grievance procedure when corrective measures (e.g. additional opportunities provided) fail to resolve the concern.

In instances where overtime opportunities are exhausted and additional manpower is still required from other shops, seniority will be utilized to offer skilled trades opportunities, low to high hours.

SKT-04A

Overtime Scheduling

Skilled Trades employees will not be called at home for the purpose of scheduling overtime except in case of emergency. The Union shall be notified of the emergency prior to the Company calling needed employees.

When an employee is on an excused contractual absence the day when management canvasses for overtime and the employee would be entitled to overtime hours, s/he will not be charged the hours otherwise offered.

Overtime Balancing

The intent of this provision is to offer all skilled trades employees equal opportunity for overtime. It is understood the Company will continue to canvass for overtime from lowest to highest in hours.

Equalization Groups

Overtime shall be equalized within the shift Occupational Groups/Areas of expertise by shop.

Post ratification, an initial (zero hour) overtime list will be created by shop using seniority as described in the agreement. Each January thereafter during this agreement, the parties agree to zero out all skilled trades Equalization lists (accumulated hours), while maintaining everyone’s ending list positions.

Skilled trades employees in the equalization group who are scheduled and then not needed to perform overtime work will be released from work on the basis of their respective hours, highest person first, next highest second, and so on, if no low hour volunteers are available.

Employees who are offered and accept overtime hours will be allowed to work the scheduled number of hours. If additional hours are required, they may be voluntarily accepted and charged accordingly.

No apprentice shall work overtime unless all journeypersons in their area of expertise have been given the opportunity of working within the shift/shop.

Upon the graduation of an apprentice, s/he will be equalized into the department of the Company's choice and will assume the high hours of the department plus one (1) during the first week of the assignment.

Once the department equalization list has been established, Skilled Trades employees will enter the list with the number of charged overtime hours as listed below:

<u>TYPE OF OCCURRENCE</u>	<u>PRIMARY EQUALIZATION GROUP</u>
Shift Preference	Average Hours
New Hire	Highest Hours plus one (1) hour
Transfers	Average Hours

Overtime Charging

1. Number of hours charged to an employee for overtime will be by hours of pay (e.g. one (1) hour of daily overtime at time and one half will equal 1.5 hours charged, one (1) hour of double time overtime will equal 2.0 hours charged.) or equivalent charge hours for alternate work schedules.
2. When overtime hours are available to an employee and accepted by the employee, and they fail to report for any reason, the hours will be charged unless the overtime is cancelled.
3. An employee that volunteers for overtime (E.G. an RDO day worked) Saturday, Sunday or holiday overtime, premium days, and fails to report for any reason shall be charged the amount of hours they normally would have been charged plus 1.
4. Overtime equalization sheets will be conveniently available in the Unit for everyone's review. It is the Company's responsibility to maintain these records for a period of at least 60 days unless a concern (grievance) is filed beforehand. In this case records must be kept until the settlement of the grievance is complete. Charged hours shall be deemed correct after thirty (30) days without being challenged.

Hourly Skilled Trades Overtime coordinators may be designated by the STAC. It is understood, they will perform their normal duties and this will be in addition to those duties.

SKT-019 Collaboration

The concept of collaboration amongst the Skilled Trades is crucial in leveraging their skills and experience. The principles of collaboration foster innovation, empowerment, competitiveness, flexibility, and personal growth for Skilled Trades. The high-risk nature of Skilled Trades work dictates that the health and safety of each Skilled Trades member must take precedence when considering Skilled Trades collaboration. Safe collaboration will guide the alignment of common skills training contained within the apprenticeship standards. The concepts of overlapping skills and working to the Skilled Trade employees' competencies will be the primary principles to guide collaboration. Skilled Trades employees across classifications can be assigned work that aligns with abilities and/or training, fostering a flexible and cooperative approach to improving operational efficiency while respecting trade expertise and ensuring employee safety. Incidental and generic capabilities common to all Skilled Trades will foster deeper collaboration as well, as long as the need to maintain health and safety does not preclude it. While it is often beneficial for an electrical and mechanical team member to collaborate and support each other for tasks such as troubleshooting, the competencies possessed by each shall always be considered when performing work together, coupled with the context of the work.

The Skilled Trades are often faced with novel, and complex tasks. It is expected that they will be encouraged, and positively reinforced to pause their efforts and seek assistance from their area SMEs (ex: Production Crew Lead, Skilled Trades Crew Lead, Safety Representative, Specialist, Technician, Team Leader or Supervisor) when situations arise that pose a risk that is unaccounted for. If an SME becomes aware of a serious potential risk in the completion of a task, such as damage to equipment or injury of an employee, the SME will step in to assist. Similarly, if a Team Member has indecision on the next steps of a task, they should come to their Supervisor with their concerns along with a plan to resolve the concern. The Supervisor will determine the best path forward to ensure a good result.

Any work assignments that are not routine in nature will be required to utilize a pre-task analysis approach, including a collaborative and plan-oriented execution of the work, and a detailed post task analysis to capture lessons learned and share experiences. Non-routine tasks will be brought to the Supervisor with the Supervisor determining if the Pre-Task process needs to be started. The pre-task analysis process will be jointly developed with the input of the Skilled Trades. The Skilled Trades will lead the process culminating in sharing of knowledge and experience about the best, and safest ways to perform the work. The Skilled Trades leadership will identify the pre-task planning material and facilitate ongoing improvements to the process with Skilled Trades input.

SKT-21 Skilled Trades Leads/Self Direction

The joint parties discussed the importance of supporting Skilled Trades Team Leaders. The skills and experience of the Skilled Trades Team Leaders and SMEs should be leveraged to help coordinate work, mentor Skilled Trades and those new to Skilled Trades by sharing knowledge and experience, and foster collaboration. Proper usage of Skilled Trades Team Leaders will help to build safer work tasks, and lead to equipment reliability excellence. To this end, Skilled Trades Team Leaders will continue to be utilized within the Skilled Trades groupings to enhance direction of the Skilled Trades and create cohesiveness across the classifications.

Skilled Trades Team Leader Roles and Responsibilities

Skilled Trades leaders will be responsible for both leading Skilled Trades employees and performing Skilled Trades work. Below is a non-exhaustive list of the roles and responsibilities of the Skilled Trades Team Leader position.

- Address day-to-day issues (outside of performance)_on the shop floor;
- Aid in overseeing and completing tasks and small-scale jobs in area;
- Help with coordinating downtime needs escalations, performing downtime reviews, and completing major breakdown report/documentation;
- Assist with resolving breakdowns and generating PMs and coordinate scheduled PM tasks and tracking system concerns in area;
- Support in area coordination of Skilled Trades involvement in equipment reviews and new process implementation;
- Collaborate with Management regarding spare and replacement part requirements and needs;
- Provide support in identifying training needs and apprentice coordination in their area;
- Facilitate communication among the Skilled Trades employees;
- Meet with the Maintenance Leadership to discuss and assist with throughput issues, improvement identifications, and process problem resolutions;
- Interface with the Skilled Trades Advisory Committee (STAC) and Joint Skilled Trades Safety Committee (JSTSC).

The Skilled Trades Team Leaders will not have responsibility for discipline, hiring, firing, overtime equalization corrective measures, or other similar matters, which will remain the direct responsibility of a management employee. Within 90 days of ratification of this Agreement, the Skilled Trades Advisory Committee will disseminate the new Skilled Trades Team Leader responsibilities to each Team Leader. Any subsequent changes to the roles and responsibilities will be facilitated by the STAC.

The Skilled Trades Team Leader position will follow the agreed upon Team Leader process outlined in the Continuous Improvement language titled Team Leader

SKT-21

Selection/Deselection Process in this Agreement. The rate of pay for Skilled Trades Team Leaders will be \$1.25 above the applicable Skilled Trades Team Member rate. Current Skilled Trades Team Leaders at the time of ratification of this Agreement will be grandfathered into their current role.

Skilled Trades Team Leaders are considered working leaders and as such can perform or assign any work as needed using available resources as appropriate. Concerns regarding conflicting duties will be mitigated by their supervisor with escalation to the joint Skilled Trades Leadership (STAC) if needed.

Skilled Trades Team Leaders will maintain their date of entry seniority and use that seniority for shift and area preferences. Skilled Trades Team Leaders desirous of moving areas will opt out of the leader position and use date of entry seniority to execute shift preference/transfer procedures.

Additional Skilled Trades Team Leader training will be jointly discussed by Skilled Trades leadership. Any requests for additional training will be sent to the STAC for approval.

Skilled Trades Team Leaders ratios of Leaders to Skilled Trades Team Members will be no more than 1/10 for each shop. Changes to the ratios can be adjusted based on area needs through the STAC. In the event that this ratio cannot be met due to extenuating circumstances (ex. Extended absences), the parties will discuss options to remedy.

ARTICLE 5 – RIGHT TO STRIKE

Section 5.1 It is the intent of the parties to this Agreement that they shall seek to reach peaceable settlements of all disputes that may arise between them through the grievance procedure outlined in this Agreement.

Section 5.2. During the life of this Agreement, the Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stand-up, stay-in, or slow-down or any curtailment of work or restriction of production or interference with production of the Company. The Union will also not cause nor permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Company's operations or picket any of the Company's plant or premises. Notwithstanding the foregoing, the Union shall have the right to strike in connection with grievances alleging violations of health and safety provisions which pose a threat of serious injury or death to bargaining unit members in accordance with the following procedure:

(1) Within thirty (30) days from the date of the written response submitted at the Third Stage of the Grievance Procedure that is not acceptable to the Union, the Union may notify the Company Labor Director, in writing, that it does not intend to arbitrate the grievance or grievances but that it has been authorized by a vote of its Local membership to strike concerning the grievances specified in the written notice.

(2) During at least the ten working (10) days following such notice, the Company shall review such grievance or grievances with the Union. The Union shall have the right to have their International Safety Committee members participate in such review, including the right to inspect the conditions which are the subject of grievance.

(3) Upon fulfillment of the notice requirement of (1) and the review requirement of (2) above and during the ninety (90) day period following receipt in accordance with (1) above, the Union shall have the right to strike upon five (5) days written notice to the Company that the International Union has authorized such strike.

Section 5.3. The Union will use its best efforts to prevent any violation of this Article. If a violation of this Article occurs, the Union will denounce the strike to all employees and will provide the Company with written notice that the strike is not authorized, is in violation of this Agreement, and is not to be honored. If the Union carries out its obligations under this Article, it shall have no financial liability for any such violation.

Section 5.4. The Company shall have the right to discipline employees for violation of this Article. Employees so disciplined shall have recourse to the grievance and arbitration procedure.

Section 5.5. If there is a violation of this Article, neither party shall be required to discuss any underlying dispute while such violation is occurring or before normal operations have been resumed.

COMPREHENSIVE PROPOSAL

This is a comprehensive settlement proposal for a Last, Best, and Final Offer, with each proposal contingent on the other. This incorporates all tentative agreements reached during bargaining and proposed agreements referenced herein, all of which are subject to corporate approval and ratification by the members of the bargaining unit.

TERM OF AGREEMENT

This Agreement shall be effective on the date of its ratification, and shall remain in full force and effect without change, addition, or amendment (unless mutually agreed to as provided for elsewhere in this Agreement) through **[4 YEARS FROM RATIFICATION DATE]**, and shall be renewed from year to year thereafter subject to reopening by either party upon **ninety (90)** days' written notice to the other party prior to **[4 YEARS FROM RATIFICATION DATE]**.

WAGES

1. **Wage Increases:** The hourly rates of pay shall be increased as follows and shown in **Appendix A** attached hereto:

General Wage Increases					
2024	2025	Year 1 2026	Year 2 2027	Year 3 2028	Year 4 2029
<i>Pre-certification</i>	<i>Upon Ratification</i>	<i>Ratification Date</i>	<i>Ratification Date</i>	<i>Ratification Date</i>	<i>Ratification Date</i>
11% Wage Increase	5% Wage Increase	3% Wage Increase	3% Wage Increase	3% Wage Increase	6% Wage Increase

2. **Ratification Bonus:** As tentatively agreed (attached as **Appendix B**), eligible employee shall receive a one-time \$4,000 payment, less applicable withholdings, upon ratification of this Agreement.
3. **Payroll:** Employees will continue to receive pay on a bi-weekly payroll cycle.
4. **COLA:** Employees will receive a Cost-of-Living Allowance ("COLA") capped at \$.45 cents each quarter which will not be compounded annually. COLA will be added to each employee's hourly wage rate and will be adjusted up or down as provided below.
 - a. **CPI-W South:** COLA will be determined by the changes in the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) current series for all items less medical care not seasonally adjusted, in the South region, as published by the Bureau of Labor Statistics (1982 – 1984 =100).
 - b. **Calculation:** There will be a one cent (\$0.01) adjustment in the cost-of-living allowance for each nine hundredths (0.090) change over and above the base prior quarter's index. The quarterly adjustments will be calculated by subtracting the prior quarter's

three (3) month average index from the current quarter's three (3) month average index, dividing the result by 0.090, then dividing that result by 100. The adjustments will then be reduced by \$.10. The \$.10 deduction will only apply if the quarterly difference is greater than \$.10 cents.

- c. **Cap Adjustment:** In the event that the combined quarterly COLA calculations exceed a \$1 in any calendar year, the parties will reopen bargaining on the limited issue to determine whether the \$.45 cap for the remainder of the contract should be adjusted, or whether alternative compensation formulas are appropriate or not.
5. **Bonuses:** Employees shall be eligible to receive two separate bonuses: an attendance bonus and profit sharing.
- a. **Attendance Bonus:** Employees will continue to receive the attendance bonus equal to eight percent (8%) of eligible earnings from paychecks received each quarter. The terms and conditions of the attendance bonus, including the eligibility requirements, will remain the same during the life of the contract.
- b. **Profit Sharing:** Profit sharing will be based on VW Passenger Car Brand Operating Return on Sales Before Special Items (published in VW AG Annual Report). The Company agrees to use a payout methodology based on hours worked, with a ceiling at 1850 hours, consistent with Detroit 3. The profit-sharing model will be as follows:

Operating Return on Sales Before Special Items	Profit Sharing
4% and <7%	\$1,000
7% and <8%	\$1,250
8%+	\$1,500

6. **401k:** The Company will continue to offer a 401k plan to eligible full-time employees in accordance with the terms and conditions of the Summary Plan Description. For ease of reference, the following memorializes and is a synopsis of these benefits.
- a. If an employee participates in the Plan and makes Before-Tax Contributions, then the Company will make a Matching Contribution into the employee's 401(k) account. Those Matching Contributions will equal:
- 100% of the first 3% of Base Salary that is contributed as a Before-Tax Contribution; and
 - 50% of the next 2% of Base Salary that is contributed as a Before-Tax Contribution.
- b. Matching Contributions are 100% vested when deposited, which means Matching Contributions are fully nonforfeitable at all times.
- c. The Company will also make Retirement Contributions on behalf of Eligible participants equal to 5% of Base Salary. Generally, Retirement Contributions will be 100% vested after Eligible participants complete three years of Continuous Service.

- d. The Plan also has other features such as catch-up contributions, loans, hardship withdrawals, etc. which are detailed in the Summary Plan Description.
- 7. **Retirement Incentive Program:** As proposed by the Company on July 23, 2025 (attached as **Appendix C**).
- 8. **Premiums:** The Company will continue to provide a \$1.25/hour premium for Team Leaders and Equipment Operators. The Company will also continue to provide a \$1.50/hour premium to hourly employees who work on shifts that are scheduled to begin between 12:01 pm – 3:59 am.
- 9. **Rates for Specialized Production Work:** The Company will continue to provide the same Specialized Production Work rates during the life of the contract.

PTO AND HOLIDAYS

- 1. **PTO:** As tentatively agreed on August 4, 2025 (attached as **Appendix D**), a new tier at 20 years of service has been created for additional PTO. For purposes of PTO approval rates, the parties will discuss PTO at weekly manpower meetings to evaluate PTO denials.
- 2. **Holidays:** Employees shall continue to receive holiday pay of eight, ten, or twelve hours of pay per day (dependent upon the employees' normally assigned shift schedule) at the employee's regular rate (including applicable premiums) for Company observed holidays, subject to the Company's historical eligibility requirements.
 - a. **Observed Holidays:** Company observed holidays whose dates of observance each year will be set by the Company are: New Years Day, Martin Luther King Jr. Day, Memorial Day, Juneteenth, July 4th, Labor Day, Thanksgiving, Day after Thanksgiving, and Winter Shutdown.
 - b. **Worked Holidays:** Hourly employees who work on a Company observed holiday that falls on the employee's assigned work schedule will be paid double their hourly rate in addition to the normal holiday pay and those who work on a Company observed holiday which is not their normally assigned work schedule will be paid according to the Company's normal overtime procedures.
 - c. **Floating Holidays:** In addition to the Company observed holidays, employees will receive two (2) paid personal floating holidays at the beginning of each year to be used throughout the calendar year.

BREAKS

- 1. **Rest Breaks:** The Company will continue to provide hourly employees with two paid 10-minute breaks during each standard shift of at least eight (8) hours.
- 2. **Meal Breaks:** The Company will continue to provide hourly employees with one unpaid 30-minute meal break during each shift of at least six (6) hours.

JOB SECURITY

1. **Temporary Layoff:** In addition to other terms, conditions, and benefits tentatively agreed to with the Union which have been incorporated in the Company's last proposal on September 12, 2025 (attached as **Appendix E**), employees on Temporary Layoff will receive 80% of their regular base hourly wage pursuant to the Volkswagen Group of America, Inc., Supplemental Unemployment Benefits Plan, offset by any State-provided unemployment insurance benefits for which the employee is eligible.
2. **Indefinite Layoff:** In addition to other terms, conditions, and benefits tentatively agreed to with the Union which has been incorporated in the Company's last proposal on September 12, 2025 (attached as **Appendix F**), employees on Indefinite Layoff will receive 50% of their regular base hourly wage for a maximum period of fifty-two (52) weeks, pursuant to the Volkswagen Group of America, Inc., Supplemental Unemployment Benefits Plan, offset by any State-provided unemployment insurance benefits for which the employee is eligible.

HEALTH AND WELFARE BENEFITS

In addition to the tentative agreements reached around STD/LTD, retirement, life insurance, dental and vision, and various other healthcare-related benefits (attached as **Appendix G**), VW agrees to the following additional improvements to healthcare:

1. **Premium Rates:** The Company will reduce health insurance rates and freeze those rates. For the life of the Agreement, rates shall be as follows:

Reduction in the In Network Deductible and Out of Pocket Maximum in the OAP/PPO Plan

	Individual/Family	Annual Savings
Current In Network Deductible	\$650 / \$1,300	
New In Network Deductible	\$450 / \$900	\$200/\$400
Current In Network Out of Pocket Maximum	\$3,200 / \$6,400	
New In Network Out of Pocket Maximum	\$2,400 / \$4,800	\$800/\$1,600
		*preventative care remains free
		*special Erlanger rates still apply (\$350/\$700 deductible, \$1,800/\$3,600 out of pocket maximum)
		*estimates based on 9% inflation

Premiums Reduced for All Plans

	New Bi-Weekly 2026 Employee Rates	Annual Savings From 2025 Premium Rates				Total
		2026	2027	2028	2029	
Choice Fund Premier						
Employee Only	\$26.94	\$223.58	\$306.74	\$397.38	\$496.18	\$1,423.88
Employee + Spouse	\$56.57	\$677.10	\$870.42	\$1,081.14	\$1,310.83	\$3,939.50
Employee + Child(ren)	\$51.19	\$433.18	\$591.94	\$764.99	\$953.61	\$2,743.72
Family	\$80.82	\$838.72	\$1,103.32	\$303.02	\$1,706.10	\$3,951.17
Choice Fund Preserve						
Employee Only	\$7.08	\$55.86	\$77.46	\$101.01	\$126.67	\$361.01
Employee + Spouse	\$14.87	\$117.32	\$162.68	\$212.12	\$266.01	\$758.12
Employee + Child(ren)	\$13.46	\$106.14	\$147.18	\$191.91	\$240.67	\$685.91
Family	\$21.25	\$167.59	\$232.39	\$303.02	\$380.01	\$1,083.02
OAP - PPO						
Employee Only	\$52.03	\$315.12	\$465.24	\$628.87	\$807.23	\$2,216.45
Employee + Spouse	\$109.27	\$662.95	\$978.31	\$1,322.05	\$1,696.73	\$4,660.04
Employee + Child(ren)	\$98.86	\$645.54	\$934.98	\$1,250.47	\$1,594.35	\$4,425.35
Family	\$156.10	\$981.37	\$1,434.97	\$1,929.40	\$2,468.32	\$6,814.06

2. **Reimbursement:** In accordance with the terms and conditions of the Garner Health Reimbursement Account, the Company will increase the reimbursement for any eligible health care expenses as follows:
 - Individuals: **\$1,800**
 - Families: **\$3,600**
3. **Provider/Carrier Changes:** As proposed by the Company on January 15, 2025 (attached as **Appendix H**).
4. **Healthcare Continuation on Indefinite Layoff:** As proposed by the Company on July 29, 2025 (attached as **Appendix I**), for up to 12 weeks, the Company shall provide employer subsidy COBRA-equivalent healthcare coverage, including medical, dental, and vision, for the employee and their eligible dependents if they were currently enrolled in the program(s).
5. **Continued Coverage During Any Disability, Including Dependents:** As proposed by the Company on December 9, 2024 (attached as **Appendix J**), the Union will be consulted on any changes.
6. **Prepaid Legal Services:** As proposed by the Company on November 19, 2024 (attached as **Appendix K**), prepaid legal services will continue to be offered during the life of the Agreement.
7. **Plan and Coverage Changes:** As proposed by the Company on July 23, 2025 (attached as **Appendix L**), the Company will continue to provide the same or similar benefits currently provided in the health, dental, vision and pharmacy plans administered by the Company's insurance providers.
8. **Life Insurance Continuation on Disability and Indefinite Layoff:** As proposed by the Company on December 9 and 13, 2024 (attached as **Appendix M**).
9. **Improve Long Term Disability:** As proposed by the Company on December 18, 2024 (attached as **Appendix N**), the wage replacement will remain the same during the life of the Agreement and pre-existing conditions will no longer lead to exclusions.

LEASE VEHICLES

1. **Commitment to Continue Program:** During the life of the Agreement, employees will continue to be afforded the opportunity to participate in the Employer's Leased Vehicle Program. Employees are allowed to lease VW or Audi brand vehicles at a number of vehicles and the prevailing interest rates, which will be decided by the Company in its sole discretion.
2. **Vehicle Maintenance:** Employees must have any vehicle being turned in ready for normal VWGoA inspection and all maintenances completed as required. Failure to have normal maintenance performed as outlined by the vehicle maintenance guide will forfeit employee/family member from continuing in lease car program.
3. **Program Terms:** Employees electing to participate in the lease program will be subject to each and every provision contained in the Employer's Lease Car policy which may be modified from time to time at the sole discretion of the Employer. Administration and enforcement of the Leased

Vehicle Program will not be subject to the grievance or arbitration procedure as set forth in this Agreement.

PLANT CLOSURES AND SALE OF OPERATIONS

1. **Commitment to Plant Operations:** The Parties agree that any decision to close, curtail, shut down, discontinue, transfer, sell, lease, or liquidate the plant or any of its operations is reserved exclusively for the management of the Company. However, the Company commits that it will not close, curtail, shut down, or liquidate the Chattanooga plant during the term of this Agreement, unless conditions beyond the control of the Company arise that make compliance with this commitment impractical. Such conditions include, but are not limited to: (1) a significant downturn in the economy that renders the plant unprofitable or unsustainable; (2) changes in technology that make the plant's production methods obsolete or uncompetitive; (3) market related volume decline that impacts the plant's viability; (4) disasters such as floods, earthquakes, or fires that damage or destroy the plant; or (5) severe economic hardship that would cause continuing operations to lead to significant financial losses for the Company.
2. **Commitment Not to Sell:** The Company commits that it will not sell, lease, transfer, or assign its operations at the Chattanooga plant without requiring a successor entity to recognize the Union and be bound by this Agreement unless the above stated conditions beyond the control of the Company are present.

ADDITIONAL ITEMS

1. **Shutdown:** As tentatively agreed on April 14, 2025 (attached as **Appendix O**), the Company will not require employees to use PTO during any summer shutdown.
2. **Right to Strike:** As proposed by the Company on October 15, 2024 (Attached as **Appendix P**).
3. **Skilled Trades:** The substantive and material terms for the open Skilled Trades demands are contained in the Company proposal on September 12, 2025 (Attached as **Appendix Q**).
4. **Global Works Council:** As proposed by the Company on July 29, 2025, the Company will provide written support to any request made by the Union for participation on the Works Council.
5. **Insourcing and Outsourcing:** As tentatively agreed on April 24, May 21, and May 28, 2025 (Attached as **Appendix R**).
6. **New Technology:** As tentatively agreed on May 28, 2025 (Attached as **Appendix S**).
7. **Management Rights:** As tentatively agreed on April 2, 2025 (Attached as **Appendix T**).
8. **Unfair Labor Practice Charges:** The UAW agrees to withdraw the Unfair Labor Practice Charge Case No. 10-CA-361873 filed on or around March 13, 2025.
9. **Drug Testing:** The Company withdraws the Tentative Agreement reached on April 3, 2025 (Attached as **Appendix U**) and agrees to only modify its current drug testing protocols by eliminating random drug testing.
10. **Childcare:** The Company withdraws the Tentative Agreement reached on November 22, 2024 regarding childcare (Attached as **Appendix V**).
11. **Implementation:** The parties agree to work together on preparing the collective bargaining agreement incorporating the tentative agreements reached to date along with the terms of this Offer.
12. **Rapid Resolution Bonus:** In the event that the Agreement is ratified by October 31, 2025, each employee eligible for the ratification bonus will also receive a one-time Rapid Resolution Bonus

payment of \$1,500. This Rapid Resolution Bonus Payment expires at midnight on November 1, 2025 and will not be paid out should ratification of this LBFO not occur by then.

Improve Long Term Disability

- Wage replacement remains 60% of Basic Monthly Earnings, not to exceed \$15,000
- Definition of “Material and Substantial Duties” shall be defined as responsibilities that are normally required to perform the covered person’s Own Occupation, or any other occupation, and cannot be reasonably eliminated or modified.
- Eliminate Pre-Existing Condition Exclusions.

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Life Insurance Continuation on Indefinite Layoff

- The Company will continue Basic Life and Accidental Death & Dismemberment Life Insurance for the duration of Severance due to Indefinite Layoff.
- The Team Member will be eligible to continue making payments to their optional life insurance policies through the portability and conversion features of the plan.

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Life Insurance Continuation on Disability

- The Company will continue Basic Life and Accidental Death & Dismemberment Life Insurance while on Short- and Long-Term Disability for up to 2 years
- The member will be eligible to continue making payments to their optional life insurance policies for a time equal to above at the same rate as similarly situated actively employed employees.

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Prepaid Legal Service

Volkswagen will continue the Prepaid Legal Service offered to Team Members.

~~The Prepaid Legal Service will be at no cost to Team Members.~~

Should additional services become available for inclusion in the plan, those additional services will be implemented as soon as possible, ~~at no cost to Team Members.~~

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Healthcare Continuation (COBRA Equivalent):

For up to 12 weeks, the Company shall provide employer subsidy COBRA-equivalent healthcare coverage, including medical, dental, and vision, for the employee and their eligible dependents if they were currently enrolled in the program(s).

HEALTHCARE (Provider/Carrier Changes)

The Union will be consulted on any change in healthcare, prescription drug, dental, disability, and life insurance provider change. The Company retains the right to make the final decision on any carrier changes.

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Healthcare/Disability, Retirement Income/Retirement Healthcare, Legal Services

**Continued coverage for all during any disability period including dependents
(includes dental and vision)**

The Company will continue to offer healthcare, dental and vision benefits for employees and their families for the period of any Disability. The Company will continue to pay its' portion of the costs of such benefits.

The period of any disability shall be defined as up to 2 years.

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Plan and Coverage Changes

With the exception of any modifications required by applicable state or federal law, or those required by the insurance providers, the Company will continue to provide the same or similar benefits currently provided in the health, dental, vision and pharmacy plans administered by the Company's insurance providers.

~~Except for any benefits that may be changed because of these negotiations, all benefits currently offered in the current health, dental and vision plan currently administered by Cigna will remain covered benefits unchanged for the duration of the Collective Bargaining Agreement. There will be no change in the current network of available medical providers.~~

~~There will be no change to the current prescription formulary, administration or network of the current prescription plan administered by Caremark, unless mutually agreed between the Union and the Company.~~

~~There will be no change to any benefit that is currently covered, unless mutually agreed between the Union and the Company. The selection of a new provider in relation to the above benefits will in no way reduce or eliminate the benefits or level of benefit coverage currently in place and any such change will only be made by mutual agreement between the Union and the Company.~~

Retirement Incentive Program

The Company and the Union agree that qualifying bargaining unit members, who apply to this retirement program will be offered a one-time, lumpsum retirement payment of \$50,000 upon ratification of the Agreement. Bargaining unit members must have 10 years of employment with the Company and be at least 55 years of age to qualify.

1. Eligibility Criteria

Upon ratification of this Agreement, the Company shall offer a one-time, voluntary retirement incentive of \$50,000 (fifty thousand dollars) to eligible employees who meet all of the following criteria:

- a. Are full-time active employees as of the date of ratification;
- b. Have attained a minimum of ten (10) years of credited service with the Company;
- c. Have reached the age of 55; and
- d. Voluntarily elect to separate from employment under this Retirement Incentive Program (which will include, but not be limited to, a requirement that the employee execute a written separation agreement and general release of claims, and any other usual and customary separation terms) within the designated application period.

2. Application Period and Acceptance

The application period for the Retirement Incentive Program shall begin within thirty (30) calendar days of the Agreement ratification date and remain open for thirty (30) days.

Acceptance into the program shall be at the discretion of the Company based on operational needs and seniority and shall not be unreasonably denied.

3. Payment Terms

The \$50,000 retirement incentive shall be paid in a lump sum within sixty (60) calendar days following the employee's separation date, subject to applicable taxes and withholdings.

4. Separation Date

The Company will find an acceptable separation date for the employee that does not interrupt production requirements. Due to this, the Company may ask the employee to delay separation no more than 60 days after notification.

5. Effect of Acceptance

Employees who accept this incentive will be deemed to have voluntarily resigned from employment and shall not be eligible for recall, rehire, or severance. They shall, however, retain any retiree benefits they are otherwise entitled to under Company policy or applicable benefit plans.

6. Non-Precedent

This Retirement Incentive Program is a one-time offering and shall not constitute a practice, precedent, or ongoing obligation by the Company in future agreements or negotiations and will not be offered again during the life of this Agreement, unless communicated in writing by the Company.

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JOB SECURITY: TEMPORARY LAYOFFS

(TA'd 12.19.24)

Section 1: Layoff/Reduction of Workforce

In the interest of providing for the security and stability of the Bargaining Unit Membership employed at VW Chattanooga, the Company and Union agree to the following language addressing the issues of layoffs and reductions of the workforce.

Section 2. Pre-Layoff Discussions

Prior to implementing any temporary or indefinite layoff, the Company shall meet with the Union **to discuss options** to minimize the impact of such action on affected employees, including, but not limited to, work schedule changes. These **discussions** Meetings will take place with as much notice as **practicable**, ~~possible, but no later than five (5) days~~ prior to the implementation of any layoff. The Company and the Union are committed to **exploring alternatives** ~~exhausting all possible avenues to preserve opportunities for work for bargaining unit employees (such as insourcing work currently performed by third party contractors, etc.)~~ prior to the implementation of any layoff.

(TA'd Language 12.19.24)

Section 3. Layoff Definitions

The following defined layoffs are distinct from Company- scheduled Shutdowns or Holiday periods, typically paid by the Company. The term "layoff" when used in this Agreement means a reduction in the working force, and includes the following definitions:

- a. Temporary Layoff ("Furlough"). A Temporary Layoff ("furlough") means a reduction in the working force for a defined period of time (begin and end date) for any reason not set forth in Subsection (C) below.
- b. Indefinite Layoff. An Indefinite Layoff means a reduction in the working force for an unknown or indefinite duration for any reason not set forth in Subsection (C) below.
- c. Temporary Adjustment. A Temporary Adjustment means a reduction in the working force necessitated by unplanned occurrences which require partial or full curtailment of operations, and over which Management has no control. Such occurrences are usually for a defined duration and are caused, for example, by parts or material shortages, machinery or equipment failures, temporary tooling or production difficulties, labor disputes, emergencies, or acts of God.
- d. Inverse Furlough. An Inverse Furlough means a voluntary furlough offer based on

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Section 6. Temporary Layoff (TLO) Benefits

1. Wage Protection:

Employees subject to a **Temporary** Layoff ~~as described in paragraph A,C,D of Section 2~~ shall receive 80% of their regular base hourly wage, ~~including COLA~~ pursuant to the Volkswagen Group of America, Inc., Supplemental Unemployment Benefits Plan, offset by any State-provided unemployment insurance benefits for which the employee is eligible. The Company shall supplement State benefits to ensure the combined total equals 80% of the employee's gross base wage excluding shift premiums.

2. Benefit Continuation:

During the period of Temporary Layoff, the Company shall continue to provide the employee's currently elected healthcare coverage (medical, dental, and/or vision) and other voluntary benefits for the employee and their eligible dependents, with no interruption in Company contributions, provided the employee was enrolled at the time of the layoff and they continue to pay their applicable share of premiums, if any.

Employees on Temporary Layoff shall also continue to be eligible to participate in the Company's Leased Vehicle Program (in effect at the time of the layoff), provided the employee continues to comply with all the requirements of the program, including making lease payments and performing normal maintenance as outlined by the vehicle maintenance guide. Temporary Layoff employees participating in the lease program will continue to be subject to each and every provision contained in the Corporate Vehicle Services policy and lease agreement, that is in effect at the time of the temporary layoff. ~~For those that utilize the Lease Program, an option to defer lease payments during the layoff until an employee returns to work as historically and traditionally has been done in the past will be offered.~~ **If two hundred and fifty (250) employees or less are placed on a Temporary Layoff, they will be given the opportunity to surrender their leased vehicles early with the surrender fees waived. However, if the employee chooses to surrender before the 12-month lease term, that driver will be removed from the program until the completion of the 12-month lease term.**

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PRODUCTION STANDARDS

Layoff/Reduction of Workforce

In the interest of providing for the security and stability of the Bargaining Unit Membership employed at VW Chattanooga, the Company and Union agree to the following language addressing the issues of layoffs and reductions of the workforce.

Section 1. Layoff Definitions. The following defined layoffs are distinct from Company-scheduled Shutdowns or Holiday periods, typically paid by the Company. The term "layoff" when used in this Agreement means a reduction in the working force, and includes the following definitions:

- A. Temporary Layoff ("Furlough"). A Temporary Layoff ("furlough") means a reduction in the working force for a defined period of time (begin and end date) for any reason not set forth in Subsection (C) below.
- B. Indefinite Layoff. An Indefinite Layoff means a reduction in the working force for an unknown or indefinite duration for any reason not set forth in Subsection (C) below.
- C. Temporary Adjustment. A Temporary Adjustment means a reduction in the working force necessitated by unplanned occurrences which require partial or full curtailment of operations and over which Management has no control. Such occurrences are usually for a defined duration and are caused, for example, by parts or material shortages, machinery or equipment failures, temporary tooling or production difficulties, labor disputes, emergencies, or acts of God.
- D. Inverse Furlough. An Inverse Furlough means a voluntary furlough offer based on highest to lowest seniority.

Section 2. Notice of Layoff. The Company will give to the Union Chairperson a five (5) days' notice of any layoff except:

- A. In the case of a temporary adjustment when the circumstances causing the reduction in force make it impracticable for Management to give such notice;
- B. When employees are displaced by employees returning to work from leaves of absence; or
- C. When employees are displaced by Skilled Trades employees or Team Leaders returning to production.

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PRODUCTION STANDARDS

Section 3. Layoff Procedure for Temporary Layoffs ("furlough"). When there is a Temporary Layoff, employees on each shift in each classification and in each department or such processes of departments performing substantially similar work will be laid off as follows:

- A. Temporary employees will be laid off first.
- B. Employees with seniority will be offered the option to be laid-off voluntarily in the inverse or descending order of their seniority with the most senior employee being offered layoff first. They will be advised of the expected duration of the layoff and their scheduled return date.
- C. If the expected duration of the Temporary Layoff is subsequently extended to a later but definite date, employees laid off pursuant to voluntarily accepting the layoff will be afforded the option of returning to work on the date originally scheduled or remaining on layoff for the duration of the defined extended period. An employee who elects to return on the originally scheduled date will displace the least senior employee on the shift in the classification/process in the department.
- D. If it becomes necessary to recall employees laid off under this provision prior to the date originally planned, such recall shall be offered based on highest to lowest seniority.
- E. If, after employees are temporarily laid off under this provision and it is determined in a department or processes of departments that the Temporary Layoff will be extended for an indefinite period of time, the work force in the department or processes of departments including those employees on Temporary Layoff will be adjusted within ten (10) working days in accordance with Layoff Procedure – Indefinite Layoffs (Section 4).

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Section 4. Layoff Procedure – Indefinite Layoffs. When there is an Indefinite Layoff, employees shall be laid off or displace other employees in the following manner:

- A. Temporary employees will be laid off first on a plant-wide basis.
- B. Employees with lesser seniority will be laid off in each process or, where applicable, department according to seniority.
- C. As soon as practicable, but no later than fourteen (14) days after such a layoff, employees laid off from a department or from a process shall displace employees in the plant with less seniority.
- D. Employees recalled from a layoff shall be recalled according to their seniority and shall report to work. If an employee is unable to report on the recall

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PRODUCTION STANDARDS

date, the employee must substantiate the reasons why they were unable to report. If the employee is not physically able to perform the recalled position (for example, not passing silo test) such employee shall stay on layoff until the next recall without loss of seniority.

E. Any employee laid off as part of an Indefinite Layoff will retain recall rights by seniority for up to two (2) years

F. Any Team Leader that is reduced out due to a layoff, in first instance, will replace lowest seniority in that department, but they must have higher seniority than the person they are replacing.

G. Any Equipment Operator that is reduced out due to a layoff, in first instance, will replace lowest seniority in that department, but they must have higher seniority than the person they are replacing.

Section 5. Work Opportunity for Laid-Off Employees. The Company agrees that in employing new people in any process, it will give work opportunity first to qualified laid off employees, and then to qualified employees of other departments of the plant. These opportunities could also be in the form of temporary positions as Temporary Employees as such are defined in section < > relating to the TPT Program. (TPT Program subject to main table approval).

Section 6. Skilled Trades Reduction in Workforce / Layoff and Recall. In addition to the above, the following applies to Skilled Trades. The following provisions will apply to Reductions in Workforce, Layoffs, and Recalls of Skilled Trades employees:

A. When a reduction in force/layoff occurs by classification, where apprentices are employed, the least senior apprentice(s) shall be laid off first using seniority. A tie will be broken by plant seniority (date of hire). Apprentices so laid off shall have the right to use their production seniority, if any, to displace the least senior employee in production by classification based on the date of original hire. No journeyman shall be laid off until all apprentices up to the ratio have first been laid off.

B. In a reduction in force/layoff affecting a Skilled Trades journeyman by classification, the least senior Skilled Trades journeyman(s) in that classification shall be laid off first using seniority (date-of-entry into the trades). Any Skilled Trades journeyman(s) so laid off whom at one time had production seniority, would go to work available first, then use their Company (plant) seniority to

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PRODUCTION STANDARDS

displace the least senior employee in production. Externally hired Skilled Trades will use date of hire/date of entry as production (plant) seniority date.

C. The Company will recall Skilled Trades journeyperson(s) to their classification in seniority order, beginning with the most senior first.

D. Recalled Skilled Trade journeyperson(s) and apprentice(s) will be assigned to Company designated openings within their classification subject to this Supplement concerning the filling of openings at the Company's discretion. The overall competency and skillset of the recalled employee will be considered when placing them and employee cannot be placed on a job unless the requisite skills are confirmed by the Company in its discretion. Where possible, or as soon as practicable, recalled Skilled Trades journeypersons will be placed in the position they vacated as a result of the layoff.

E. When recalling apprentices, it shall be in accordance with their date of entry into the Apprenticeship Program. Apprentices so recalled shall be reinstated in the Apprenticeship Program at the number of hours and school status achieved at the time of layoff. It is expected that courses in progress would be completed by the apprentices at no cost to them. It is noted that particular courses may need to be restarted for the apprentice.

Section 7. Procedures for Temporary Adjustments. For the first fourteen (14) days of a Temporary Adjustment as defined above, the Company shall have the discretion to adjust the workforce without regard to seniority. Thereafter, the Temporary Layoff Procedure, Section 3 above, shall be applied.

Section 8. HR Layoff Report.

An HR Layoff report of layoffs and recalls will be given to the Union Chairman upon request.

Section 9. Establishment of Designated Areas. The establishment of areas and classification are not yet agreed upon and will have to be discussed at the main table

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Section 7. Layoff Procedure - Indefinite Layoffs

When there is an Indefinite Layoff, employees shall be laid off or displace other employees in the following manner:

- A. Temporary employees will be laid off first on a plant-wide basis.
- B. Employees with lesser seniority will be laid off in each process or, where applicable, department according to seniority.
- C. As soon as practicable, but no later than fourteen (14) days after such a layoff, employees laid off from a department or from a process shall displace employees in the plant with less seniority.
- D. Employees recalled from a layoff shall be recalled according to their seniority and shall report to work. If an employee is unable to report on the recall date, the employee must substantiate the reasons why they were unable to report. If the employee is not physically able to perform the recalled position (for example, not passing silo test) such employee shall stay on layoff until the next recall without loss of seniority.
- E. Any employee laid off as part of an Indefinite Layoff will retain recall rights by seniority for up to two (2) years.
- F. Any Team Leader that is reduced out due to a layoff, in first instance, will replace lowest seniority in that department, but they must have higher seniority than the person they are replacing.
- G. Any Equipment Operator that is reduced out due to a layoff, in first instance, will replace lowest seniority in that department, but they must have higher seniority than the person they are replacing.

Section 8. Indefinite Layoff (ILO) Benefits

Prior to any Indefinite Layoff, the Company will offer a Volunteer Attrition program ~~after consultation with the Local Union as outlined in Section 2~~ in advance of any forced indefinite layoff. ~~If it is determined that there is still a need for indefinite reductions~~ **the total number of indefinite reductions is not met,** the provisions of the indefinite layoff language will apply. The Company is committed to having **discussions** ~~meetings~~ with the Union prior to offering a Volunteer Attrition program. ~~outlined in Section 3, pre-layoff discussions.~~

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PRODUCTION STANDARDS – JOB SECURITY (ILO)

classification based on the date of original hire. No journeyperson shall be laid off until all apprentices up to the ratio have first been laid off.

In a reduction in force/layoff affecting a Skilled Trades journeyperson by classification, the least senior Skilled Trades journeyperson(s) in that classification shall be laid off first using seniority (date-of-entry into the trades). Any Skilled Trades journeyperson(s) so laid off whom at one time had production seniority, would go to work available first, then use their Company (plant) seniority to displace the least senior employee in production. Externally hired Skilled Trades will use date of hire/date of entry as production (plant) seniority date.

The Company will recall Skilled Trades journeyperson(s) to their classification in seniority order, beginning with the most senior first.

Recalled Skilled Trade journeyperson(s) and apprentice(s) will be assigned to Company designated openings within their classification subject to this Supplement concerning the filling of openings at the Company's discretion. The overall competency and skillset of the recalled employee will be considered when placing them and employee cannot be placed on a job unless the requisite skills are confirmed by the Company in its discretion. Where possible, or as soon as practicable, recalled Skilled Trades journeypersons will be placed in the position they vacated as a result of the layoff.

When recalling apprentices, it shall be in accordance with their date of entry into the Apprenticeship Program. Apprentices so recalled shall be reinstated in the Apprenticeship Program at the number of hours and school status achieved at the time of layoff. It is expected that courses in progress would be completed by the apprentices at no cost to them. It is noted that particular courses may need to be restarted for the apprentice.

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Section 11. Procedures for Temporary Adjustments

For the first fourteen (14) days of a Temporary Adjustment as defined above, the Company shall have the discretion to adjust the workforce without regard to seniority. Thereafter, the Temporary Layoff Procedure, Section 3 above, shall be applied.

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required number is reached. The selection process shall not apply to low-seniority employees with specialized skills required for operations.

6. Indefinite Layoff: B in Section 2
7. During periods of indefinite layoff, employees will be released as their assigned work is completed, unless the date of ILO begins before this is possible. The Parties acknowledge that this process may affect the standard seniority order of employees placed on indefinite layoff and, in certain cases, may require critical training to maintain operational needs. Management agrees that the finalized list of employees impacted by the indefinite layoff will be confirmed and finalized thirty (30) days before the initial ILO. ~~The order of layoff and recall shall be governed by first, seniority of employment, and second, ability. In the event a critical role or position requires a member with a pending ILO date to train a replacement, it will be done within the thirty (30) day period. Any training requirements that would reasonably exceed thirty (30) days (but not more than ninety (90) days to accomplish, the Company shall consult with the Union before deviating from strict seniority. Should there be any dispute involving the application of this clause, it shall be subject to determination through the Grievance Procedure.~~

Section 15. Union Notification

The Company shall notify the Union in writing of any planned layoffs, identifying whether the layoff is Temporary or Indefinite, the anticipated number of affected employees, the departments impacted, and the projected duration. The Company agrees to meet with the Union ~~upon request~~ to discuss the impact and administration of these provisions and discuss options to minimize the impact to bargaining unit employees.

In the event of, and prior to, any layoff, the Company and the Union agree that both sides will collaborate on the creation of an information packet for bargaining unit employees that will clearly state the details of any such occurrence. It would include (but not be limited to): dates and duration (if applicable), resources and assistance available, expected responsibilities of employees (in particular how to keep contact and recall information updated), points of contact with the Company for additional questions or concerns, etc.

Section 9. Non-Duplication of Benefits

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ATTACHMENT

The process for TMs returning to work as a participant in the monitoring program is as follows:

At initial fit for duty,

- TM must provide proof of completion of IOP
- Intake form is completed
- Meet with provider
- Urine Drug Screen (UDS)
- QED

****for 30 days, TM comes to clinic on way into work to perform QED or UDS alternating days****

30 day Follow Up with OMC

- Meet with provider
- Urine Drug Screen

****from 30 day to 60-day mark, TM comes to clinic 2x per week to perform QED or UDS alternating days****

60 day Follow Up with OMC

- Meet with Provider
- Urine Drug Screen

****from 60 day to the end of Monitoring Program, TM comes to clinic upon request to perform QED or UDS no more than 6 times.****

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