MASTER AGREEMENT

between

Mack Trucks, Inc.

and the

**International Union,
United Automobile,
Aerospace and
Agricultural Implement
Workers of America
UAW and Its
Locals 171, 677, 1247, 2301, 2420**

<u>November 15, 2023 – October 1, 2028</u>

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MASTER AGREEMENT
MACK TRUCKS, INC.
AND THE
INTERNATIONAL UNION UNITED AUTOMOBILE
AEROSPACE AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA, UAW

This Master Agreement (hereinafter designated as the "AGREEMENT"), made this **15th** day of **November 2023** by and between MACK TRUCKS, INC., a Pennsylvania corporation, (hereinafter designated as "MANAGEMENT" or the "COMPANY") and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, UAW, on its own behalf and on behalf of its Locals Nos. 171, 677, 1247 and 2301 and 2420 (hereinafter designated collectively as the "UNION"), covering bargaining unit employees of the Company in facilities at Hagerstown, Maryland; Jacksonville, Florida; Allentown, Pennsylvania; Macungie, Pennsylvania; Middletown, Pennsylvania; and Baltimore, Maryland is for the purpose of memorializing the Agreement between the Parties (hereinbefore the Company and the Union).

WITNESSETH:

That the Parties hereto mutually agree as follows:

ARTICLE 1 - RECOGNITION

SECTION 1

The Company recognizes the Union as the exclusive collective bargaining agent for the employees of the Company in the bargaining units described in the Local Supplemental Agreements.

SECTION 2

The Company agrees to notify the Union as promptly as practicable of its intention to construct or acquire any new facility or any addition thereto.

SECTION 3 - MANAGEMENT RIGHTS

All management rights not expressly modified or relinquished by this Agreement are reserved to the Company. Such rights will not be exercised in a manner that conflicts with the express provisions of this Agreement. The exercise of such rights may be made the subject of a grievance under Article 5 of this Agreement.

ARTICLE 2 - UNION SHOP AND CHECK-OFF

SECTION 4

(a) All present employees covered by this Agreement who are members of the Union as of the date of the signing of this Agreement shall continue their membership in the Union as a condition of employment. All present employees covered by this Agreement who are not members of the Union as of the date of the signing of this Agreement shall, as a condition of employment, become members of the Union upon the thirtieth (30th) calendar day following the date of the signing of this Agreement. All employees hired on or after the date of the signing of this Agreement and covered by this Agreement shall, as a condition of employment become members of the Union upon the thirtieth (30th) calendar day following the date of their employment.

(b) All employees covered by this Agreement must become members of the Union and retain, as a condition of further employment, their membership in good standing in accordance with the Union's Constitution and By-laws for the duration of the contract, subject to the provisions of the National Labor Relations Act of 1947, as amended, or hereafter amended.

(c) The Company will not retain or re-employ in any job in the bargaining unit an employee who fails to comply with the provisions of this Section.

(d) If a dispute arises as to whether an employee has failed to maintain membership in good standing in the Union as required herein, such dispute may be submitted for determination by an arbitrator in accordance with the provisions of this contract. The decision of the arbitrator shall be final and binding upon the Parties.

(e) An employee shall not be required to become a member of or continue membership in the Union as a condition of employment, if employed in any state which prohibits, or otherwise makes unlawful, membership in a labor organization as a condition of employment.

SECTION 5

(a) For the duration of this Agreement and subject to the provisions of this Section, the Company agrees to deduct from the wages earned, any regular benefits paid under the Supplemental Unemployment Benefits Plan, or any back pay awards for time lost from work as a result of a disciplinary suspension or discharge and pay over to the Local Union, the Union membership dues of all employees within the bargaining unit who are members of the Union and who, in writing, authorize and request the Company to do so in accordance with the provisions of this Section. In addition, any Settlement Bonus or payments under the Profit Sharing Plan shall have Union dues deducted at the rate of 1.44% of the total amount of any such payment. "Union membership dues" as used herein, means the employee's periodic dues and initiation fees. Should the Local Union later certify to the Company that the amount due as periodic Union dues has been changed, the Company shall deduct and remit in accordance with such certification. The Local Union will keep the Company informed of the proper amounts to be deducted in each case, however, the frequency of such deduction shall be uniform throughout the Company. The Local Union shall give the Company at least two (2) weeks advance notice of any changes in the amounts to be deducted.

Employees who desire to authorize and request the Company to make such deductions and payments of their Union membership dues shall use the form attached hereto as Exhibit 1 and entitled "Authorization for Check-off of Dues". An alternative form of authorization for use with employees in units located in right-to-work states is attached as Exhibit 1-A.

Payroll deductions of the Union membership dues shall become effective in the calendar month during which the "Authorization for Check-off of Dues" form, properly filled out and signed by the employee, is submitted to the Company by the Local Union before the twentieth (20th) day of the month. If such forms are received on or after the twentieth (20th) day of the month, deductions shall become effective in the first payroll period of the subsequent month.

Payroll deductions of Union membership dues will be made from the last full workweek of the month and shall be taken from the first payday of the following month. Dues will also be deducted during the month from any regular Supplemental Unemployment Benefits payment. All such sums deducted by the Company shall be remitted to the Local Union Financial Secretary no later than the fifteenth (15th) day of the month. The Company will furnish to the Local Union the identity of employees for whom payroll or Supplemental Unemployment Benefits payment dues deductions are made. Such list will be furnished not later than the work day following pay day.

No payroll or Supplemental Unemployment Benefits deduction of Union membership dues shall be made from the earnings of any payroll period in which the employee's earnings after deducting taxes and other deductions required by law are insufficient to cover the full deduction for such payments. Amounts not deducted in any payroll period in a month due to lack of earnings or for any other reason will be deducted, to the extent earnings are available, in the last payroll period commencing in that month, but in no event will the deduction of membership dues be deferred beyond the calendar month in which such membership dues are initially owed.

Once each month, the Company will forward to the Local Union Financial Secretary a listing of employees' names and badge numbers indicating the reason for failure to include any sum or sums which would ordinarily have been checked-off from the wages or Supplemental Unemployment Benefits payment of the employees on the list under the provisions of this section.

(b) Any employee rehired after a loss of seniority status shall execute a new check-off authorization prior to any deductions of dues or initiation fees by the Company pursuant to this Article.

ARTICLE 3 - REPRESENTATION

The Local Supplemental Agreements shall control the format of Union representation at each facility, subject to this Section of the Agreement. However, this Section of the Agreement shall limit the type of work performed by the Union representation role, as follows:

Where applicable, facilities with Union Presidents and Chairs, will only pay such positions, per the terms of the relevant Local Supplemental Agreement. Union Presidents and Chairs at a local facility shall not be compensated for any Union work that is on behalf of another company or which is solely for the benefit of the Union.

Should there be any conflicting language between Local Supplemental Agreements, and this Section of the Master Agreement, this Section shall be followed and any conflicting language in a Local Supplemental Agreement shall be void.

ARTICLE 4 - NOTIFICATION

SECTION 6

The Union shall furnish the Company with a list of those employees elected to represent the Union as set forth in Article 3 of the respective Local Supplemental Agreements.

The Union will also furnish a list of the names of all officers of the Local Union referred to in Article 3 or Article 6 of the respective Local Supplemental Agreements.

SECTION 7

The Company shall furnish the International Union and the respective Local Unions with lists of the names of all employees in the respective bargaining units together with their last known mailing addresses as reflected in the Company's personnel records. Mailing lists will be provided in a reasonable timeframe upon request and it is understood that their use shall be restricted to appropriate Union purposes and the information shall not be disclosed to any third party.

ARTICLE 5 - GRIEVANCE PROCEDURE

A grievance is a specific request, protest or a complaint by an employee or the Union regarding disciplinary actions, the administration, interpretation, compliance or non-compliance of the contractual provisions of this collective bargaining agreement and other matters pertaining to conditions of employment. Should a grievance arise, the Union and the Company shall make an earnest effort to ascertain the facts and seek a fair and equitable resolution through the use of the following procedure.

The time limits specified throughout the grievance procedure may be extended by written mutual agreement. In cases of suspension or discharge the grievance filing and processing time limits for those cases are found in Article 19, Section 63 of the Master Agreement.

SECTION 8 **PRELIMINARY STEP**~~STEP ONE~~

Any employee or a designated member of a group of employees having a**n issue must** first discuss the **issue** with the appropriate supervisor within three (3) working days of becoming knowledgeable of the issue, who will attempt to adjust it **unless the employee(s) requests the involvement of the appropriate Union Official.**~~.~~.

SECTION 9 STEP **ONE**

If the grievance is not satisfactorily resolved after discussion, then it shall be reduced to **a** writ**ten grievance**, in a method determined by the Company, signed by the employee and/or the appropriate Local Union representative. Issues involving continued alleged contract violations, the Union need only file a single grievance to preserve its ongoing position. The Union will give written notice to Labor Relations of trailing occurrences. To be considered timely, a grievance must be **submitted** and filed with Management**, in a method determined by the Company,** within ten (10) working days of the occurrence of the facts giving rise to the grievance. For the purpose of defining "working days" within this article, working days shall be interpreted to mean the normal business days of Monday through Friday, excluding contractual holidays. Days and plant shutdown periods during which the employee is justifiably absent shall not be considered in computing the ten (10) day period. If the Union has been notified by the Company in accordance with Local practice of any layoff or recall, any grievance must be filed within the ten (10) day period.

The grievance shall be presented to the appropriate supervisor, with a copy to the local Human Resources/Labor Relations Department.

The supervisor shall respond in writing, within **ten (10)** working days after receipt of the grievance. **Failure by the Company to respond in the timeframe specified will result in the grievance automatically moving into Step Two.**

The Union representative shall accept or reject the supervisor's answer, in writing, within ten (10) working days of receipt. **Failure by the Union to respond in the timeframe specified will result in the grievance automatically moving to Step Two.**

Any Article, Section or Agreement relied upon in the grievance or grievance answer should be noted.

SECTION 10 STEP TWO

If the written response does not settle the grievance, then the Chairperson/President, and by mutual agreement the relevant Committee Person (which shall not be unreasonably withheld), shall meet with the designated Company representative(s) and endeavor to reach a satisfactory settlement, or the withdrawal of the grievance. The Parties will meet at a minimum monthly, at a mutually agreed upon time, to discuss any grievances that have reached Step 2~~.~~

Within ten (10) working days of the meeting the Company shall provide the Union with a written resolution to any grievances discussed at the meeting, and the Union shall have five (5) working days to respond in writing if it accepts or it rejects any of the written resolutions.

Failure by the Company to respond in the timeframe specified will result in the grievance automatically moving to the Review Step.

Failure by the Union to respond in the timeframe specified for Step 2 will result in the grievance automatically moving to the Review Step. However, if the Union misses the specified time frames for Step 1 and Step 2, then the grievance shall be withdrawn, with prejudice.

If the grievance is not satisfactorily resolved at this step, then the Local Union representatives may appeal the grievance in writing to the Review Step within thirty (30) working days from the date of receipt of the Company's written **Second** Step answer by forwarding the appeal to the Corporate Labor Relations Department.

~~SECTION 10~~SECTION 11 REVIEW STEP

(a) Any grievance properly appealed to the Review Step of the grievance procedure shall be reviewed by the Parties in accordance with the provisions of this Section.

(b) The Corporate Director of Employee and Labor Relations or designated representative, the designee of the Regional Director and/or the Mack Trucks Department Representative of the UAW will meet **in a predesignated, mutually agreed upon, bi-monthly (every other month) meeting schedule (for each facility)** to hear grievances placed in the Review Step. Attendees at such meeting shall be limited to two (2) additional representatives for each Party. **At least 30 days before the bi-monthly meeting the Union shall provide the Corporate Director of Employee and Labor Relations or designated representative a list of the grievances that are to be discussed at the meeting. The Corporate Director of Employee and Labor Relations shall respond confirming the list, or with any additional grievances that should be placed onto the list. Any grievances not on the list shall be held for the subsequent bi-monthly meeting.**

In the case of a grievance related to the termination of an employee, Corporate Director of Employee and Labor Relations or designated representative, the designee of the Regional Director and/or the Mack Trucks Department Representative of the UAW may meet within two (2) weeks after receipt of notice.

If the Company fails to reasonably meet within the required timeframes, unless there are unforeseen circumstances that require the delay of the Review Step or there is mutual agreement to extend the timeframes, the Union may elect to submit the grievance directly into the arbitration review process at their discretion. If the Union elects to file for arbitration, based on the Company's failure to meet, unless for the reasons outlined in this paragraph, the losing party of the arbitration, submitted pursuant to this paragraph, shall bear the cost of the arbitration.

~~(b)~~(c) The Company's Review Step Representative shall give a written answer to all grievances discussed at the Review Step, within thirty (30) working days of a Review Step meeting. The Union's Review Step Representative will set forth, in writing, the Union's response to the written disposition of all grievances, within thirty (30) working days of receipt.

~~(c)~~(d) Any dispute which is not settled by the foregoing grievance procedure, may be submitted to arbitration. Within thirty (30) days of rejecting the Review Step answer, the Union shall appeal the grievance to arbitration by giving written notice to the Corporate Director of Employee and Labor Relations. Any grievance which is not submitted to arbitration within this time period shall be considered settled on the basis of the last answer and not subject to further consideration.

~~(d)~~(e) The Review Step may be waived by mutual agreement of the responsible Review Step representatives designated above. The Parties may, by mutual agreement of the responsible Review Step representatives, submit an unresolved grievance to mediation in lieu of or in addition to the Review Step of the grievance procedure. The purpose of mediation is to provide guidance to the Parties in reaching an agreement to resolve a specific issue. The opinion of the mediator is not binding on the Parties nor may it be referenced in any arbitration nor may it be referenced in any adjudication. The Parties will select a mediator using the services of the Federal Mediation and Conciliation Service (FMCS). Following the mediation, both parties shall have thirty (30) calendar days to accept or reject the mediation recommendation. If the parties do not settle the grievance within thirty (30) working days of the mediation, the Union may appeal the grievance to arbitration as defined in Article 5, Section 12(a). The Company and the Union shall bear equally the costs, fees and expenses incidental to proceedings before the mediator.

~~(e)~~(f) Expedited Arbitration

The parties, in efforts to bring about quick resolution of workplace disputes or reduce costs of formal arbitrations, may elect to utilize expedited arbitration of grievances in lieu of the review step. Expedited arbitrations shall be limited to cases of discharge or disciplinary lay-off of five (5) or more days or grievances dealing with alleged contractual violations of the respective Supplemental Agreement. The Union shall notify the Company within thirty (30) working days from the date of receipt of the Company's written **Second** Step answers of its desire to waive the review step and move the grievance to expedited arbitration. The decision to proceed to expedited arbitration in lieu of the normal grievance procedure is subject to the review and agreement of the appropriate UAW International or Regional Representative and the respective Company review step representative. Such agreement shall not be unreasonably withheld. The Union shall contact **FMCS** within 15 working days of receipt of written approval for the request for expedited arbitration.

(1) The parties shall designate an arbitrator under the rules of expedited arbitration of the **FMCS**.

(2) The hearing shall be conducted in accordance with the following:

a) The Rules and Procedure for Expedited Arbitration of the **FMCS** shall apply.
b) **FMCS** shall appoint a neutral arbitrator.
c) The parties shall discuss and confirm dates for the expedited arbitration.
d) Each case shall be presented by the appropriate local representative, which may include the third-step grievance representative.
e) The hearing shall be informal. No briefs or transcripts are to be made.
f) The arbitrator shall issue a decision no later than seven (7) days after the conclusion of the hearing excluding Saturdays, Sundays and holidays. The arbitrator's decision shall be based on the records and testimony presented during the hearing and shall include a brief written explanation for the basis of his conclusion. These decisions shall not be cited as precedent in any grievance or arbitration procedure.
g) The decision rendered by the arbitrator will be binding upon the parties.
h) The costs shall be shared equally by the parties.

~~SECTION 11~~SECTION 12 ARBITRATION

(a) The Parties **may** designate a permanent arbitrator to serve for a period of one year. A permanent arbitrator may be terminated by mutual agreement at any time and a new permanent arbitrator selected. The one year term may be renewed for subsequent one year terms on an annual basis.

(1) In the event the Union desires to take an unresolved grievance to arbitration, it must make application to the permanent arbitrator**, if there is one in place**, within three (3) months of the date that the Union notified the Company in writing of its intent to appeal the grievance to arbitration. The arbitration shall be held within twelve (12) months of the date the Union notified the Company of its intent to appeal to arbitration or such grievances shall be considered withdrawn and resolved without prejudice or precedent. These dates may be extended by mutual agreement.

(b) During any period when the permanent arbitrator is unavailable or when mutual agreement has not been reached on a permanent arbitrator, arbitration cases shall be heard by temporary arbitrators selected in accordance with the following procedure.

(1) **FMCS** shall provide, upon receipt of the Union's written Notice of Request for Arbitration**, a panel of Labor Arbitrators, in accordance with the Rules and Regulations of the FMCS.** The Union shall make such request consistent with the time elements defined in Article 5, Section 12(a).

(2) **Within ten (10) business days of receiving the panel, the parties shall meet (telephonically or in person) to alternately strike names from the panel until one name remains. Either party shall have the right to reject a panel and to request a second panel. The FMCS rules shall apply. However, if the parties mutually agree upon an individual arbitration for a matter, then that arbitrator shall be used and the parties will not use a panel to select an arbitrator.**

(c) Neither Party shall be called upon to submit to arbitration unless the foregoing procedure for the appointment of an arbitrator has been followed.

(d) The arbitrator is not empowered to hear any grievance which has not been the subject of written notice as provided above unless both parties agree to the submission of such grievance.

(e) The power of the arbitrator stems from this Agreement, and the arbitrator's function is to interpret and apply this Agreement and any other agreement which the parties may enter into supplemental thereto. The arbitrator shall have no power to add to, or subtract from or modify, any of the terms of this Agreement or any of the terms of any agreement which may be supplemental thereto, except as such power may be conferred upon the arbitrator by any of the provisions of this agreement.

The decision of the arbitrator shall be final and binding upon the Company, the Union and the employees.

(f) The Company and the Union shall bear equally the cost, fees and expenses incidental to proceedings before the arbitrator.

(g) Except in grievances being discussed during Expedited Arbitration, the procedure for hearing disputes referred to the arbitrator shall be left to the discretion of the arbitrator after consultation with the Parties.

(h) In discipline and discharge cases, the Parties explicitly authorize the arbitrator to consider the statutory discrimination issues that are, or could be, the subject of an unfair labor practice charge under the National Labor Relations Act. The arbitrator is directed by the Parties to identify each statutory issue and explain why the facts presented either do or do not support the unfair labor practice allegation.

~~SECTION 12~~SECTION 13

(a) The Company shall pay the President of the Local Union or the Vice President in the absence of the President for time spent in attendance at meetings with Company representatives (excluding meetings with supervisors) or arbitration proceedings. Such payment shall be at the regular paid rate.

(b) The Company shall pay an employee on the active payroll for time required to testify at arbitration proceedings. Such employees shall be paid their regular paid rate.

~~SECTION 13~~SECTION 14

The foregoing provisions shall not deprive any employee or employees of the employee's rights under Section 9 (a) of the National Labor Relations Act.

~~SECTION 14~~SECTION 15

The Parties will continue to meet from time to time to discuss matters of mutual interest.

~~SECTION 15~~SECTION 16

The Company will make every effort to pay settlements for settled grievances when all information has been properly verified, not later than the second pay period following receipt of the information. A copy of the letter authorizing payment will be given to the Local Union.

ARTICLE 6 - SENIORITY

~~SECTION 16~~SECTION 17

(a) The first ninety (90) work days of continuous employment shall be a probationary period during which time an employee may be terminated without recourse. There shall be no obligation on the part of the Company to recall a probationary employee laid off because of a reduction in force. The seniority of employees retained by the Company beyond the probationary period shall date from the date of hire. If a probationary employee is not making satisfactory progress during his probationary period and faces the risk of release, the appropriate Local Union representative will be notified by the Company so that he may provide to the probationary employee whatever counseling may be necessary or appropriate. In the event a probationary employee is released, prior to obtaining seniority, the Company shall promptly notify the appropriate Local Union representative.

(b) Days on which an employee is absent shall not be counted in accumulating the ninety (90) work days referred to above. However, when an employee has completed ninety (90) work days, the seniority date shall be the employee's date of hire. An employee's ninety (90) work days must be accumulated within a period of one (1) year following the date of hire.

(c) If an employee is terminated due to a reduction in force during the probationary period and is subsequently rehired by the Company within a one (1) year period following the original date of hire, such employee may acquire seniority by working a number of days which, when added to the number of days worked in such employee's prior period of employment, will equal ninety (90). In such case, the employee's seniority date shall be established by counting back ninety (90) work days beginning with the day on which such employee completed ninety (90) days of work.

(d) The seniority order of employees hired after the effective date of this Agreement who commence work on the same date shall be determined by using the last four digits of each employee's social security number (i.e., the employee with the lower number shall be deemed to have the greater seniority). When the last four digits are identical to another employee hired on the same day, the fifth digit from the right shall be used and progress right to left until the most senior is determined.

(e) In the event of a transfer of employees with the same seniority date from one facility of the Company to another, the relative order of seniority established at the facility from which they transferred shall be preserved. Employees who are already at the facility to which such jobs are transferred who have the same seniority as the transferred employees, shall be deemed to have the greater seniority. Employees who transfer in from different facilities, at the same time, with the same seniority date, shall have their relative seniority order established in accordance with paragraph (d) above. Employees who transfer from other Company facilities on the same date shall have greater seniority than new hires, if their respective date of transfer and date of hire are the same.

(f) Seniority shall continue to accumulate during periods of layoff up to the maximum period of layoff provided in Section 18 below.

(g) For the purposes of layoff, recall or the filling of vacancies, a new employee must complete ninety (90) work days of active employment in any one year, even though not consecutive.

(h) An employee who has accumulated less than ninety (90) work days in one year, shall be deemed to possess no seniority rights for any purpose. If such employee is rehired or retained in the Company's employ after such year, the employee shall be required to accumulate active employment without reference to the prior employment, in order to attain seniority status. A new year for the purposes of acquiring complete seniority under this Section, shall commence with the date of rehire.

~~SECTION 17~~SECTION 18 LOSS OF SENIORITY

Seniority shall be lost for any of the following reasons:

(a) Voluntary resignation.

(b) Discharge for just cause.

(c) If an employee has been laid off or notified not to report to work on a particular day and fails to return to work within five (5) working days after proper notification has been delivered to the employee, unless a reasonable excuse can be furnished. Notification shall be in writing delivered to the employee in person or sent to the employee by registered mail, return receipt requested or by certified mail. The Company shall be entitled to rely upon the address shown in the records of its personnel office. If an employee is unavailable for such delivery at such address, such employee shall notify the Company in writing of the reason for such unavailability and notify the Company of the date on which the employee will be available for such delivery. Proper reason for non-availability shall constitute a reasonable excuse for failure to report. The Company will acknowledge in writing to the employee receipt of such information.

(d) If the employee is absent for five (5) consecutive working days without satisfactory cause.

(e) If, having satisfactory cause, the employee is absent for five (5) consecutive working days without giving notice to the Company's personnel office of the reason for such absence. No employee shall lose seniority for failure to give such notice if the employee submits a reasonable excuse for such failure. The employee shall receive written acknowledgment of the notice required by this Section.

(f) Retirement in accordance with the Pension Agreement, except for employees receiving permanent and total disability benefits.

(1) Acceptance of severance payments under the Supplemental Unemployment Benefits Plan and Severance Pay Plan.

(g) In the case of an employee with seniority who has been employed six (6) months or less if the employee has been laid off twelve (12) consecutive months.

(h) In the case of an employee who has been employed more than six (6) months but not more than two (2) years if the employee has been laid off for twenty-four (24) consecutive months.

(i) In the case of an employee who has been employed more than two (2) years if the employee has been laid off for a period equal to such employee's seniority upon the date of such layoff.

(j) The acceptance and placement of an employee into a supervisory or non-bargaining unit position at a facility covered by the Master Agreement.

(k) Upon the conclusion of their accumulation of seniority period as specified in Article 10, Section 23, paragraph (b), sub-paragraphs (1), (2), or (3), employees who are continuously absent thereafter due to a non-work related or work-related injury or illness and who fails to demonstrate their current medical and work status in writing to their facility's Labor Relations Office on an annual basis during the calendar month in which they first became absent, shall lose their seniority.

The company will provide the employee a letter notifying them of their obligation to annually report their non-work related or work-related injury or illness when the employee begins LTD. In order to maintain the employee-employer relationship the company will notify the employee and the local union in writing prior to the loss of their seniority. It is the responsibility of the employee to maintain accurate and updated information in the respective employer's personnel file. This includes, but is not limited to, name, address, phone numbers, etc.

~~SECTION 18~~SECTION 19

Notice of loss of seniority will be given to the Local Union and to the employee involved at the employee's last known address, in writing, immediately upon an entry to that effect being made in the personnel records of the Company. The notice to the Local Union will include the employee's telephone number unless designated as an unlisted number, badge number, certified mail number and last address of record.

~~SECTION 19~~SECTION 20

Seniority lists shall be prepared and furnished to each member of the Local Union Committee and four (4) additional copies to the Local Union who shall make them available for the inspection of employees and other Local Union Officials. Seniority lists shall be revised quarterly by the Company and shall be so arranged that the employee with the highest seniority shall be first on the list and the employee with the lowest seniority shall be the last. The Local Union will receive quarterly a seniority list showing employees laid off. In the event of special elections, the Company will provide a seniority list for the use of the election committee when sufficient advance notice is received from the Local Union.

~~SECTION 20~~SECTION 21 MASTER RECALL LIST

A Master Recall List will be maintained to provide employment opportunities for eligible employees from any of the bargaining units covered by the respective Local Supplemental Agreements who are on involuntary layoff for any reason, and for eligible employees affected by a facility closing or partial closing.

(a) Eligibility for Inclusion on the Master Recall List:

(1) Employees having established seniority (as defined in this Article) who have been laid off involuntarily for six (6) consecutive months from a bargaining unit covered by the respective Local Supplemental Agreements. Laid-off employees are eligible for immediate placement on the Master Recall List for other bargaining units within their home work site.

(2) Employees having established seniority and who are placed on layoff due to a facility closing after the effective date of this Agreement.

(3) Employees having established seniority and who are placed on layoff as a direct result of a partial facility closing (excluding layoff in lieu of transfer) after the effective date of this Agreement. A partial facility closing is defined as, the

elimination of work as a direct result of a single event of the sale, transfer, or permanent discontinuance of a product line or business segment which will cause a permanent reduction in force of the lesser of twenty percent (20%) or one hundred and fifty (150) employees in the bargaining unit then on the active payroll, or an aggregate reduction of 30 percent or more from the active bargaining unit payroll as of the effective date of this Agreement resulting from a series of events as described above.

(b) Each eligible employee at the time of their joint layoff processing meeting will be required to indicate his desire, in writing, on forms provided by the Company to be included on the Master Recall List. Such employee's failure to indicate his participation on the Master Recall List at such time will result in the retention of his recall rights to only the facility and Unit from which he was laid off.

(c) Placement of employees from the Master Recall List will be accomplished in the following manner:

(1) When an employee becomes eligible to be placed on the Master Recall List, the employee will be given a skills inventory form to be filled out by the employee to identify their qualifications in order to be considered for placement:

(i) An employee who designates "at any locations" on the Master Recall List will be requested in line of seniority to report to the first open job that meets his qualifications. Failure to accept that job removes such employee from the entire Master Recall List.

(ii) An employee who elects to be on the Master Recall List will have the option to sign up for up to three specific existing locations other than his home facility. If an employee is offered a transfer to one of the three selected and existing locations and refuses the transfer, such employee will be removed from the Master Recall List for that specific location. Such employee will remain on the list for the two remaining and existing locations. (e.g., the employee cannot select a facility that no longer exists, such as Atlanta PDC).

(iii) Employees, if desired, will have the responsibility to change their designated locations in writing every year during the month of October to be effective November 1st. Employees wishing to change their location selections can only change the number of locations which are currently on file. Example: Baltimore Warehouse, Hagerstown Shop and Jacksonville PDC were selected and on file in the prior year. The employee in March refused Jacksonville PDC. The employee during the next October re-selection month can pick only one or two different locations. No employee may be permitted to re-select a location to which he had previously refused a job offer.

(iv) An employee will have five (5) days after notification of a job opening to accept or reject the offer. Notification is defined as a phone call/phone message and a letter's postmarked date. In the absence of an acceptance or rejection from the employee within the five (5) days after notification, the employee shall be deemed to have rejected the job offer. When an employee accepts a transfer he or she will have up to ten (10) days to report to the facility in the case of an employee whose residence is less than 65 miles from the recalled facility, or will have up to twelve (12) days to report if the employee's residence is 65 miles or more from the recalled facility. In either case, such reporting date may be adjusted by mutual agreement of the Company and the employee due to unusual personal circumstances but in no event later than fifteen (15) days from the acceptance date. An employee who accepts the job opening but who fails to report to the new facility within the prescribed reporting period shall incur a break in seniority pursuant to Article 6, Section 18 (c) unless the employee is held at a facility as described in section (f), (2) below or is unable to report due to an Act of God, personal medical emergency or other condition beyond the control of the employee.

(v)

(a) If more than one employee from the same facility transfers to the same new facility with the same hire date, the natural order of seniority from their home facility will stay intact, according to Article 6.

(b) If more than one employee from different locations transfers to the same facility with the same hire date, the order of seniority will be determined by Article 6 of the Master Agreement.

(c) When an employee transfers into a facility with the same hire date as an employee that is already at the facility, employees from the home facility shall have the greater seniority, according to Article 6.

(2) The determination of qualifications in (1) (i) and (1) (ii) above shall include consideration of all prior work experience, demonstrated skill, ability, and other normal hiring standards. Employees applying for a position in another location must meet the criteria set forth at that specific location. Pre-employment tests shall not be required.

(3) The most senior qualified employee on the Master Recall List will be offered placement on an open job at a Company operation after all qualified employees at that operation have been recalled from layoff.

(4) Once an employee who is on the Master Recall List, as a result of a facility or Partial Facility Closing, has been placed at a Company operation on an open job, the employee will carry his/her previous bargaining unit seniority to the new bargaining unit. The employee's recall and seniority rights at the home operation will be terminated.

(5) Once an employee who is on the Master Recall List as a result of being eligible by the terms of (a) (1) above, has been placed at a Company operation on an open job,

the employee will take day one seniority in the new bargaining unit and will retain recall rights to his/her prior bargaining unit. However, the employee may elect in writing to waive recall rights and to relinquish their seniority in their former unit at any time following his Master Recall List placement. In such case the employee will have his seniority established in the new unit. Such employee's former unit seniority will be applied at the new unit for the purposes of vacation entitlement and all applicable Master Agreement entitlements.

(6) An employee who is on the Master Recall List as a result of a facility or Partial Facility Closing and who has been transferred to a new unit based on the procedures in (c) (4) above will be eligible for relocation allowance in Appendix D.

(d) Employees will be removed from the Master Recall List as follows:

(1) When an employee receives a job placement at a UAW operation as a result of the above procedures or is recalled to his/her home bargaining unit.

(2) If an employee refuses a job offer that resulted from the implementation of the procedures in the Master Recall List, the employee will retain his seniority rights in the bargaining unit from which he was placed on layoff status.

(3) If an employee accepts a job offer that resulted from the implementation of the procedures in the Master Recall List and does not report to the facility on the date agreed upon between the employee and the Company (exceptions will be made for situations beyond the control of the employee).

(e) The Company may utilize qualified employees from the Master Recall list to fill temporary vacancies of two (2) to twenty-six (26) weeks continuous duration following notification and discussion with the Local Union. Such temporary employment will be subject to the following:

(1) An offer to fill a temporary position will be made to qualified employees.

(2) An employee accepting a temporary position will retain his/her position on the Master Recall List and all recall rights to their home facility and will maintain eligibility for permanent positions through Master Recall while filling the temporary position.

(3) A qualified employee who is notified of a temporary job opening shall have two (2) business days thereafter to accept or reject the offer. The employee accepting the offer shall have five (5) working days to report to the new facility. An employee who rejects the offer shall remain on the Master Recall List. An employee who accepts a temporary job and who fails to report for such work on the date agreed upon will be removed from the Master Recall List unless the failure to report was due to conditions or circumstances beyond the control of the employee.

(4) A temporary employee shall not have any rights to exercise his/her seniority in the bargaining unit at the temporary location. Such employee shall not be permitted to

bid, bump or otherwise transfer to another job or shift within the bargaining unit. The temporary employee must remain in the position in which he was placed until released or at the conclusion of six (6) months, whichever occurs first. Should the temporary vacancy exceed six (6) months, the Company may retain the temporary employee for an additional period as mutually agreed upon. A temporary employee who is laid off will be entitled to the benefits provided to laid off employees under the applicable Appendices of the Master Agreement.

(5) A temporary employee shall be paid the wage of the temporary job at the wage progression level the employee had attained at the time of his/her layoff from their last facility. Such temporary employee will be entitled to all of the benefits, terms and conditions of the Mack Master Agreement except for those excluded in this temporary employment section.

(6) In the event that the temporary employee fails to meet an acceptable level of work performance such employee may be released and laid off from the temporary assignment.

(7) A temporary employee can schedule and observe earned vacation or other leaves of absences in accordance with the Unit's Local Supplemental Agreement, subject to the Company's staffing requirements and other departmental absences. Should the temporary employee's vacation or leave request create a department hardship, the Company may release the employee from his assignment.

(8) Temporary employees shall not be entitled to a relocation allowance under Appendix D.

(9) The provisions of Article 6, Section 21 (f), (1) and (2) shall be applicable to this Section 21 (e).

(f) General

(1) The Company will not entertain any grievances on back-pay liability as a result of the implementation of the provisions of the Master Recall List. If an employee identifies an error in placement, the Company will correct it in the next available job opening to be filled through the Master Recall List.

(2) Recognizing the potential delay inherent in the transfer and relocation of employees between operations, and the critical time requirements of production schedule increases, the Company retains the right to hold, for a period up to thirty-five (35) calendar days, an employee who is working at a facility due to an assignment resulting from this Section 21 and who is recalled to his home facility. Such holding period shall commence from the date recalled to the home facility. The Company may temporarily fill job openings at the receiving and/or departing UAW location created by the recall by temporarily recalling MRL employees or assigning employees currently employed at the receiving and/or departing location. This temporary assignment of such employees will be made without regard to the provisions of the Local Supplemental Agreement on Seniority. In no case will a

grievance be entertained by the Company as a result of this temporary assignment. The appropriate wage payment provisions in the relevant Local Supplemental Agreement will apply to such temporary assignments.

(3) The Company will provide an electronic copy of the current Master Recall List to the UAW – Mack Trucks Department and to the Chairman and President of the respective bargaining units covered under the Local Supplemental Agreements on a monthly basis.

~~SECTION 21~~SECTION 22

Additional provisions regarding Seniority may be found in the respective Local Supplemental Agreements.

ARTICLE 7 - LAYOFF AND RECALL

The total duration of an employee's voluntary layoff during one layoff event shall not exceed the duration of their weekly SUB benefit entitlement as defined in Appendix C, Article III (a) of the Master Agreement. A layoff event is defined as the period of time between the first layoff of an employee during a reduction in force and the recall of the last employee from such reduction.

Additional Layoff and Recall provisions are contained in the respective Local Supplemental Agreements.

ARTICLE 8 - POSTING NEW JOBS OR VACANCIES

Job placement provisions are contained in the respective Local Supplemental Agreements.

ARTICLE 9 - TRANSFER OF SHIFT

Transfer of shift provisions are contained in the respective Local Supplemental Agreements.

ARTICLE 10 - LEAVES OF ABSENCE

~~SECTION 22~~SECTION 23 SICK LEAVE

(a) An employee who shall become incapacitated by occupational injury or illness, and whose claim of injury or illness is supported by evidence satisfactory to the Company physician, shall be granted sick leave during continuing disability, without loss of, or interruption of, seniority.

(b) An employee who shall become incapacitated by non-occupational injury or illness, and whose claim of injury or illness is supported by evidence satisfactory to the Company physician, shall be granted a sick leave during the employee's continuing disability, provided, however, that such leaves shall be subject to the following conditions relating to accumulation of seniority, and further provided that no employee shall lose seniority because of continuing disability exceeding the period the employee's seniority is permitted to accumulate under subsection (1), (2) and (3) below:

(1) A seniority employee with less than one (1) year of seniority shall continue to accumulate seniority during sick leave for a period of one (1) year, at the end of this period such accumulation shall cease.

(2) An employee with one (1) but less than two (2) years' seniority shall continue to accumulate seniority during sick leave for a period of two (2) years, at the end of this period such accumulation shall cease.

(3) An employee with two (2) or more years' seniority shall continue to accumulate seniority during sick leave for a period equal to the length of the employee's seniority upon the date the leave commences, at the end of this period such accumulation shall cease.

(4) An employee returning to work after a period of disability in excess of that provided in subsections (1), (2) and (3) above, shall return with the seniority accumulated as set forth above and shall have their seniority date adjusted accordingly.

(c) In the event a Company physician has conducted an examination of an employee and upon request from the employee, the Company physician will furnish to the employee's physician a copy of the Company physician's report with reference to the physician's examination of the employee applying for sick leave.

(d) When an injured or sick employee is sent home from work, the Company shall notify the appropriate Local Union representative as soon as possible, but in any event within twenty-four (24) hours.

(e) When employees are hurt in the course of their work and must lose time from work to visit the Company doctor or first aid, their regular rate will be paid for lost time going to and coming from the doctor's or first aid office. In the event that the medical professional sends the employee home, such employee shall be paid for the balance of the shift at their regular rate.

(f) Any employee who has been incapacitated at such employee's regular work by sickness or injury may be employed by the Company at other work in the facility which is available and which the employee is able to do, and every reasonable effort shall be made by the Company to find such employment for the employee. In the event of any layoff, such employee may be retained regardless of seniority and shall be exempt from the seniority provisions of this Agreement in that respect. The Company will notify the Union in case it retains any employee in accordance with the provisions of this subsection out of line of seniority, and the propriety of such retention may be questioned by the Union. The incapacity referred to herein must be such as to substantially prejudice the employee's opportunity of securing other employment. In connection with discussions regarding this Section, it was agreed that employees who suffer the loss, or the loss of the use of, an eye, limb, three fingers or thumb as the result of an injury incurred while at work, shall have preferential seniority rights over all other employees within their bargaining unit, except union officers, as long as there is work to be performed that they can perform.

(g) **In the event an employee is out of work due to a medical leave of absence, upon informing the Company of their intent to return to work from such a leave, the employee must be cleared by medical personnel, which has been approved by the Company, before returning to work. At the Company's discretion, exceptions to this policy may be made for short term planned leaves.**

When the employee has to wait to be medically cleared by the Company approved medical personnel in order to return to work, the employee will remain on the leave of absence benefit. However, the employee shall call the medical provider within 24 hours of notice from the Company that they will be required to see the Company approved medical provider, and shall schedule an appointment expeditiously. If an employee incurs a cost from the medical provider approved by the Company, such cost will be paid by the Company.

In the event an employee suffers a work-related injury and seeks outside medical attention, the employee may be required to be examined by medical personnel designated by the Company at Company expense, to confirm the diagnosis and any restrictions.

~~SECTION 23~~SECTION 24 PAID SICK LEAVE FOR SALARIED EMPLOYEES

(a) Salaried employees (as designated in the respective Local Supplemental Agreements) who are absent from work due to sickness or injury shall be eligible for the following benefits during each calendar year of the Agreement, beginning January 1, 2013:

Seniority	Incidental/Sick Injury Days	Maximum Number of Weeks* for Which Salary Continuation Will be Paid
Less than 2 months	0	None
2 months but less than 1 yr.	2	2
1 year but less than 2 yrs.	4	4
2 years but less than 10 yrs.	6	9
10 years but less than 20 yrs.	8	1 week/yr. of service
20 years and over	10	1 week/yr. of service

*Up to a maximum of 26 weeks of salary continuation will be paid per calendar year.

Eligibility shall be effective on the employee's employment anniversary date.

(b) The above paid sick leave allowance, which shall be a combined total of the incidental day entitlement plus the salary continuation entitlement, shall be applicable to successive one (1) year periods commencing January 1 and terminating December 31. The allowance shall not be accumulated from year to year. During such one (1) year period, all absences due to illness, including sick leave and incidental illness, shall be charged against the aforesaid paid sick leave allowance.

(c) An employee who is scheduled to work, or has volunteered to work, any hours of daily or weekend overtime or a Holiday, and is subsequently unable to work due to sickness/injury, will not be eligible for paid sick leave to cover such missed time.

(d) An employee who leaves work during his shift due to sickness/injury will be required to use an entire incidental sick/injury day should the employee leave work within the first four (4.0) hours of his shift. An employee who leaves work during his shift due to sickness/injury after the first four (4.0) hours of his shift will be ineligible for paid sick leave.

(e) After returning to work, an employee shall, during the year such employee returned to work, only be entitled to the remainder of any paid sick leave to which said employee is entitled under this Agreement.

(f) In the event the illness or injury of an employee receiving paid sick leave is continuous and extends beyond December 31 in any year, only that portion of the paid sick leave to which such employee was eligible at the date of the commencement of such illness or injury shall be paid. Such employee must return to work for ten (10) full work days in order to re-qualify for the paid sick leave allowance for the subsequent year.

(g) An employee who continues to be absent after exhausting his paid sick leave allowance may apply for Accident and Sickness (A&S) benefits as provided in Appendix B of the Master Agreement. Such employee's A&S eligibility as provided in Appendix B, Article II, Section 4 shall be reduced by the amount of time for which the employee has already been paid a sick leave allowance.

(h) In the case of absences due to illness of five (5) or more consecutive work days, employees shall present satisfactory evidence of bona fide illness or injury in order to receive paid sick leave.

An employee will not be required to furnish medical evidence to substantiate absences due to illness of periods of less than five (5) consecutive work days if such employee's absences during the one (1) year period specified above are not in excess of the incidental allowance, except in instances where there is cause to suspect abuse such as falsification of the reported reason for absence or failure to report such absence.

(i) It is the intent of the Parties that such paid absences are only for the purpose of bona fide illness and consequently the Company shall not be precluded from taking appropriate action including request for verification, denial of pay, and/or disciplinary action where such abuses are deemed to exist.

In the event the Union disagrees with the Company's determination and/or action, the dispute may be subject to the regular grievance procedure.

The Union agrees to co-operate and promote the elimination of abuses of incidental "sick" days.

(j) The granting of a paid sick leave by the Company under no circumstances is intended to imply paid equivalent leave of absence or payment of salary where the employee has not been absent on account of sickness or illness.

(k) Salary continuation can only be used in one week increments (i.e. five (5) or more continuous days) and cannot be used as individual sick days.

~~SECTION 24~~SECTION 25 PERSONAL LEAVE OF ABSENCE

(a) Upon **one (1)** weeks' written notice on a form provided by the Company, leaves of absence not to exceed two (2) weeks shall be granted, without loss of seniority, to employees who have less than seven (7) years of seniority with the Company. Such leaves of absence, not to exceed four (4) weeks, shall be granted to employees having seven (7) years or more of seniority with the Company. **The written notice shall include a detailed description of the reason for the requested personal leave of absence. The requirement of one (1) week written notice shall not apply in cases of imminent emergency. A** personal leave of absence **may** be granted**, by mutual agreement,** only under the following conditions:

> (1) All vacation time off in excess of forty (40) hours has been **scheduled,** and **if approved any scheduled vacation after the date of the personal leave of absence, cannot be rescheduled or cancelled, and**
>
> (2) Provided that the manning does not fall below, for whatever reason, the minimum manning established for vacation purposes.

(b) Leaves of absence may be extended by mutual agreement between the Company and the Union and in such cases seniority shall continue to accumulate.

(c) If, in the opinion of the Company, the granting of such leaves at the time requested would seriously interfere with the Company's operations, the Company may bring such facts to the attention of the Union and such leaves may be postponed by mutual agreement between the Company and the Union. In no case may an employee utilize a leave of absence for a period for which vacation has been requested and denied.

(d) The leave of absence application form shall contain a space for indicating the reason for the requested leave, and employees shall be required to state such reason on the form.

(e) Employees recalled to work shall not be eligible for a leave of absence for a period of two (2) weeks from the time of their return except by mutual agreement between the Company and the Union. In cases where such leave is granted by mutual agreement, the period of leave shall not be considered as time worked for any purpose other than retention of seniority.

(f) The allowances for personal leaves of absence under this Article shall refer to periods terminating on January 1 of each year of this contract.

~~SECTION 25~~SECTION 26 UNION AND ELECTIVE OFFICE LEAVE

(a) Upon application, the Company will grant a leave of absence to such of its employees who are elected or appointed to office in the International Union or the Local Union, or who are elected or appointed, without regard to geographical location, to a municipal, state or federal office, provided the Company is furnished with written certification of such appointment to a municipal, state or federal office, for a period of one (1) year without loss of seniority. Such leaves of absence may be renewed from year to year with seniority accumulating. Upon the expiration of such leave of absence, the employee on such leave of absence under this Section shall be returned to the employee's job in line with the employee's seniority and shall receive the rate of pay prevailing for that job. The renewal will not be necessary for elected or appointed offices of the International Union with the understanding that the Union will notify the Company, to the extent possible, thirty (30) days in advance of the expiration of such leave(s).

(b) Employees who are elected, selected or volunteer to serve on a Local Union Committee, Sub-Committee, or in any other capacity, other than the elected representational offices provided by Article 3 of the Local Supplemental Agreements, may be granted reasonable time off from work (a partial or full workday) without pay to perform those duties provided such duties can only be performed during the employee's regularly scheduled working hours and the Local Union President provides written notice to the Labor Relations Department (or facility Manager in the absence of any local Labor Relations department) of such duties as far in advance as possible of the requested absence.

~~SECTION 26~~SECTION 27 FAMILY AND MEDICAL LEAVE

(a) The Family and Medical Leave Act (FMLA) entitles eligible employees to up to twelve (12) weeks of unpaid leave per year if they have one (1) year of Company service and have worked at least 1,250 hours during the twelve (12) month period immediately preceding the leave. The leave shall be granted for the following purposes:

   (1) To care for the employee's child after birth or placement of a child with the employee for adoption or foster care.

   (2) To care for the employee's spouse, child or parent who has a serious health condition.

   (3) For a serious health condition that makes the employee unable to perform the essential functions of his position.

(b) Employees must provide at least thirty (30) days advance notice in writing when the leave is anticipated. If the leave is not anticipated, the employee must give notice in writing as soon as practical.

(c) Benefits:

   (1) Company-provided Group Life Insurance and Health Benefits shall be continued under the same conditions as though the employee was actively at work.

(2) A husband and wife who are both employed by the Company shall each be allowed to take up to twelve (12) weeks of FMLA leave to care for the other if seriously ill and unable to work, to care for a child or parent with a serious health condition or for his or her own illness. The couple shall be limited to a combined total of twelve (12) weeks if the leave is taken for the birth, adoption or the placement of a child in foster care.

(3) Company-provided sick leave (short or long-term) shall be integrated with the FMLA leave up to a maximum of six (6) weeks during each contract year period.

(i) A sick day must be designated as A&S leave in order for FMLA to be charged.

(ii) An employee is not considered to be on A&S leave if they do not meet the eligibility criteria for a paid benefit prescribed in Appendix B of the 2019 Mack Master Agreement.

(d) General FMLA Provisions:

(1) Employees shall continue to accumulate seniority while on an FMLA leave as provided for in the Collective Bargaining Agreement.

(2) Employees may elect to use accrued and/or unused vacation during the FMLA leave.

~~SECTION 27~~SECTION 28 MARYLAND HEALTHY WORKING FAMILIES ACT

This section is only applicable to those facilities located in the state of Maryland and covered under this Agreement.

A. Hourly Employees

Up to forty (40) hours of vacation may be used for all purposes set forth and in accordance with the Maryland Healthy Working Families Act. Notwithstanding any provision to the contrary in this Agreement or in the Local Supplemental Agreements, any newly hired employee shall, in the year of hire, be immediately credited with paid time off (as set forth below), which may only be used for the purposes set forth in, and in accordance with, the Maryland Healthy Working Families Act. Employees hired prior to September 1 shall be credited with forty (40) hours. Employees hired thereafter shall be credited with eight (8) hours for each month left in the year. [For example, an employee hired in September will be credited with thirty-two (32) hours.] Unused hours may not be carried over to the following calendar year. However, in the immediately following calendar year, the employee shall be credited with forty (40) hours of paid time off, which shall include all paid vacation hours to which the employee is entitled for that year. Any paid time off in excess of the employee's earned vacation hours may only be used for the purposes set forth in, and in accordance with, the Maryland Healthy Working Families Act. Unused hours may not be carried over to the following calendar year.

B. Salaried Employees

To the extent a salaried employee's incidental and vacation allowance does not meet the requirements of the Maryland Healthy Working Families Act, he shall be granted additional paid days for the purposes set forth in, and in accordance with, the Maryland Healthy Working Families Act. Unused hours may not be carried over to the following calendar year.

C. Vacation Shutdown

An employee who has forty (40) hours or less of vacation and incidental paid sick leave may, at his discretion, retain up to forty (40) hours of paid time off for use solely in accordance with, the Maryland Healthy Working Families Act by notifying the Company in writing of such intent at least fourteen (14) calendar days prior to the scheduled shutdown. Any employee who accepts vacation pay will be deemed to have waived this right and to have utilized all such paid time off that might otherwise be used for the purposes set forth in the Maryland Healthy Working Families Act. In administering this provision, the Company will fully comply with all state and federal laws.

D. The Company will comply with the Maryland Healthy Working Families Act. In the event that a situation arises where an employee requests, and is entitled to use, paid time off pursuant to the Maryland Healthy Working Families Act, such time off will be granted without penalty, notwithstanding any contrary provision in this Agreement.

E. **Maryland FMLA**

In the event that Maryland passes a state level FMLA, during the duration of this Agreement, the Parties agree they will meet within 3 months of such an act passing, but no later than 1 month before such an act is set to take effect. The Union shall have the right to designate a reasonable number of Local/Regional Union representatives to attend the meeting.

~~SECTION 28~~SECTION 29 GENERAL PROVISIONS FOR ALL FORMS OF LEAVE

(a) At the time an employee applies for a leave of absence, such employee states that the reason for such leave is to engage in gainful employment elsewhere, such leave of absence shall be denied. If an employee engages in gainful employment while on any leave of absence from the Company, such employee may be subject to discharge in accordance with the provisions of this Agreement. The leave of absence application form shall contain a statement to the above effect. The gainful employment prohibited under this subsection shall not include employment in the offices referred to in Section 26 of this Article. Moreover, an employee on sick leave who engages in outside part-time or light employment shall not be subject to the restriction against outside gainful employment provided that the employee furnishes proof to the Company no later than one (1) week after commencing such outside employment that such outside employment is recommended by the employee's physician as a substitute for full time or regular work, and provided further that the Company cannot provide such employee with light employment as recommended by such physician. The recommendation of the employee's physician may, at the Company's option, be subject to the approval of the Company's physician.

(b) An employee who does not return from a leave of absence upon the expiration thereof, except in cases of employees whose leaves of absence are renewed or extended in accordance with the provisions of this Article, shall be in the same position as an employee who has been absent from work for five (5) consecutive days without satisfactory cause under the provisions of Article 6, Section 18 (d) and (e) hereof.

(c) Written notice of the terms of the leave of absence of an individual employee will be given to the employee and the Local Union.

(d) An employee returning from any leave of absence shall be returned to the job such employee left in accordance with local practice. If seniority does not permit a return to the job vacated, such employee shall be permitted to exercise seniority in accordance with the provisions of Article 7 of the appropriate Local Supplemental Agreement. If the employee has become incapable of performing the job the employee left, such employee shall be placed on an open and available job which such employee is capable of performing, or in the absence of such job, the job such employee shall be entitled to, if any, shall be determined in accordance with local practice, or, if there is no practice, by mutual agreement.

~~SECTION 29~~SECTION 30

Additional administrative provisions and Local application may be found in the respective Local Supplemental Agreements.

ARTICLE 11 - MILITARY PROVISIONS

~~SECTION 30~~SECTION 31 MILITARY LEAVES OF ABSENCE

(a) An employee voluntarily enlisting in the military services of the country conscripted to perform military duties in the services of the country, or being a member of the National Guard or the Organized Reserve shall retain seniority and accumulate seniority during such service and shall be reinstated in the employee's regular position in the seniority list at the expiration of the term of service provided the employee is qualified and able to do available work in line with the employee's seniority and makes application for reinstatement within ninety (90) days after release from service, or, if the employee is disabled at the expiration of the employee's term of service, within ninety (90) days after the termination of the disability, and provided further that the employee furnishes a certificate of satisfactory completion of service unless an exception to this requirement is made by mutual agreement between the parties hereto.

If the parties fail to agree on making such an exception, the question of whether the Company is unreasonable in refusing to make an exception may be submitted to the arbitrator selected in the usual manner. In considering the reasonableness or unreasonableness of the Company's position, the arbitrator shall consider all the facts and circumstances, including the following reasons for failure to receive a certificate of satisfactory completion of military service and the effect of such reasons upon the employee's employment qualifications; mutual recognition by the parties that a person who committed an offense may have been rehabilitated and that such person should not be deprived of an opportunity for gainful employment; the impact upon operations and morale; and security regulations.

(b) An employee who enters military service while in a laid off status shall be entitled to remain on military leave of absence until reinstatement on the seniority list in accordance with the provisions of (a) above, without regard to whether recall rights would have expired during the employee's military service. Although not required by law or this Agreement, employees covered by this Subsection are expected to notify the Company at the time of their entrance into military service.

(c) An employee who returns to work under the provisions of this Section shall have the right to exercise seniority in any new classification created during such absence provided such employee's seniority is greater than the seniority of the employee displaced and such employee is qualified to perform the job.

(d) If an employee covered by (a) and (b) returns to the employee's former job, such employee shall receive the rate of pay the employee would have received had such employee remained in such job, including all progression and general increases. If such employee returns to a different job, such employee's rate shall be determined as though the employee has returned to such employee's former job and had been immediately transferred to the job in which the employee is placed in accordance with the provisions of this Agreement, including all progression and general increases.

~~SECTION 31~~SECTION 32 MILITARY BONUS

Upon the first occasion of terminating active employment to enter military service, the Company will grant a bonus of two (2) weeks pay computed on the basis of average hourly earnings for the preceding four (4) weeks to an employee who has at least one (1) year seniority, and shall grant a bonus of one (1) week's pay computed in the same manner to employees having more than six (6) months but less than one (1) year seniority. The provisions of this Section shall not apply in the following instances:

(a) When an employee is called to "active duty for training" under the Armed Forces Reserve Act of 1952, as amended.

(b) When an employee, being a member of the National Guard or the Organized Reserve, is ordered to active duty at a time other than a period of national emergency.

~~SECTION 32~~SECTION 33 VACATION PAY

(a) Upon termination of active employment to enter military service, an employee covered by Section 30 (a) and (b) of this Article, shall receive, in addition to any payment provided for in Section 31 above, proportionate vacation pay for time worked from the start of the vacation credit year to the date such employee ceases work in accordance with the provisions of Article 15.

(b) An employee covered by Section 30 (a) and (b) of this Article returning to active employment from military service in accordance with the provisions of this Article shall, on the date upon which the vacation take year commences, be eligible to receive proportionate vacation pay for time worked from the date of the employee's return to active employment to the date upon which the vacation take year commences in accordance with the provisions of Article 15.

~~SECTION 33~~SECTION 34 NATIONAL GUARD OR ORGANIZED RESERVE SERVICE PAY

With respect to all employees, the Company will pay such employee the difference between National Guard or Organized Reserve Duty Pay. The amount of National Guard or Organized Reserve Duty Pay shall be determined by the Company on the following basis: The total National Guard or Organized Reserve Duty **basic pay** shall be divided by the actual number of days such employee spends in the National Guard or Organized Reserve. The result thereof shall be multiplied by up to and including fourteen (14) days within a calendar year. Earnings will be computed at base rate plus COLA. Pay will be computed on a basic forty (40) hour week. Such employee must present a statement from the military for **basic** pay received for performing such duty to the Human Resources Office to secure the adjustment. An employee who takes the two (2) weeks' encampment during the employee's vacation period will only receive normal vacation pay for this period. In the event an employee is required to take encampment during a vacation shutdown, the employee shall be given the opportunity, subject to the provisions of Article 15 of the appropriate Local Supplemental Agreements, to take vacation at another time during the balance of the vacation period and shall receive vacation pay immediately prior to the vacation week or weeks selected. Employees who perform "emergency duty" will be paid for the time involved but not to exceed a total of thirty (30) days in any calendar year with pay computed as above.

~~SECTION 34~~SECTION 35 PEACE CORPS

Sections 30 and 32 of this Article 11 shall also be applicable to employees entering into full-time service with the Peace Corps.

ARTICLE 12 - HOURS OF WORK

~~SECTION 35~~SECTION 36

(a) The normal work week shall consist of forty (40) hours of work.

(b) It shall be made up of five consecutive days, Monday to Friday inclusive, each week.

(c) Eight (8) consecutive hours of work each day except for lunch periods shall constitute the normal working day.

(d) The regularly scheduled work week shall commence Monday morning of each week at the hours specified in the respective Local Supplemental Agreements.

(e) Specific application of the Hours of Work provision is continued in the respective Local Supplemental Agreements.

(f) The Local Parties at each facility shall have the right to establish alternate working shifts with mutual agreement. Employees working such shifts shall be subject to all of the entitlements provided by the Master Agreement except if otherwise modified or abridged in a Local Supplemental Agreement.

~~SECTION 36~~SECTION 37

(a) The starting times specified in the Local Supplemental Agreements may be varied by mutual agreement but not otherwise except on account of breakdowns, material shortages, overtime requirements or other good cause. In case a change shall become necessary, the Company and the Union shall attempt to reach agreement on the change. If no agreement is reached, the change shall become effective, but its propriety shall be subject to the grievance procedure.

(b) In addition to the factors set forth in (a) above, the Company in determining the reasonableness of the change of shift will also consider all the existing circumstances including the provisions of the Master Agreement, and the availability of employees working outside their home spots consistent with operating and production requirements. This Section relating to changes in starting time of a shift shall not restrict the right of the Company to schedule overtime work subject to the provisions of this Agreement.

(c) In the event the Company violates the provisions of this Section by not attempting to reach agreement on a change of a specified starting time, or by affecting a change which is unreasonable, the maximum remedy shall be payment of an amount equal to overtime premium for any hours worked outside the regular shift hours of the shift affected multiplied by the number of employees actually working such hours. Such payment shall be proportionately divided among the employees adversely affected, or if none are affected or if there is a balance remaining after such proportionate payment, to the employees actually working on the affected shift during the hours outside the regular shift hours. This payment shall be in the nature of a penalty and shall not affect the seniority or recall status of any employees who receive such payment. Such penalty premium shall be in addition to regular overtime premium payments, computed in the usual manner.

ARTICLE 13 - OVERTIME

~~SECTION 37~~SECTION 38

Employees' pay shall be computed and paid at one and one-half (1.5) times the regular rate for hours worked in the following cases:

(a) For work performed in excess of eight (8) hours in any working day, or in excess of eight (8) continuous hours worked, excluding lunch periods. **This provision shall not apply to any alternate shifts and/or schedules, created pursuant to the Local Supplemental Agreements, that include shifts longer than eight hours.**

(b) For work performed in excess of forty (40) hours in any working week. It shall be understood that no employee shall receive both daily and weekly overtime pay for the same overtime hours.

(c) For all work performed on Saturday.

(d) For work performed by an employee prior to the regular starting time of the shift when the employee is requested to report for work prior to such time and is not afforded an opportunity of working until the regular quitting time of the shift.

(e) For work performed by an employee during the regularly scheduled lunch period for the employee's shift when the employee is requested by the Company to work during such lunch period. An employee so working during the employee's regularly scheduled lunch period shall be entitled to a lunch period after the required work is completed. This sub-paragraph shall not apply to continuous shifts.

The foregoing shall not, however, result in the pyramiding of premium time under this Master Agreement or any Local Supplement.

~~SECTION 38~~SECTION 39

Employees shall receive double time for all work performed on Sundays

~~SECTION 39~~SECTION 40

Appropriate overtime records shall be maintained by the supervisors and made available for inspection by appropriate Local Union representatives.

~~SECTION 40~~SECTION 41

The Company shall give the Local Union notice of weekend overtime requirements by two-thirty (2:30) p.m., Thursday, to the extent possible.

~~SECTION 41~~SECTION 42

When the Company calls in a Local Union representative to act as such after that person's regular shift hours, payment shall be on an overtime basis.

~~SECTION 42~~SECTION 43

Should an employee miss an overtime turn due to a requirement to serve on active duty with the National Guard or organized reserve, the government regulation providing for the opportunity to make up such missed turn shall be followed upon the request of such employee upon the employee's return to work.

~~SECTION 43~~SECTION 44

Additional provisions relating to this Article are contained in the respective Local Supplemental Agreements.

ARTICLE 14 - HOLIDAYS

~~SECTION 44~~SECTION 45 HOLIDAY SCHEDULE

Due to customer requirements, the Baltimore Part Distribution Center will observe the core holidays indicated with an (B) **below**, the Jacksonville Part Distribution Center will observe the core holidays indicated with an (J) **below**, and the Hagerstown Remanufacturing Operation will observe the core holidays indicated with an (H) **below**. The remaining holidays will be observed as floating holidays to be scheduled and observed during the contractual year.

2023 Holidays

Monday	November 13, 2023	Veterans Day
Thursday	November 23, 2023	Thanksgiving [J B H]
Friday	November 24, 2023	Thanksgiving [J B H]
Friday	December 22, 2023	Christmas
Monday	December 25, 2023	Christmas [J B H]
Tuesday	December 26, 2023	Christmas
Wednesday	December 27, 2023	Christmas
Thursday	December 28, 2023	Christmas
Friday	December 29, 2023	Christmas

2024 Holidays

Monday	January 1, 2024	New Year's Day [J B H]
Monday	January 15, 2024	Martin Luther King Jr. Day [J B H]
Friday	March 29, 2024	Good Friday [J B H]
Monday	May 27, 2024	Memorial Day [J B H]
Thursday	July 4, 2024	Independence Day [J B H]
Monday	September 2, 2024	Labor Day [J B H]
Monday	November 11, 2024	Veterans Day
Thursday	November 28, 2024	Thanksgiving [J B H]
Friday	November 29, 2024	Thanksgiving [J B H]

Tuesday	December 24, 2024	Christmas J B H
Wednesday	December 25, 2024	Christmas J B H
Thursday	December 26, 2024	Christmas
Friday	December 27, 2024	Christmas
Monday	December 30, 2024	Christmas
Tuesday	December 31, 2024	Christmas J B H

2025 Holidays

Wednesday	January 1, 2025	New Year's Day J B H
Monday	January 20, 2025	Martin Luther King Jr. Day J B H
Friday	April 18, 2025	Good Friday J B H
Monday	May 26, 2025	Memorial Day J B H
Friday	July 4, 2025	Independence Day J B H
Monday	September 1, 2025	Labor Day J B H
Tuesday	November 11, 2025	Veterans Day
Thursday	November 27, 2025	Thanksgiving J B H
Friday	November 28, 2025	Thanksgiving J B H
Wednesday	December 24, 2025	Christmas J B H
Thursday	December 25, 2025	Christmas J B H
Friday	December 26, 2025	Christmas
Monday	December 29, 2025	Christmas
Tuesday	December 30, 2025	Christmas
Wednesday	December 31, 2025	Christmas J B H

2026 Holidays

Thursday	January 1, 2026	New Year's Day J B H
Monday	January 19, 2026	Martin Luther King Jr. Day J B H
Friday	April 3, 2026	Good Friday J B H
Monday	May 25, 2026	Memorial Day J B H
Friday	July 3, 2026	Independence Day J B H
Monday	September 7, 2026	Labor Day J B H
Wednesday	November 11, 2026	Veterans Day
Thursday	November 26, 2026	Thanksgiving J B H
Friday	November 27, 2026	Thanksgiving J B H
Thursday	December 24, 2026	Christmas J B H
Friday	December 25, 2026	Christmas J B H
Monday	December 28, 2026	Christmas
Tuesday	December 29, 2026	Christmas
Wednesday	December 30, 2026	Christmas
Thursday	December 31, 2026	Christmas J B H

2027 Holidays

Friday	January 1, 2027	New Year's Day J B H
Monday	January 18, 2027	Martin Luther King Jr. Day J B H
Friday	March 26, 2027	Good Friday J B H
Monday	May 31, 2027	Memorial Day J B H
Monday	July 5, 2027	Independence Day J B H
Monday	September 6, 2027	Labor Day J B H
Thursday	November 11, 2027	Veterans Day
Thursday	November 25, 2027	Thanksgiving J B H
Friday	November 26, 2027	Thanksgiving J B H
Friday	December 24, 2027	Christmas J B H
Monday	December 27, 2027	Christmas
Tuesday	December 28, 2027	Christmas
Wednesday	December 29, 2027	Christmas
Thursday	December 30, 2027	Christmas
Friday	December 31, 2027	Christmas J B H

2028 Holidays

Monday	**January 3, 2028**	**New Year's Day J B H**
Monday	**January 17, 2028**	**Martin Luther King Jr. Day J B H**
Friday	**April 14, 2028**	**Good Friday J B H**
Monday	**May 29, 2028**	**Memorial Day J B H**
Tuesday	**July 4, 2028**	**Independence Day J B H**
Monday	**September 4, 2028**	**Labor Day J B H**

~~SECTION 45~~SECTION 46 HOLIDAY ELIGIBILITY

(a) To be eligible for holiday pay, the employee shall meet the following eligibility rules:

(1) The employee has seniority in the bargaining unit in which the employee is then working on or before the day of observance of the holiday, or the employee previously completed a probationary period of Company employment other than in the employee's present bargaining unit and the Company service the employee so acquired was not broken at the time of the employee's transfer of employment into the employee's present bargaining unit, or the employee has completed thirty (30) calendar days of Company employment on or before the day of observance of the holiday.

Such holiday shall not count, however, as part of the employee's ninety (90) work day probationary period.

(2) Employees must work their full shift on the scheduled working day immediately before and after each holiday to receive holiday pay. Any day in which the employee received compensation for the full shift, with the exception of an employee being up to fifteen (15) minutes late or leaving their shift fifteen (15) minutes before their quit time, will be considered a day worked under this provision. For example, if the holiday falls on a Friday the employee is required to have worked (or receive full compensation) on the preceding Thursday and the following Monday.

Note: Local Attendance rules and policies will apply to any late starts and early quits.

(i) An employee's reason for not performing work on the last scheduled work day prior to or the next scheduled workday after the specified holiday may be excused by local management for good and sufficient cause on a case-by-case basis and if excused such holiday(s) shall be paid.

(3) With respect to a holiday falling within the Christmas holiday period the employee must have worked:

(i) in the workweek in which the Christmas holiday period commences, unless such Christmas holiday period commences on a Monday; or

(ii) in the workweek prior to the workweek in which the Christmas holiday period commences if such Christmas holiday period commences on a Monday.

An employee's reason for not performing work within such "qualifying workweek" may be excused by local management for good and sufficient cause on a case-by-case basis and if excused such holiday(s) shall be paid.

(b) It is understood that an employee who retires and who performs work within the qualifying workweek shall receive holiday pay for holidays which fall in such week. It is further understood that, in the case of the Christmas holiday period, such retired employee who performs work within the qualifying workweek shall receive pay for all the holidays observed during such Christmas holiday period.

(c) An employee who has been approved to return to work after a confining illness or injury for which the employee received Weekly Disability Benefits and it happens to be the Christmas holiday period will receive holiday pay for each of the designated holidays on and after the date the employee was approved to return to work.

(d) An employee who would have returned to work from a disciplinary suspension except for the fact that the date of such return falls within the Christmas holiday period will receive holiday pay for each of the designated holidays on and after the date the employee would have returned.

(e) An employee who is laid off for any reason in the first, second, third, or fourth workweek prior to the week in which the Christmas holiday period begins, shall, if otherwise eligible, receive pay for each of the holidays in the Christmas holiday period, providing such employee worked in the week in which the layoff occurs.

(f) An employee who works in the fifth, sixth, or seventh workweek prior to the week in which the Christmas holiday period begins, and who is laid off for any reason during that week shall, if otherwise eligible, receive pay for one-half of the holidays falling during such Christmas holiday period providing such employees worked in the week in which the layoff occurs.

(g) In the event an employee is requested to work on a holiday listed in Section 45 of this Article and accepts such work assignments and fails to report for and perform such work without reasonable cause, such employee shall not receive pay for the holiday.

(h) When one or more of the holidays designated in Section 45 above falls within an employee's scheduled vacation and on a day on which the employee would normally have been scheduled to work but for the employee being on vacation, such employee will be granted an additional casual day(s) off with pay, to be taken on the employee's last scheduled work day immediately preceding or the employee's next scheduled work day immediately following the employee's scheduled vacation, or the employee can elect to schedule the additional casual day(s) at a later date subject to the provisions regarding casual days in the applicable Local Supplemental Agreements.

(i) If with respect to a week included in the Christmas holiday period, an employee supplements holiday pay by claiming and receiving an unemployment compensation benefit, or claims and receives waiting period credit to which the employee would not have been entitled if holiday pay had been treated as remuneration for the week, the employee shall be obligated to pay to the Company the lesser of the following amounts:

(1) An amount equal to the employee's holiday pay for the week in question, or

(2) An amount equal to either the unemployment compensation paid to the employee for such week or the unemployment compensation which would have been paid to the employee for such week if it had not been a waiting period. The Company will deduct from earnings subsequently due and payable the amount which the employee is obligated to pay as provided above.

(j) Nothing contained herein or in a Local Supplemental Agreement shall allow an employee to receive holiday pay, if payment would result in a duplication of any state or federal benefit received by the employee. However, should the amount of the benefit be less than the amount of the holiday pay, the employee shall receive the difference.

~~SECTION 46~~SECTION 47

Compensation for recognized holidays shall be as follows:

(a) Employees who perform no work on one of the above enumerated holidays shall be paid eight (8) straight time hours holiday pay, including any applicable shift premium.

(b) Employees who perform work on one of the enumerated holidays shall be paid in the following manner:

(1) Double time for all hours worked plus 8 hours straight time holiday pay.

(2) If only part of a holiday is worked, but it is within their normal or prearranged shift, double time for hours worked with a minimum of four hours, plus 8 straight time hours holiday pay.

~~SECTION 47~~SECTION 48

Additional provisions relating to this Article are contained in the respective Local Supplemental Agreements.

ARTICLE 15 - VACATIONS

~~SECTION 48~~SECTION 49

(a) During the term of this Agreement, the vacation credit year shall commence each January 1 and continue through each December 31.

(b) The vacation take years during the term of this Agreement shall be:

Monday January **1** 202**4** to Sunday January **5**, 202**5**

Monday January **6** 202**5** to Sunday January **4**, 202**6**

Monday January **5**, 202**6** to Sunday January **3**, 202**7**

Monday January **4**, 202**7** to Monday January **3**, 202**8**

~~SECTION 49~~**SECTION 50**

(a) Employees will receive vacation proportionate to the employee's hours credited during the vacation credit year in accordance with the hours credited table in Section (b) below as follows:

Seniority (as of Jan. 1)	Pay	Time Off
6 months but < 3 yrs	**8**0 hrs	**2** wks
3 yrs but < 10 yrs	120 hrs	3 wks
10 yrs but < 20 yrs	160 hrs	4 wks
20 or more years	200 hrs	5 wks

(b) An employee will have worked and/or have been credited with a total of nine hundred (900) hours during the vacation credit year in order to be eligible for a full vacation in accordance with Article 15 of this Local Supplement and Article 15 of the Master Agreement. An employee who has worked or been credited with less than nine hundred (900) hours during the vacation credit year will be eligible for proportionate vacation in accordance with the following table:

Hours Credited	% of Full Vacation
900 or more	100%
860	95
820	90
780	85
740	80
700	75
660	70
620	65
580	60
540	55
500	50
450	45
400	40
350	35
300	30
250	25
200	20

150	15
100	10
50	5
Less than 50	None

(c) The following periods not worked will be credited as time worked for the purpose of computing vacation eligibility: holidays, vacations taken or paid for during the vacation credit year, Local Union business leave of absence, absence due to injury or illness (if the absence is continuous, it will not count as time worked in any subsequent vacation credit period), paid absence while on jury duty, absence when receiving bereavement pay, time spent in military service as provided by governmental regulations, and time off due to temporary layoffs which will not exceed fourteen (14) consecutive days, as described in Article 7, of the Local Supplemental Agreements.

A seniority employee's accumulated progression time for purposes of vacation eligibility calculation will stop when he/she leaves active employment and will resume when he/she returns to active employment. The foregoing does not affect the seniority provisions of Article 6, Sections 17 and 18 of the Master Agreement.

~~SECTION 50~~SECTION 51

(a) The Company will have the option to shut down operations for a two (2) week vacation period.

The vacation may be accomplished by a shutdown(s) of the plant and/or by individual scheduling, as decided upon by the Company. If a shutdown(s) are decided upon, such shutdown(s) shall be therefore not more than two weeks, and not less than one (1) week.

In 2024, the two-week vacation shutdown period shall be the week beginning with the last Monday in July and the week beginning with the first Monday in August.

Beginning in 2025, the two-week vacation shutdown period shall be scheduled some time between May 15 and September 15.

If the plan is shut down for vacation, employees who are not eligible for vacation equal to the period of the shutdown shall be given work, or if work is not available, shall be laid off for the period they are not on vacation. The Company will notify the Union, in writing on or before October 1st of each calendar year of the dates of the scheduled shutdown week(s) for the upcoming vacation year.

Once an employee is scheduled to take one (1) or more of these weeks off as vacation, such week(s) of vacation time off will not thereafter be changed, except by mutual agreement.

~~(a)~~(b) When the Company schedules a vacation shutdown, employees who are not scheduled to work during shutdown shall be subject to the following:

(1) Employees- **shall be required to use a full week of vacation (40 hours) for one of the weeks of the shutdown.**

a) **Any additional vacation hours above 40 hours may be used for the second week of shutdown or may be used at the employee's discretion, in accordance with applicable policies.**

~~a)~~b) **For employees who choose not to use their vacation time during their second week of shutdown , they shall not be paid for that week off, if they are not scheduled to work.**

~~SECTION 51~~SECTION 52

With respect to employees working during the vacation shutdown, the following conditions shall apply:

(a) Employees eligible for one (1) or more weeks of vacation:

(1) Employees who are scheduled to work for a period less than the full duration of a vacation shutdown shall be paid vacation time for any full weeks not scheduled to work during such period. Such employees shall, if otherwise eligible, be entitled to SUB and unemployment compensation for any week or partial week not worked during such period.

(b) Employees not eligible for vacation:

(1) Employees who are not eligible for vacation shall be entitled to SUB and unemployment compensation, if otherwise eligible, for any working days they are not scheduled to work during the vacation shutdown. However, an employee who declines to accept an offer of work during such vacation shutdown shall not be eligible for SUB or unemployment compensation payments for the days such work was offered, providing such offer of work was made forty-five (45) calendar days before the first week of the vacation shutdown period.

~~SECTION 52~~SECTION 53

Any employee who is eligible for less vacation than the duration of the vacation shutdown and who is not scheduled to work during the vacation shutdown, shall not be deemed to be on vacation during any period of the vacation shutdown in excess of the employee's remaining vacation eligibility. However, an employee who declines to accept an offer of work during such vacation shutdown shall not be eligible for SUB or unemployment compensation payments for the days such work was offered, providing such offer of work was made forty-five (45) calendar days before the first week of the vacation shutdown period.

~~SECTION 53~~SECTION 54

The special seniority of Local Union officials, listed in the Local Supplemental Agreements, shall apply in the case of work performed during vacation shutdown including inventory work.

~~SECTION 54~~SECTION 55

Additional provisions relating to this Article are contained in the respective Local Supplemental Agreements.

ARTICLE 16 - WAGES, STARTING RATES AND PROGRESSION

~~SECTION 55~~SECTION 56 WAGES

(a) Base rates after the appropriate cost-of-living allowance (hereinafter referred to as COLA) fold will remain at current levels for the duration of the Agreement, except as specifically provided below.

(b) The job classifications, the wage rates to be paid, and the methods of payment are specified in each Local Supplemental Agreement and made a part thereof, and such classifications and wages shall remain in effect for the duration of this Agreement except as otherwise modified by mutual agreement by the Parties.

(c) Pursuant to the wage progression system for employees hired prior to March 25, 2013, the appropriate maximum wage rate will be multiplied by the percentage factor representing the stage in the wage progression the employee has achieved (i.e. 70% for the first twelve months, 80% for the second twelve months and 90% for the third twelve months). After thirty-six months, the employee will be entitled to 100% of the maximum wage rate for his classification.

(d) Progression for Skilled Trades, Lab Technicians, Engineering Technicians and those classifications in the Design Group, if any, will be documented in the respective Local Supplemental Agreements.

(e) Maintenance, Cores and General Maintenance classifications as defined in the Hagerstown and Macungie Local Supplemental Agreements will not be subject to wage progression.

(f) Breaks in service resulting from layoff, leaves of absence, long term disability, etc. (excluding compensable injuries) which exceed thirty (30) calendar days shall not be credited toward the employee's next wage progression step. The foregoing does not affect seniority provisions of Article 6, Sections 17 and 18 of the Master Agreement.

(g) Employees hired on or after March 25, 2013 shall be paid as follows:

	Wage Rate Upon Hire and Ongoing Percentage of Base Rate for Classification
Date of Hire	70%
After 12 months	75%
After 24 months	80%
After 36 months	85%
After 48 months	90%
After 60 months	**100%**

Employees hired on or after March 25, 2013 (except for those employees transitioned to traditional status prior to October 2, 2016) and who are in a wage progression shall not receive any future COLA accruals until all wage progression stages have been completed (pursuant to Article 16, Section 55 of the 2019 Mack Master Agreement) at which time they will be advanced to the current maximum wage rate including all unpaid COLA accruals.

Breaks in service resulting from layoff, leaves of absence, long term disability, etc. (excluding compensable injuries) which exceed thirty (30) calendar days in any one (1) of the six (6) twelve (12) month periods stated above will not be counted toward accumulated wage progression time and shall delay the individual's progression to the next step for a period of time equal to the breaks in service. A seniority employee's time in progression will stop when he/she leaves active employment and will resume when he/she returns to active employment. The foregoing does not affect seniority provisions of Article 6, Sections 17 and 18 of the Master Agreement.

~~SECTION 56~~SECTION 57 ANNUAL ADJUSTMENTS

(a) Within two weeks following ratification of this Agreement a three thousand five hundred dollar ($3,500) ratification bonus will be paid to all B.U. employees**, with the exception of all B.U. employees who are currently on long-term disability**. Employees in wage progression as of the effective date of this Agreement will also receive this payment.

(b) The lump sum payment described in (a) above shall be subject to all applicable Federal, State and Local Payroll withholdings and deductions.

(c) **General Wage Increases, as outlined in any Local Supplemental Agreement, shall be null and void, and this contract shall be the sole authority for such increases.**

(d) **On the date of ratification of this Agreement, the top rate for all bargaining unit classifications shall be raised by ten percent (10%).**

On October 1, 2024 the top rate for all bargaining unit classifications shall be raised by two percent (2%).

On October 1, 2025 the top rate for all bargaining unit classifications shall be raised by two percent (2%).

On October 1, 2026 the top rate for all bargaining unit classifications shall be raised by two percent (2%).

On October 1, 2027 the top rate for all bargaining unit classifications shall be raised by three percent (3%).

***Local Supplement Agreements will include updated wage tables and progressions based on the agreed upon increase to the top rate for all bargaining unit classifications.**

~~SECTION 57~~SECTION 58 COST OF LIVING ALLOWANCE

(a) The COLA shall be added to each employee's straight time earnings, but not the base wage for any classification.

(b) The COLA in effect at the time shall be included in computing overtime and shift premiums and in determining call-in pay, call-back pay and pay for vacation, holiday payments, jury duty pay, bereavement pay and short-term military duty pay.

(c) Employees in wage progression as of the effective date of this Agreement will not be eligible for COLA adjustments during their wage progression period. At the completion of their wage progression period, such individuals will be advanced to the maximum rate in their classification, which will include the then current COLA.

(d) Basis for Allowance:

The amount of the COLA shall be determined and redetermined as provided below on the basis of the Consumer Price Index -- All items (1967 = 100) Revised Urban Wage Earners and Clerical Workers (CPI-W) published by the Bureau of Labor Statistics, United States Department of Labor (hereinafter designated as the "Index"). Adjustments in the COLA shall be made at the following times and in the amounts as set forth below:

Effective Date of Adjustment	Based upon Three-Month Average of the BLS Consumer Price Index
December 5, 2016	August, September, October 2016
March 6, 2017	November and December 2016 and January 2017
June 5, 2017	February, March, April 2017
September 4, 2017	May, June, July 2017
December 4, 2017	August, September, October 2017
March 5, 2018	November and December 2017 and January 2018
June 4, 2018	February, March, April 2018
September 3, 2018	May, June, July 2018
December 3, 2018	August, September, October 2018
March 4, 2019	November and December 2018 and January 2019
June 3, 2019	February, March, April 2019
September 2, 2019	May, June, July 2019

In determining the three-month average of the Index for a specified period, the computed average shall be rounded to the nearest 0.1 index point. In no event will a decline in the three-month average of the Index below 672.1 provide the basis for a further reduction in wages.

(e) Amount of Allowance

(1) The amount of COLA float effective October 1, 2016 was $0.22. After the COLA fold-in and effective October 2, 2016 the COLA float shall be zero. Any quarterly

COLA adjustment during this Agreement which is negative shall reduce the COLA float amount by that negative amount or by the amount of the float, whichever is less. In no case will the COLA float be less than zero following such reduction.

(2) Effective October 2, 2016 and for any period thereafter as provided in Subsection (d), the COLA shall be in accordance with the following tables:

Three-Month Avg. of the Index	COLA Allowance
672.2 – 672.4	$ .01
672.5 – 672.7	$ .02
672.8 – 672.9	$ .03
673.0 – 673.2	$ .04
673.3 – 673.4	$ .05
673.5 – 673.7	$ .06
673.8 – 674.0	$ .07
674.1 – 674.2	$ .08
674.3 – 674.5	$ .09
674.6 – 674.7	$ .10
674.8 – 675.0	$ .11
675.1 – 675.3	$ .12
675.4 – 675.5	$ .13

and so forth with one cent (1¢) adjustment for each 0.26 change in the average of the Index. The table will be extended to provide 1¢ adjustments payable sequentially for each 0.3, 0.2, 0.3, 0.2, 0.3 change in the average of the Index, with that sequence repeated so as to provide an average adjustment over time of 1¢ for each .26 change in the average of the Index.

(3) The cost-of-living adjustment during the life of this Agreement shall be suspended and not be payable and with no subsequent restoration or make-up.

(f) In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Indexes on or before the beginning of one of the pay periods referred to in paragraph (e) above, any adjustments in the COLA required by such appropriate Indexes shall be effective at the beginning of the first pay period after receipt of the Indexes.

(g) Continuance of the COLA shall be contingent upon the availability of the Index in its present form and calculated on the same basis as the Index for August 2016 unless otherwise agreed upon by the Parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the BLS Consumer Price Index, the Parties agree to request the Bureau to make available, for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the Index for August 2016.

Notwithstanding the above, beginning with the Index for January 1985, the CPI-W as revised to reflect modification of its homeownership component, will be used to determine the amount of the cost-of-living allowance. In the event any other modifications are made to the Index during the term of this agreement, the Parties will determine the appropriate Consumer Price Index to use.

(h) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures for the BLS Consumer Price Index for any month or months specified in paragraph (d).

~~SECTION 58~~SECTION 59 NEW JOB CLASSIFICATIONS

When new jobs are created, the Company and the **Local** Union shall promptly negotiate **the rate of pay for a new classification. If the Company and Local Union cannot reach agreement on the rate of pay, within five (5) working days of the Company informing the Union of the new classification, then the issue shall be referred to a Senior Member of Company Management and the appropriate Union Regional Director, or their Regional designee. Should the Regional Director, or their Regional Designee and the Senior Member of Company Management not reach an agreement within five (5) days after the matter is referred to them, the Company's last position on the rate of pay shall be implemented. These time periods may be extended by mutual agreement.**

-If the Parties are unable to agree upon the rate of pay of any **new** job, the matter shall be referred to arbitration as provided in this Agreement. In any such arbitration, **both the Company and the Union shall submit a proposed wage rate, relevant market data and any additional pertinent information that they believe supports the proposed rate. The arbitrator shall then choose either the Company's proposed wage rate, or the Union's, based on the information provided, and have the authority to award retroactive pay.**

~~SECTION 59~~SECTION 60

Unless otherwise restricted by applicable state regulations, all payroll payments to employees will be made on Friday by electronic direct deposit to the bank or financial institution the employee so designates. If restricted by applicable state regulations, such employees will have their paycheck mailed from the payroll processing vendor to their address on record with the Company, unless such employee voluntarily elects the direct deposit option. Any weekly make-up payments to correct payroll underpayments will be made by direct deposit or issued to the employee in Pay-Cards. Each Company location will have the ability to assist in the correction of payroll errors in conjunction with the Human Resources Service Center. Further, understanding the impact payroll errors have on its employees, the parties agree to jointly work on solutions to minimize the number of errors that occur.

~~SECTION 60~~SECTION 61 NIGHT SHIFT PREMIUM

(a) Six percent (6%) night shift premium shall be paid for work performed on the second and third shifts (nights) at all locations covered by the Master Agreement.

(b) Employees regularly assigned to any approved special shift, at least fifty percent (50%) of which falls within the regular second or third shift hours, shall also receive a night shift premium differential of six percent (6%) for time worked on approved special shifts. "Regularly assigned" for the purposes of this Subsection means any period worked within night shift hours which is separated from an employee's regularly scheduled shift and does not continue into or extend continuously beyond such shift, except for an assignment arising out of a "call-back", covered by the provisions of the respective Local Supplemental Agreements. "Regular second or third shift hours" are defined in the Local Supplemental Agreements.

~~SECTION 61~~SECTION 62

Employees who are required to work away from the area in which such employee's facility is located shall be given an appropriate advance of monies for expenses to be incurred. Arrangements to pay the employee's wages, including overtime payments, as well as additional required expense monies, shall be made at the time of work assignment.

Additional specific provisions relative to wages and hours of work are contained in the respective Local Supplemental Agreements.

ARTICLE 17 - TRANSFERS-WAGE RATES

Employee Transfer Provisions are contained in the respective Local Supplemental Agreements.

ARTICLE 18 - PRODUCTION STANDARDS

Provisions are contained in the respective Local Supplemental Agreements.

ARTICLE 19 - DISCHARGE AND DISCIPLINE

~~SECTION 62~~SECTION 63

No employee who has acquired seniority with the Company under this Agreement shall be suspended, discharged or disciplined except for just cause. Upon the discharge or suspension of such employee, the following procedure shall be observed:

(a) The Company shall promptly notify the appropriate Local Union representative of the employee's discharge or suspension **in writing or electronically.**

(b) After the notice of discharge or suspension is given to the appropriate Local Union representative, and upon the request of the Union, an informal pre-grievance meeting concerning the discharge or suspension will be arranged between a designated Company representative and an appropriate Union representative. The meeting will occur either during the normal first shift work hours on the day of the discharge or suspension or no later than the end of the first shift of the working day following the discharge or suspension.

(c) The Company shall advise the employee and the appropriate Local Union representative in writing of the grounds for the discharge or suspension no later than the end of the employee's shift on the working day following the discharge or suspension.

(d) Any grievance based upon a discharge or suspension shall be submitted to the designated Company representative in writing within ten (10) working days thereafter, or the employee and the Union shall be deemed to have waived any objection to such discharge or suspension. If the Union requests an immediate hearing on any grievance arising out of such discharge or suspension, a meeting on such grievance will be arranged forthwith.

(e) The Company is committed to conducting a prompt and thorough investigation.

(f) In the event any discharge, suspension or disciplinary matter is brought to arbitration pursuant to the grievance procedure under this contract, the arbitrator shall have authority to direct full reinstatement with back pay or to impose a lesser penalty if warranted.

~~SECTION 63~~SECTION 64

In imposing discipline on a current charge, the Company will not take into account any prior infractions which occurred more than two (2) years previously.

~~SECTION 64~~SECTION 65

No record of a prior written reprimand nor any derogatory information contained in the Company's central personnel files shall be used in any subsequent disciplinary proceeding unless the employee affected has received a copy of such written reprimand or derogatory information, it being expressly understood that notes or memoranda retained by a supervisor to refresh memory shall not be barred in such proceeding.

~~SECTION 65~~SECTION 66

No employee shall be discharged or disciplined while on a bona fide sick leave.

~~SECTION 66~~SECTION 67

Notwithstanding the provisions of Article 22 herein, the arbitrator herein shall have the authority in discharge cases to determine whether employees otherwise eligible shall receive a Supplemental Allowance under the Pension Plan, in accordance with the provisions of Appendix A, Mack-UAW Pension Plan, Summary Plan Description of this Master Agreement.

ARTICLE 20 - STRIKES AND LOCKOUTS

Except as provided in the respective Local Supplemental Agreements regarding Production Standards and Article 21 of this Master Agreement as applicable, the Union agrees that there shall be no authorized strikes during the term of this Agreement. The Union agrees not to ratify any unauthorized strike. It further agrees that if an unauthorized strike occurs, the Local and International Union officials will immediately meet with the Company and take appropriate action to end the strike, including, but not limited to, public renunciation of the strike and instructions to employees to return to work. The Union further agrees that in the event of a strike in violation of this Agreement, the Company may take disciplinary action against those workers who take part in the strike. The Company, for its part, agrees that there shall be no lockouts during the life of this Agreement. As

long as the Union, its officers, agents and employees comply with the above provisions, the Company agrees not to bring any court action for damages or take other action which is not provided for in this contract, against the Union, its officers, agents and employees for breach of this Article.

ARTICLE 21 - HEALTH AND SAFETY

~~SECTION 67~~SECTION 68 JOINT APPROACH

(a) The Company recognizes its obligation to provide a safe and healthy work environment for its employees. The Union shall cooperate with the Company's efforts to carry out its obligation and both Parties agree to use their best efforts, jointly, to achieve that end. With regard to any and all joint activities referenced in this Article, the parties acknowledge and agree the joint relationship is vital to the parties' efforts **nurture a safety-minded/proactive/engaged work culture and** provide a safe and healthy workplace. However, the Company retains the final decision-making authority covering any joint activity referenced herein. This does not eliminate the Union from following the grievance procedure as outlined in Article 5 of the Master Agreement.

(b) The Parties working together, will use these agreed upon procedures to achieve mutually desired results while conforming to relevant legal requirements. Adherence to these procedures is to be fostered by both Parties as preferential to recourse to outside agencies or other avenues outside the scope of this Agreement.

(c) The International Union, UAW, Local Unions, Union and Joint Health and Safety Committees, Union officials, employees and agents shall not be liable for any work-connected injuries, disabilities or diseases which may be incurred by employees of the Company or its subsidiaries or by third parties while on Company property. This is not intended to, and does not increase the Company's liability in such cases beyond its normal exposure, if any (i.e. Worker's Compensation).

~~SECTION 68~~SECTION 69 HEALTH AND SAFETY REPRESENTATION

(a) The Union Health and Safety Representative will be appointed by the UAW International Union. The parties agree that the UAW Health and Safety Representative will at a minimum complete an OSHA 30 Hour course within four (4) years of being appointed. The parties also agree that it is important to have the best educated and trained/certified UAW Health and Safety Representatives that are representing the membership and the Company; therefore, it is highly encouraged that they attain an Occupational Health and Safety Technologist (OHST) certification or equivalent course to further their education in the health and safety field. The Company recognizes a Union Health and Safety Representative for the following locations.

(b) In the manufacturing locations at Hagerstown and Macungie, this will be a full-time position. In the Middletown Remanufacturing facility the Union's Health and Safety Representative will be provided with two (2) consecutive straight-time hours per regular workday (Monday through Friday) as mutually agreed to on the workday in the performance of such duties. Additional paid time in excess of these two (2) hours may be required of the Representative on any given regular workday as determined and approved by the Company. The **Company Health and Safety Manager and the** Union Health and

Safety Representative will be **jointly** responsible for the administration of Health and Safety programs for all Union represented employees in their respective Local. The Company will recognize an Alternate representative who will function when the principal is absent for one (1) full day or longer, and as needed during shorter absences of the principal, the Alternate may function in response to emergency situations. The Health and Safety Representative will be permitted to work overtime to perform mutually agreed upon health and safety related tasks.

(c) In the Parts Distribution Centers, the Union Health and Safety Representative will function as needed to fulfill the responsibilities detailed in (e) below. The Health and Safety representatives shall have the right to leave their work to perform those responsibilities, upon notifying their respective supervisor. If leaving work will disrupt subsequent operations, the Health and Safety representative and the supervisor shall make other arrangements as shall be necessary. It is understood that the Union Health and Safety Representative will be released immediately in the case of an emergency and will be released within a period of one hour for other duties. A Bargaining Unit Committeeperson will be designated by the Local to function as the Alternate Health and Safety Representative under the same conditions as the Alternate in (b) above.

(d) The **President,** Chairpersons**, or appropriate committeeperson** of Local #1247 may function as necessary to **address and resolve** health and safety issues.

(e) The Union Health and Safety Representative is responsible for working jointly, with and separately from, the Facility Manager responsible for Health & Safety to implement and evaluate the effectiveness of all of the facility's Health and Safety programs, including:

(1) UAW Health and Safety Representatives will be notified in advance of health and safety inspections by private agency officials, and licensed inspectors required or by consultants retained by the Company, and whenever possible by government officials including federal, state, city and county code enforcement, and be afforded an opportunity to accompany such officials or consultants and provide any pertinent information to them. A copy of such reports, including those of insurance inspectors, will be provided to the UAW Health and Safety Representative. The Company retains the right to withhold the portions of any report that would be protected, under law, as attorney-work product or by the attorney-client privilege, or management privileged information, with the exception of those sections related to health and safety. In addition, UAW Health and Safety Representatives may accompany Corporate and International Union Health and Safety professionals on inspection tours.

(2) The primary responsibility for conducting accident investigations lies with the immediate supervisor of the employees involved. Except in the case of a medical emergency, employees are responsible, for notifying their supervisor immediately following an injury or accident. The accident investigations conducted by the supervisors shall be submitted within 24 (it is understood that the submitted report might only be a preliminary and not a completed report) hours. The Company will make available, upon request, any preliminary information available during the course of the investigation. The Facility Health and Safety Team will be notified as

soon as possible and will be forwarded for review all reports of these investigations and where appropriate, conduct investigations of serious or potentially serious accidents including near misses. If it is determined that the serious injury was caused by an equipment malfunction, the investigation and repairs will be implemented prior to another employee being assigned that machine.

Management will notify the Union Health and Safety Representative of any significant spills, fires, serious injury, fatality (SIF Cases) before the end of the shift the incident occurred on, or illness including OSHA recordable and Worker Compensation cases within 24 hours.

A near miss (non-injury incident) reporting system will be established at each facility. The parties will encourage employees to participate in the near miss reporting system. The Union Health and Safety Representative will **review near misses that have been entered into Cority. The Union Health and Safety Representative will track all near miss reports** and will provide monthly reports to the facility Manager responsible for Health and Safety. The Company will provide a computer system for each Union Health and Safety Representative to perform this task. The 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 the Union and Management in order to achieve timely correction.

(3) Review, recommend and administer/conduct local safety training (which shall not be primarily video based), education and information programs.

(4) Conduct industrial hygiene surveys to measure noise, air contaminants and air flow with equipment provided by the Company.

(5) Make regular inspections of the facility.

(6) Have access to Safety Data Sheets (SDS). Full disclosures of hazardous chemicals, regardless of concentration, must accompany SDS's before the SDS is approved for use.

(7) In conjunction with the Facility Health and Safety Manager, jointly develop necessary Health and Safety Programs for the facility, including, but not limited to, those specific programs set forth hereafter.

(8) In conjunction with the Facility Health and Safety Manager, review new facility layouts, new manufacturing equipment and major process (including changes in chemical usage) changes. When layout is complete and prior to approval, the Health and Safety Team will review to help ensure good health and safety practices are followed. This review may include design, vendor tryout and post-installation review. Such review shall include potential ergonomic problems. Noise reduction factors of new machinery and hand tools to be purchased by the Company shall be reviewed. The Health and Safety Manager or designee will make a final approval determination based on the reviews. Local Management will communicate to all

Engineers their responsibility to notify and involve Union and Company health and safety personnel to comply with this section. The Company and Union will jointly develop a comprehensive checklist for use during the review of new/modified machinery and processes.

(9) Prepare reports of findings of the above activities for facility Management and the Joint Health and Safety Committee.

(f) The Union Health and Safety Representative and the Facility Manager responsible for Health and Safety acting jointly are referred to as the Facility Health and Safety Team in the sections hereunder.

~~SECTION 69~~SECTION 70 LOCAL COMMITTEE ON HEALTH & SAFETY

(a) To facilitate open communications on health and safety matters, a joint committee on Health and Safety will be established in each facility.

(b) In the manufacturing locations, the Committee will be comprised of not less than four (4) Union members, including the Union Chairperson(s) or designee, the Union Health and Safety Representative and at least two members selected by the Union and not less than two (2) members of Management, including one (1) senior member (i.e. Facility Manager or empowered designee), the Facility Health and Safety Manager or designee and other members of management as needed. Committee members designated by the Union will be members of the Shop Committee.

(c) In the other locations (offices, Parts Distribution Centers, Engineering, and Middletown Remanufacturing Center), the Committee will be comprised of not less than two (2) Union members including the President/Chairperson or designee and the Health and Safety Representative and not less than two (2) Management members including the PDC Manager or empowered designee.

(d) The Committee, co-chaired by the Facility Health and Safety Team will meet once a month for the purpose of reviewing the status of the Facility Health and Safety Program. Committee members will be supplied with a monthly analysis of all accidents and injuries and other appropriate data. The Committee will review reports and recommendations of its members or other facility employees and will recommend appropriate actions relating to the Facility Health and Safety Program to the Facility Manager for implementation. The Union Health and Safety Representative is responsible to insure that a facility-wide master list of health and safety issues/concerns is maintained. The list will include the issue/concern, the hazard or risk, the recommended action, the person(s) responsible to implement the improvement, the proposed completion date and updated status. Copies of the master list will be provided monthly to all members of the Committee. Open health and safety items will be communicated to employees through postings, safety talks and plant or group meetings.

(e) In the event of an emergency, any member of the Safety Committee may call a special meeting of the Safety Committee, to be convened as soon as possible.

(f) Minutes of Committee meetings shall be taken by either the Facility Environmental, Health and Safety Manager or the Union Health and Safety Representative and if acceptable, signed by both above individuals. Copies of the minutes will be provided to all Committee members and the Facility Manager, in a timely manner.

~~SECTION 70~~SECTION 71 INTERNATIONAL JOINT COMMITTEE

An International Joint Committee on Health and Safety (hereinafter referred to as the International Safety Committee) will be established, consisting of two (2) representatives of the International Union plus one alternate appointed by the Director of the Union's Mack Truck Department, and two (2) representatives of the Company plus one alternate appointed by the Corporate Director of Employee and Labor Relations of the Company. Each party will appoint at least one (1) member who has professional training in industrial hygiene or safety. This Committee shall:

(a) Meet at mutually agreeable times and places; at least one (1) face-to-face meeting at a facility annually. When mutually agreed, an additional face-to-face meeting will be scheduled.

(b) Review the Company's safety and health programs and make necessary or desirable recommendations.

(c) Develop the annual training plan for the Union Health and Safety Representatives and Alternates.

(d) Develop and recommend to the Company guidelines for employee training and education, with special emphasis placed on crane and hoist operation and inspection, powered industrial vehicle safety, rigging, robotics, confined space entry, electrical safety for electricians and remote control crane operations.

(e) Review and analyze federal, state, or local standards or regulations which affect the health and safety programs within the Company.

(f) Review Health and Safety issues and concerns regarding serious or unusual situations affecting employees' health and safety and make necessary or desirable recommendations.

(g) Review and analyze serious accidents, injuries, fatalities (SIF) and near misses, and injury and illness data for all facilities.

(h) Receive and deal with matters referred to them by the Local Safety and Health Committees.

(i) A joint safety inspection will be performed during the face-to-face meeting(s).

~~SECTION 71~~SECTION 72

The Company agrees to provide the Union Health and Safety Representatives access to all health and safety-related information (except management-privileged information) available to their Company counterparts in a timely manner, including, but not limited to:

(a) Provide and maintain appropriate equipment for conducting industrial hygiene surveys for chemical and physical hazards encountered in its facilities. Such equipment shall include, but is not limited to, noise level meters, sampling pumps, dosimeters, detection tubes and appropriate sampling media.

(b) Provide appropriate education and training for the Union Health and Safety Representatives, Local Union Chairpersons that function as Health and Safety Representatives and Alternates as determined by the International Safety Committee. At a minimum, two training programs will be scheduled each calendar year for Union Health and Safety Representatives. Any additional training requests from the Union Health and Safety Representative must be mutually agreed upon by the International Safety Committee. Training will include at least one Joint Training Session and the topic will be jointly agreed upon by March 1st of each calendar year. The second additional training will be determined jointly at the location level and will be based on the location's specific needs. Alternates and Chairpersons that are functioning as Health and Safety Representatives will also be scheduled for one training per year, the subject of which will also be determined by the local Joint Health and Safety Committee. It is not the intent of the International Safety Committee to schedule the Union Health and Safety Representatives and Alternates out of the plant for training at the same time. Any dispute regarding Local training decisions will be resolved by the International Joint Committee of Health and Safety.

(c) Disclose, upon request of the International Safety Committee, the SDSs for any known hazardous chemicals or materials to which the employees are exposed, including any information regarding remedies and antidotes (i.e. first aid measures) for such chemicals and to provide the Local Union Health and Safety Representatives, the SDSs for any known hazardous chemicals or materials being used at that operation, even if being used on a trial basis.

(d) Arrange for regular surveys of each facility by the Company's Industrial Health and Safety staff, or preferred vendor, and provide special surveys at the request of the International Joint Committee on Health & Safety. Such special survey reports will be provided to the International Joint Committee on Health and Safety.

(e) Provide facility access, upon reasonable notice, to all Company UAW organized locations to Health and Safety Representatives of the International Union. **The International Union Representative and Corporate Health and Safety representative will mutually agree on a date and time of a visit. In the event of an emergency (e.g., fatality), upon notification from the union, Corporate health and safety will allow immediate access.** Reports on such facility surveys will be provided to the Company.

(f) Where required by regulation and/or company policy, or by request of the International Joint Committee on Health and Safety, provide information to employees who are exposed to potentially harmful agents or toxic materials, at no cost to them, medical services, physical examinations, and other appropriate tests including audiometric examinations at a frequency and extent necessary to determine whether the health of such employee is being adversely affected and to instruct them in the safe use of these materials. Also, upon the employee's written request, copies of such information will be forwarded to the employee's personal physician. Periodic physical examinations and x-rays, as needed, for spray painters and such other classifications as may be recommended by the Local Committee on Health and Safety, and when required by regulation and/or Company Policy or by request of the International Joint Committee, shall be provided by the Company at no expense or loss of earnings to such employees.

(g) Whenever it is determined that an employee has had a personal exposure exceeding the permissible level as set forth in 29CFR-1910.1000. The employee will be notified and such information shall be entered in the employee's medical record.

~~SECTION 72~~SECTION 73

In the event an employee recognizes a safety concern, or has a reasonable belief that a work condition will cause an imminent danger to life or limb, the condition is to be brought to the attention of the immediate supervisor. Failing resolution of the issue by the Supervisor, the employee should request the involvement of the respective Bargaining Committeeperson who will attempt to resolve the issue with the supervisor and/or the next level of management.

If the issue is not resolved, the Supervisor or Committeeperson will call upon the Facility Health and Safety Team to investigate and help resolve the issue.

If the issue is still not resolved, it is the position of the Parties that an employee will not be required to work under an alleged condition which presents an imminent danger to life or limb, until the highest-ranking member of management on-site at the time and the Facility Health and Safety Manager (Management counterpart of UAW Health and Safety Representative) has made a decision that the condition does not pose an imminent danger. This procedure shall not preclude the filing of a Health and Safety grievance in step one (1) of the Grievance Procedure.

~~SECTION 73~~SECTION 74

Notwithstanding the provisions of Article 20 of the Master Agreement, the Union shall have the right, in connection with grievances alleging violations of health and safety provisions **that relate to the reasonable belief that work conditions will cause an imminent danger to life or limb,** to strike in accordance with the following procedure:

(a) Within sixty (60) days from the date of the written decision submitted at Step 3 of Article 5, the Union shall notify the Human Resources Manager, 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 grievances specified in the written notice.

(b) During at least the ten working (10) days following such notice, the Company shall review such grievance or grievances with the International Union and the appropriate Local Bargaining Committee. The parties 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.

(c) Upon fulfillment of the review requirement of (b) above and during the ninety (90) day period following receipt in accordance with (a) above, the Union shall have the right to strike upon five (5) days' written notice from the Regional Director of the UAW

International Union to the Vice President of Labor Relations of the Company that the International Union has authorized such strike.

(d) In the event the Union does not strike within such ninety (90) day period or mutually agreed upon extension thereof, the right to strike shall be deemed waived unless thereafter the dispute is again processed in accordance with the provisions of paragraphs (a), (b) and (c), including re-authorization by the membership and the International Union of a strike regarding such dispute. In such event, it is understood that the sixty (60) day limitation of paragraph (a) above shall not apply.

(e) It is understood that at any time prior to the expiration of the aforesaid ninety (90) day period, the Union may refer the grievance to arbitration in accordance with the provisions of Article 5 of the Master Agreement in which case the right to strike hereunder shall be deemed waived.

(f) In the discussion and settlement of the grievances which are the subject of a strike notice, neither Party shall be required to bargain or act with respect to any other issue, grievance or dispute.

Nothing herein shall be construed to restrict any employee's rights under Section 502 of the Labor Management Relations Act, 1947, as amended.

~~SECTION 74~~SECTION 75

(a) The Company will continue to provide personal protective equipment (PPE) and special protective clothing as required **by the site's PPE hazard assessment (or equivalent) and industry practices. When PPE and special protective clothing is required the use is mandatory when employees perform work duties**. This equipment will be supplied at no cost to the employee. Once having received such equipment, the employee shall turn in the equipment to receive a replacement, except when beyond the employee's control. Such exceptions must be documented.

(b) All employees presently supplied with appropriate PPE and special protective clothing will continue to be supplied with at no cost to the employee. The Local Union shall be furnished a list of classifications and the locations of all employees who have been supplied with PPE and special protective clothing and shall have the right to request changes to the list. In applying this paragraph, appropriate fire retardant special protective clothing will be supplied to all welders performing gas, air or combination welding, who wear over such special protective clothing the leather sleeves and the leather aprons supplied by the Company. It is understood that, when provided as PPE, the use of the special protective clothing is mandatory while employees are performing duties.

(c) It is understood that employees shall wear ANSI-rated safety glasses with side shields, which will be supplied by the Company without cost to the employees and replaced without cost if they are broken. The Company will supply, without cost to the employee, prescription safety glasses with side shields, including bifocal and trifocal progressive lenses, when obtained through the 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. The employee will pay for eye examination, except where covered by the Vision Care Program.

(d) The Company will provide eligible employees (i.e. on the active payroll as of January 1st) **a one-time annual stipend**) for the purchase of ANSI approved safety shoes to be worn in all areas of the facility as required by the Company**. Effective the 1st pay period of January 2024, January 2025, and January 2026 the Company will provide $155 to eligible employees. Effective the 1st pay period of January 1, 2027 the Company will provide $160 to eligible employees through the end of the Agreement. Employees** will be paid on the first pay period every January. Employees hired after January 1st will receive the shoe allowance on their first pay period. The company will provide reimbursement for a second pair of safety shoes at the discretion of the acting Health and Safety Manager when the original pair of shoes has been subject to work-related damage beyond repair, and the employee submits the damaged shoes for exchange. **All reasonable efforts shall be employed to reduce/eliminate damage to safety shoes such as utilization of disposable shoes/boot covers.**

~~(d)~~(e) **During the term of this Agreement, the Company reserves the right to reinstate a safety shoe reimbursement program. If reinstated, the reimbursement process will be developed and mutually agreed upon by the Local Joint Leadership. If the members of the Local Joint Leadership cannot reach mutual agreement on the process, the Company retains final decision-making authority.**

~~SECTION 75~~SECTION 76

(a) SAFETY TALKS PROGRAM

Both parties share the view that safety talks will be a part of the Safety Program. These talks are usually conducted by supervision and serve the purpose of educating employees in safe work practices, encouraging awareness of workplace hazards and providing a mechanism for feedback to employees' safety concerns. The Facility Health and Safety Team will establish the frequency and monitor the effectiveness of the Facility Safety Talk Program. The Company agrees that Safety Talks are not a substitute for formal training programs but will be used to compliment such programs.

(b) SAFETY LOCKOUT PROGRAM

The Company will ensure that an effective lockout program is implemented in each facility consistent with OSHA Standards. In addition to OSHA regulatory requirements, the following will apply: 1.) Tags alone will not be used to isolate energy. Placards containing machine-specific lockout procedures, listing equipment needed and verification methods, will be posted on all machinery and equipment with multiple energy sources. 2.) Placards will also be posted on single energy source machines that have an energy isolation device that is not located in the immediate vicinity. 3.) Annual refresher training will be conducted. 4.) Audits will be performed on an annual basis to ensure compliance with the lockout program. 5.) Any additional elements identified in the Volvo Safety Directives relating to the Lockout/Tagout (LOTO) Procedure. The Facility Health and Safety Team is responsible for developing and modifying the program consistent with changing facility conditions and operations and OSHA standards. In addition, best practices, such as those incorporated into ANSI Z-244, and monitored power systems which comply with American National Standards for machine tools (ANSI B11.19) and manufacturing systems/cells (ANSI B11.20) will be reviewed and considered for incorporation into the program.

(c) EDUCATION

A joint effort will be directed toward the development of new and the expansion of existing training programs. The program will prioritize employees known to be at high risk to injury or illness, such as those in the skilled trades and maintenance classifications. Training required by regulation shall consist of both classroom and hands-on, where feasible. Such training will be scheduled with enough notice to provide ample opportunity to work around production schedules.

(d) HAZARDOUS MATERIALS / CHEMICALS REDUCTION AND CONTROL

Effective control of hazardous materials will serve to protect the employees of Mack and the surrounding communities. The Company is committed to the goal of continuous reduction in the use of hazardous materials / chemicals consistent with the Corporate Program. This will be accomplished through the implementation of a written program, which establishes a local Hazardous Material Review Program (HMRP). The process will involve appropriate engineering, environmental, purchasing, security and safety personnel. Local UAW Health and Safety Representatives will be included in the program. The local HMRP will define the hazardous material / chemicals approval process and emphasize ongoing efforts to identify safer substitutes for new as well as materials / chemicals currently in use. This includes hazardous materials / chemicals on incoming production parts. These efforts will be directed by the Facility Health and Safety team and are expected to reduce employee exposures and protect the environment. The Health and Safety Manager, or designee, will make a final approval determination based on the review of the SDS.

(e) ERGONOMICS

(1) It is the Company and Union's objective to establish and maintain an effective ergonomics program, appropriate to each facility, in order to control occupationally related musculoskeletal disorders. The Company recognizes its responsibility to support the Ergonomics Program by providing the necessary resources (e.g. training, economic tools) and leadership. All aspects of the Ergonomics Program will be jointly developed and administered.

(2) The Company recognizes that computerization of Worker's Compensation, medical visit and OSHA recordable data is an important step in the ergonomic process and will begin working toward that end. Union Health and Safety Representatives and appropriate members of the Ergonomics Committee will be provided access to the system.

(3) Joint Facility Ergonomics Committees

A Joint Ergonomics Committee will be established at each facility and at a minimum will meet monthly. At PDCs the Local Health and Safety Committee will serve as the Ergonomics Committee. Each Committee will be jointly co-chaired by the Company and Union. Each Committee will include appropriate Union and Company representatives and additional members from Facility/Maintenance Departments, Engineering, Medical and Tool and Equipment Procurement/Design. The Joint Ergonomics Committee will review employee injuries and illnesses to identify potential ergonomic risks and/or stressors, review ergonomic job analyses, evaluate the status of the facility's prioritized ergonomic-related risks and/or stressors job listing, recommend job improvements and oversee related ergonomics training. At risk jobs that have not been corrected within six (6) months of the ergonomics job analysis will be placed on the agenda of the facility Local Committee on Health & Safety and the action list for those jobs will be forwarded to the International Joint Committee for review.

(4) Job Evaluation

(i) The Parties will jointly select the method(s) of job analysis based on mutual agreement, such as the ACGIH hand activity level and TLV, 2016 ACGIH Upper Limb Localized Fatigue TLV, Volvo Ergonomics Screening Tool, RHOMERT recovery model for analyzing shoulder stress, NIOSH 1991 lifting model and three dimensional static strength prediction model, UAW Risk Factor Checklist and/or other mutually agreeable risk factor checklists will be included in the tools used to evaluate jobs with potential ergonomic risks and/or stressors. The use of outside contractors to perform job analyses will be considered jointly but will not reduce the duties of the local Health and Safety representative. A joint ergonomic job evaluation will be conducted within two (2) weeks of a OSHA Recordable ergonomic related injury or illness. Additionally, when mutually agreed upon, a joint job analysis will be conducted when an employee reports symptoms of an ergonomic injury, when the Company becomes aware of an ergonomic risk factor, when an Ergonomics Review Form is submitted and when major machinery and equipment changes are made. Employees performing jobs being analyzed will be asked to provide input on problem aspects of the job and potential corrective measures. Employees performing the job will be notified prior to job changes. Ergonomic job analyses and evaluations of work stations will be conducted, and recommendations for appropriate improvements made by Facility Health and Safety Supervisors, Union Health and Safety Representatives, Alternate Union Health and Safety Representatives, Engineers and others jointly designated by the Ergonomics Committee.

(ii) (ii) Ergonomic job evaluations will be entered into a computer database. The database will insure consistent recordkeeping, facilitate tracking of at risk jobs in need of improvement, and provide a convenient method to update evaluations after job changes or ergonomic improvements. Union

Health and Safety Representatives and appropriate members of the Ergonomics Committee will have access to the computer system.

(iii) Ergonomic design criteria and checklists will be jointly selected for use in job evaluation and the joint review of new equipment and processes.

(5) Job Improvements

Feasible engineering controls (job redesign) will be implemented as the preferred method to control ergonomic risk factors.

(6) Training

(i) An Ergonomics Awareness Training Program has been developed for all facility employees. This awareness training will be implemented every three (3) years. Employees will have the opportunity to submit recommendations to the Ergonomics Committee for the redesign of workstations and/or work assignments and receive feedback on their recommendations, prior to reconstruction of their area. The Ergonomics Committee will receive additional training including risk factor analysis on the use of the tools.

(ii) In addition to general ergonomics training, appropriate personnel, Industrial Engineers, and the Ergonomics Committee will be trained in job evaluation, design criteria and checklists used for equipment review.

(iii) The International Joint Committee will utilize the consultation of the International Union's ergonomic specialist when they deem it appropriate to aid the Local Ergonomics Committee as a resource.

(f) WORKING ALONE

The Company and Union agree that assigning an employee to work in an isolated location does not in and of itself create an unsafe condition. When such assignments involve work situations potentially hazardous to an employee, such work shall be in accordance with recognized safe work practices. Each Facility Health and Safety Team will review and list high hazard areas and jobs and develop Safe Operating Procedures (SOP). When an employee is required to work in an isolated area, precautions which might include two-way communication, periodic checks by the supervisor or guard force, adequate support personnel or other means, will be taken to monitor the well being of the employee. Additionally, the Company will exercise caution in the assignment of apprentices who may be less familiar with the hazards associated with certain tasks necessary to be performed in remote or isolated locations. The Company will make certain apprentices are knowledgeable of the potential hazards associated with performing work in these locations before assignment.

(g) CONFINED SPACE / PERMIT-REQUIRED CONFINED SPACE PROGRAM

The Company will assure that all work in permit-required confined spaces shall be conducted in accordance with OSHA standards, and may require activities, such as: air sampling, ventilation, communications systems, personal surveillance or adequate support personnel as appropriate to the hazard posed by the permit-required confined space to be entered. The Joint Safety Team at each location will identify all permit-required confined spaces and training will be provided in accordance with regulatory standards.

(h) NOISE ABATEMENT PROGRAM

The Company recognizes that noise induced hearing loss is a permanent and irreversible condition that affects the quality of an employee's life. Management is committed to reducing hazardous noise levels (i.e. >85dBA for 8 hour TWA) in the facilities. A comprehensive sound survey will be conducted at each facility where a potential for hazardous noise levels exist. The survey will identify the primary sources of noise and list feasible engineering controls to reduce exposure to an 8 hour TWA exposure level below 85 dBA. The Company will develop and implement a Noise Abatement Program at locations where 8 hour TWA noise levels exceed 85 dBA. The program will include an annual listing of noise reduction projects and specific machinery and equipment affected. The goal of the noise abatement program is to reduce the number of employees required to wear hearing protection as a result of exposures to hazardous levels of noise. The Local Committee on Health & Safety will review the noise abatement program each year. The Company will require suppliers to comply with a 78 dBA 8 hour TWA noise specification, where feasible, for new machinery, equipment and powered tools.

(i) OUTSIDE CONTRACTOR SAFETY PROGRAM

The Company will institute an Outside Contractor Safety Program. Management will conduct periodic inspections to ensure compliance. Contractor's found to violate health and safety regulation, Company safety procedures or state and federal standards will be advised and will be expected to implement corrective actions.

(j) FALL PREVENTION PROGRAM

The Company and Union will establish a Fall Prevention Program referencing industries' best practices, such as the ANSI Z-359 Fall Protection Code and other recognized standards. The Union Health and Safety Representative will survey employees to identify tasks that involve work at heights. Each task will be documented, prioritized and evaluated to determine feasible engineering controls. The Union Health and Safety Representative will submit a detailed report annually by the conclusion of the 1st quarter, which includes a list of tasks working at height, control measures utilized, and any residual risks identified, with recommendations for enhanced controls. Personal fall protection equipment will be made available when engineering controls are not appropriate to prevent falls. Procedures will be established to inspect, maintain and store personal fall prevention equipment. Affected workers will be trained on the proper use of this equipment and on the proper procedures for working at heights. Both Parties agree that installation of fall prevention systems and personal fall protection systems (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. Management will provide the necessary resources and support to make this program successful.

(k) EMERGENCY EVACUATION TRAINING

The Company will institute an annual training program for Emergency Evacuation Coordinators. Employees will be made aware of evacuation routes and procedures as part of the Safety Talk Program. To familiarize employees, the Company will test warning alarm systems and conduct an emergency evacuation drill on an annual basis.

(l) MACHINING FLUIDS CONTROL PROGRAM

The parties recognize that the Company has made great strides in the past few years in improving the plants' environment in machining areas. To continue this progress the parties agree to review best practices for both large machining cells and stand alone machines. The Company and Union will analyze the results of industrial hygiene sampling surveys of machining areas and develop appropriate engineering controls in continuing attempts to achieve and maintain exposure levels to total particulate mass of 0.5 mg/M3 (TWA) or less. Procedures and equipment proven to be effective in the study to reduce exposure will be utilized when major machine renovations are scheduled. The Company will consider machining fluid exposures when purchasing new equipment.

The Company agrees to work diligently toward the attainment of the current NIOSH Recommendations for "Occupational Exposure to Metalworking Fluids."

(m) UNION AND MANAGEMENT LEADERSHIP HEALTH AND SAFETY MEETING

The parties recognize the importance of leadership involvement in the safety process. As such, the parties agree to include top corporate management (or designee), top members of the International Union (or designee), the Local Unions' President, Chairpersons and Safety Representative and Company leadership in one joint meeting during the term of the contract. The International Joint Committee will be responsible for setting the agenda, location and date of the meeting. The goal of the meeting will be to review the status of the Company's health and safety program, compliance with contract provisions, and program implementation at each facility.

(n) PREVENTIVE MAINTENANCE

The Company has established a Preventive Maintenance Program at all facilities. An important element of the Company's preventive maintenance program is to conduct regularly- scheduled preventive maintenance on safety-related items such as, but not limited to eye washes and showers, **mechanical/engineered ventilation controls**, waste systems, safety devices, cranes and hoists, lifting devices, assembly line drive units, and powered material handling equipment. Members of the Local Committee on Health & Safety will periodically review the program and have access to all associated records.

The Company recognizes the importance of ventilation systems to maintain a safe and healthy environment, control air contaminants and reduce the risk of fires and explosions. Preventive maintenance programs will be implemented to insure that plant ventilation systems operate properly.

Any proposed change to the frequency of a safety related preventative maintenance task, on any piece of equipment must be reviewed and discussed with the Facility Health and Safety Team prior to implementation of the change.

(o) MEDICAL SERVICES

The Company will provide professional, quality medical care **at** each facility **where medical care is currently provided**. The Local Committees on Health & Safety will conduct an annual survey of employees to evaluate medical services. The results of the survey will be reviewed with the appropriate medical management staff and posted in the plant. In addition, the results from the medical survey will be forwarded to the International Joint Committee for review.

When a second or third shift operation would occur at any facility, the Company and Union will meet to discuss and review the feasibility of having a nurse or EMT**, or Trained MERT team member** staffed. This will also apply to Saturdays, Sundays and Holidays when employees are scheduled to work.

The Company will work towards providing sufficient MERT (Medical Emergency Response Team) coverage on all shifts. MERT will be equipped with radios, or other effective means (approved by the local Joint Health and Safety Team), for communication, special ID badges, paid training and other necessary equipment. There will be special emphasis on the second and third shifts to recruit new members who will be offered flexible training opportunities and shift meetings to accommodate schedules. Each location will develop and implement a procedure to identify MERT members in the facility on each shift. MERT members will be properly trained and certified as required.

Members shall attend or be afforded an opportunity to attend regularly scheduled training in order to maintain such certification. Every effort will be made to ensure that training is included in the annual training plan for each individual. Such training will be scheduled with enough notice to provide ample opportunity to work around production schedules.

(p) There shall be a properly trained Industrial Emergency Spill Response (IER) Team where required, and/or as deemed necessary by the Joint Health and Safety Team. Training shall include annual refresher training. Members shall be afforded an opportunity to attend all required training in order to maintain certification in accordance with their duties and/or level of responsibility.

(q) **Powered Industrial Vehicle Operation, Pedestrian *and Employee* Safety**

1. The parties agree to comply with OSHA regulatory requirements regarding powered industrial vehicle operation and pedestrian safety. **Because of the potential severity and magnitude of any incident involving powered industrial**

trucks, pedestrians and employees, both parties agree to pro-actively engage in and work jointly to correct contributing at-risk conditions and behaviors. In addition, **to** the requirements above, the parties agree that the use of any device to listen to or view any audio and/or video content increases the exposure risk for serious injuries **and** fatalities (SIF).As such, the use of these devices is **strictly** prohibited while operating a powered industrial vehicle.

This will apply to all employees, visitors and contractors who are walking in pedestrian aisle ways where powered industrial vehicles are present.

2. **In addition to the recognized exposure hazards mentioned above, both parties agree that the use of personal technological equipment in working areas may impede communication and cause dangers to an employee and others (e.g., collision with powered industrial vehicles, hearing audible or verbal warnings, etc.). To address these health and safety issues, the parties agree that the Company may establish reasonable policies and procedures relating to the use of personal technological equipment at work.**

ARTICLE 22 - PENSION PLAN

The Parties have provided for a Pension Plan by Supplemental Agreement, which is attached hereto as Appendix A and made a part of this Agreement as if set out in full herein.

No matter respecting the provisions of the Pension Plan shall be subject to the grievance procedure established in this Agreement, except as expressly provided for in the Pension Plan.

ARTICLE 23 - INSURANCE PROGRAM

The Parties have provided for an Insurance Program by Supplemental Agreement, which is attached hereto as Appendix B and made a part of this Agreement as if set out in full herein.

No matter respecting the provisions of the Insurance Program shall be subject to the grievance procedure established in this Agreement, except as expressly provided for in the Insurance Program.

ARTICLE 24 - SUPPLEMENTAL UNEMPLOYMENT BENEFITS PLAN AND SEVERANCE PAY PLAN

The Parties have provided for a Supplemental Unemployment Benefits Plan by Supplemental Agreement, which is attached hereto as Appendices and made a part of this Agreement as if set out in full herein.

ARTICLE 25 - TRANSFER TO OTHER FACILITIES

The understanding of the Parties concerning transfers to other facilities is set forth in Appendix D attached hereto and made a part hereof.

ARTICLE 26 - NO DISCRIMINATION

~~SECTION 76~~SECTION 77

With regard to employees covered by this Agreement, the Company and the Union agree that they will not unlawfully discriminate in any employment decisions, including but not limited to the recruitment, hiring, compensation, training and apprenticeship, promotion, upgrading, demotion, downgrading, transfer, layoff, discipline and termination, and all other terms and conditions of employment because of race, color, sex, gender, creed, religion, national origin, political affiliation, union affiliation, age, affectional or sexual orientation, gender identity or expression, marital status, disability, veteran status, citizenship status, genetic information or any other characteristic protected by federal or applicable state law.

~~SECTION 77~~SECTION 78

The Parties shall jointly work together to encourage all employees to use the established grievance procedure as the preferred remedy to handle claims of alleged discrimination.

~~SECTION 78~~SECTION 79

All references to employees in this Agreement, and wherever the male or female gender is used, it shall be construed to refer to any sex, gender, gender identity, and/or gender expression.

ARTICLE 27 - JOB SECURITY

~~SECTION 79~~SECTION 80

(a) No outsourcing of operations currently performed by the Office, Parts Distribution Center, Engineering or Shop bargaining units will occur during the term of this Agreement, with the following exceptions:

(1) The periodic purchase of certain parts and services of a nature and to the extent currently acquired from outside vendors on a temporary “as needed” basis due to capacity or production breakdowns which will not have a negative impact on employment at any of the Company plant facilities. When it becomes necessary to temporarily outsource operations on an “as needed” basis, management will make available the pertinent information to the Union when the need becomes known.

(i) When it becomes necessary to invoke this temporary outsource provision for breakdowns, the Company will diligently pursue every approach to correct the cause that gave rise to the need to temporarily outsource and do so in a manner that will return such work as soon as possible.

(ii) Work temporarily outsourced, for capacity reasons, will be returned to the appropriate bargaining unit when the conditions that gave rise to the need to outsource no longer exist.

(2) Sourcing decisions made utilizing the sourcing procedures set forth in Exhibits 2 and 3.

(i) National Sourcing Committee approval will be needed (with the exception of (ii), (iii) and (iv) below) if there is no agreement at the Local Sourcing Committee level or the sourcing decision in question impacts another bargaining unit covered by the Master Agreement.

(ii) National Sourcing Committee approval will not be needed if no employees will be laid-off as a direct result of the sourcing decision.

(iii) National Sourcing Committee approval will not be needed if employees who were hired on or after March 25, 2013 who are laid-off as a direct result of the sourcing decision are provided SUB and Hospital/Surgical/Medical/Rx Drugs/Dental benefits for up to fifty-two (52) weeks or their length of service, whichever is shorter.

(iv) National Sourcing Committee approval will not be needed if employees who were hired before March 25, 2013 who are laid-off as a direct result of the sourcing decision are provided:

(aa) if on voluntary layoff, SUB and Hospital/Surgical/Medi-cal/Rx Drugs/Dental benefits for the duration of their layoff or two (2) years, whichever is shorter; or

(bb) if on any other form of layoff, SUB benefits for the duration of their layoff or three (3) years, whichever is shorter, and Hospital/Surgical/Medical/Rx Drugs/ Dental benefits for the duration of their layoff or an additional fifty-two (52) weeks, whichever is shorter.

(v) The following provisions shall apply as pertains to layoffs as a direct result of a sourcing decision, as referenced in (ii), (iii), and (iv) above.

(aa) If there is to be a layoff as the direct result of a sourcing decision, voluntary layoffs shall first be solicited utilizing the canvassing procedure set forth in the appropriate Local Supplemental Agreement. If not enough volunteers are obtained via the voluntary layoff procedure, then the remainder of the required manpower reductions shall be obtained by Involuntary layoffs per the language in the appropriate Local Supplemental Agreement.

(bb) An employee who volunteers for layoff under (aa) above must remain on layoff for one (1) year, unless recalled earlier. After one year of layoff, there shall be another solicitation of employees for voluntary layoff utilizing the canvassing procedure set forth in the appropriate Local Supplemental Agreement (the initial volunteer is eligible to volunteer again).

The successful volunteer must remain on layoff for one (1) year at which point they will be recalled, unless recalled earlier. After completion of the two one-year terms of voluntary layoff, employee(s) will be involuntarily laid-off per the language in the appropriate Local Supplemental Agreement and be entitled to up to fifty- two (52) weeks of the appropriate benefits.

(cc) If an employee is laid-off as the direct result of a sourcing decision and then recalled to work, and subsequently laid-off within nine (9) months of the date of recall, they shall be considered to be on layoff as the direct result of a sourcing decision and shall be entitled to the balance of their benefits from their initial layoff period, if any.

(dd) If a sourcing decision occurs with no associated layoff, and a subsequent layoff occurs within six (6) months of the sourcing event, an amount of employees who are laid-off equal to the amount of jobs impacted by the sourcing decision shall be considered to be on layoff as a direct result of sourcing.

(3) Supplemental Sourcing agreements provided in: Local 677 Macungie Shop, Outsourcing Agreement, Letter #3, Macungie Cab Paint Agreement.

(4) Work outsourced pursuant to any agreement reached under the provisions of Letter #7 (Insourcing Opportunities).

(b)

(1) Should the Company decide to transfer bargaining unit work from one facility covered by the Master Agreement to another facility covered by the Master Agreement, the Company will provide ninety (90) days' advance written notice to the Union should the transfer result in a partial facility closure, or nine (9) months' advance written notice to the Union should the transfer result in a complete facility closure, in order to afford the Parties adequate time to discuss the applicability of Appendix D to the transfer. In circumstances where business conditions necessitate a more rapid transfer of the work, the Company and the Union may discuss an expedited transfer timeframe. The Parties agree to meet, however, during the life of this Agreement, as requested by either Party, to discuss and exchange pertinent information on contemplated transfer decisions in an effort to assure high quality and economically viable work for bargaining unit employees.

(2) In the event of a complete facility closure, after the effects bargaining, any employee who is not afforded the opportunity to transfer or does not accept any options that may be offered through the effects bargaining, shall be considered to be on layoff as the direct result of sourcing and receive SUB and Hospital/Surgical/Medical/Rx Drugs/Dental benefits per Section 77(a)(2)(iii) and (iv-bb).

(c) The Company will not close during the life of this Agreement any facilities at which work is being performed by UAW bargaining unit employees, with the exception of facility closures under the terms of (b) above.

It is understood that conditions beyond the control of the Company, e.g. act of God, may arise which could affect the Company's ability to comply with this Section. Should such conditions occur, the Company will discuss the situation with the Union before taking any action.

~~SECTION 80~~SECTION 81 SKILLED TRADES / MAINTENANCE CONTRACTING

(a) The Company will fully utilize its seniority employees in the skilled trades / maintenance / general maintenance classifications in the performance of maintenance and construction work and in the fabrication of tools, dies, jigs and fixtures normally and historically performed by them.

(b) Notwithstanding the above, Hagerstown, Macungie, and Middletown have developed lists of specific skilled trades/ maintenance/ general maintenance work within their local supplemental agreements that shall be exempt from the provisions of this Section.

(c) Nothing contained herein shall affect the right of the Company to continue arrangements currently in effect, nor shall the fulfillment of warranty obligations by vendors or the work which a vendor must perform to prove out equipment be limited. In situations where a warranty is involved or any lease contracts are involved, the Company will provide the Union with a complete copy of the warranty, contract and / or any lease contracts where applicable.

(d) Nothing contained herein shall be interpreted so as to limit the expansion of work regularly and customarily performed by said employees, but rather to provide an opportunity to expand and establish new levels of competence and operational effectiveness within the skilled trades and maintenance classifications.

(e) Through the application of (a) above, the term "fully utilize" shall be interpreted to mean that prior to any work being contracted out, the Company shall first utilize the employees in the skilled trades / maintenance / general maintenance classifications, consistent with skill levels, manpower requirements and competitiveness for the considered work. Furthermore, the term "fully utilize" shall also be interpreted to mean that the Company will not layoff or excess any skilled trades / maintenance / general maintenance employee, journeyman or apprentice with 3 or more years of training from the affected classification(s) as the direct result of the contracted work, or be required to recall from layoff any laid-off employee if the term of the contracted work is less than two days.

(f) Following the aforementioned requirements of (e) above, should it remain necessary for the Company to employ the services of an outside contractor(s), it will on each of the day or days the outside contractor(s) is performing either skilled trades, maintenance or general maintenance work, assign the number of employees necessary in the affected classification(s) an amount of overtime hours equal to the total number of hours the outside contractor(s) is performing or has performed either skilled trades, maintenance or general maintenance work. The Company shall determine the number of employees to whom the overtime hours shall be allocated. (For example, if an outside contractor(s) performs 24 hours of either skilled trades, maintenance or general maintenance work, the Company may work six employees in the affected classification(s) four hours of overtime, four employees six hours of overtime, or any other combination thereof that equals 24 total hours of overtime).

(g) In no event shall any seniority employee be laid off as a result of work being performed by any outside contractor on, within, or outside the facility.

(h) Consistent with the provisions of this Section, the Company agrees that should a subcontract be required, it will be temporary in nature and will not have a negative impact on employment.

(i) When the contracting of work is being considered, the Company **will** withhold taking action, in order to provide the Union a reasonable opportunity for discussion of the matter.

(j) A "reasonable opportunity" for the Union discussion shall mean a period fixed by written notice to the Union of not less than **fourteen (14)** working days, unless an emergency should arise.

(k) After receipt of notification in (j) above, the parties will meet and discuss why management is contemplating contracting out the work. The Union will be entitled to include as participants in the meeting an employee of the affected craft. The parties will discuss the reasons, which include: equipment, manpower, skills and time constraints. During the meeting, the Company will provide to the Union a copy of the proposed contract submitted for bid consideration including the contractor's warranty and the contractor's proposed start and end date. Following the meeting, the Company will provide to the Union a completed version of form WWW27 describing what was discussed and/or agreed upon.

(l) It is understood that the provisions of this Section shall be applicable to facilities leased by the Company unless the Company provides to the Union a complete copy of the lease agreement / contract between itself and the Lessor which identifies specifically the Lessor's total responsibilities for repairs, maintenance and or construction work on the leased facilities. Any of the aforementioned work not identified in the lease agreement as the Lessor's responsibility will be subject to the provision of this Section.

(m) For the purpose of this Section, the Parties agree that:

(1) The term outsourcing does not apply to the skilled trades, maintenance, or general maintenance classifications; and

(2) The terms subcontracting, outside contracting, and contracting as used herein are synonymous and are the only terms the Parties will apply with regard to the provisions of this Section.

~~SECTION 81~~SECTION 82 ENGINEERING CONTRACTING

(a) It is the policy of the Company to use its own employees as much as possible in the performance of work covered by this agreement consistent with such considerations as efficiency, economy, quality, governmental, customer or time requirements and with regard for the interests of affected employees.

(b) In no event shall any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on or within the Engineering facility.

(c) The Company agrees that should such subcontracting be required, it will be temporary in nature and will not have a negative impact on employment.

(d) Problems arising out of implementation of the foregoing policy shall be handled in accordance with Section 80 below.

~~SECTION 82~~SECTION 83

A. The parties agree that all work normally and customarily performed by qualified Engineering Group employees which is performed outside of the Engineering facilities by non-Engineering Group employees will be considered an outsource and will be controlled by Section 77 of Article 27.

B. The parties agree that all work which is performed "in house", that is, on or within any of the Engineering facilities, will be considered an "outside contract" and subject to the terms of Sections 79, 80, 81, and 82 of this Article. Should the Company bring an outside contractor to work within any engineering facility it may do so provided that:

1. All laid off employees within affected classifications are recalled,

2. No engineering group employees within the affected classifications will be laid off as the result of the outside contracting,

3. All bargaining unit employees in the affected classifications will be offered a reasonable amount of overtime during the entire period an outside contractor is on or within the facility,

4. Recognized local practices relating to outside contacting shall continue.

~~SECTION 83~~SECTION 84

(a) The matters covered by Sections 80 and 81, to the extent applicable shall be carried out through discussion with the President of the Local Union, Engineering / Office Chairperson, and the appropriate Committeeperson(s) and a designated representative(s) of the Company.

(b) Meeting shall be held, only when requested by the Union, when problems related to this Article arise at a time and place arranged by the Union.

(c) Where the Union concludes that non-confidential Company data is necessary and relevant to the discussions, the Company shall make such data available to the Union upon its request.

~~SECTION 84~~SECTION 85

It is expressly understood that the question of the Company's compliance with the provisions of Section 78, 79, 80 and 81 above shall be subject to the grievance and arbitration procedures under Article 5 of the Master Agreement and local Supplemental Agreement(s).

ARTICLE 28 - GENERAL

~~SECTION 85~~SECTION 86 SEPARABILITY

If any part of this Master Agreement or its Local Supplemental Agreements is held invalid due to existing or future federal or state legislation, the remainder of this Master Agreement and its Local Supplemental Agreements shall not be affected thereby.

~~SECTION 86~~SECTION 87 JURY DUTY / WITNESS SERVICE

(a) Any employee who has completed his probationary period and is subpoenaed and reports for jury duty or witness service in a court of record, including that performed on the employee's behalf, or who reports for pre-jury duty examination by the court or administrative governmental agency shall be eligible for jury / witness pay except that absences resulting from:

(1) witness service resulting from another employer, or

(2) attendance in court or a hearing before a Judge or Magistrate or other civil office on his own behalf or on behalf of a minor child in cases involving motor vehicle violations, child support, child custody, adoption, foster care, marital separation / divorce proceedings or arrests for breaking the law do not qualify the employee for jury duty/witness service pay regardless of a Subpoena, Summons or Show Cause Order for such attendance.

(b) The Company's payment for such eligible duty, when added to the daily jury or witness fee (excluding expense and transportation allowances) paid by the court or agency and wages, if any, earned by the employee from the Company for that day, shall equal the amount of wages (excluding shift premium but including the cost-of-living allowance) the employee otherwise would have earned by working during straight time hours for the Company on that day. The amount shall be computed based upon the straight time wage rate paid at the time of service for each day partially or wholly spent in performing such duty if the employee otherwise would have been scheduled to work for the Company and does not work.

(c) In order to receive payment under this Section, an employee must give the Company prior notice and documentation indicating that such employee has been summoned or subpoenaed for such required attendance and must furnish satisfactory evidence that said duty or witness service was performed on the days for which the employee claims such payment.

(d) An employee's absence due to a subpoena, summons or a show cause order will be deemed to be an excused absence only if the above documentation requirements are fulfilled and timely presented to the Company and where the employee's failure to appear on the requested date could result in contempt of court, arrest, criminal charges, fines or imprisonment of the employee.

~~SECTION 87~~SECTION 88 BEREAVEMENT

(a) Five (5) Day Bereavement: When death occurs in the employee's immediate family: employee's spouse, parent, **brother, sister,** child, stepchild or stepparent (who raised and supported the employee), the employee shall be excused for up to five (5) consecutive normally scheduled work days (excluding Saturdays, Sundays, holidays and vacation of one week or less).

(1) Three (3) Day Bereavement: When death occurs in the employee's family: **stepgrandparent**, stepbrother, stepsister, grandparent, great grandparent grandchild, parent of current spouse, stepparent of current spouse, grandparent of current spouse, the employee shall be excused for up to three (3) consecutive normally scheduled work days (excluding Saturdays, Sundays, holidays and vacation of one week or less).

(2) In order to be eligible to receive pay for excused bereavement days as provided in paragraphs (1) and (2) above, the employee will notify the company of the desired days to be taken off. In those circumstances where the funeral or memorial service of an immediate family member is postponed or delayed, the Company will permit the employee to split the eligible bereavement period into two separate and distinct periods; one immediately following the date of death and the other inclusive of the date of the funeral or memorial service.

(b) If an employee works overtime on a weekend during a bereavement period, the employee shall receive no subsequent bereavement leave (excluding the use of (a)(3) above or (f) below).

(c) The employee shall receive pay for any excused scheduled days of work (excluding Saturdays and Sundays, or, in the case of seven day operations, the sixth and seventh days of the employee's scheduled workweek) provided the employee attends the funeral.

(d) Payment for each day of bereavement shall be made at the employee's regular straight time hourly rate excluding night shift premium, overtime, and premium pay on the last day worked. Time thus paid will not be counted as hours worked for purposes of overtime.

(e) If the death occurs during a scheduled vacation of one (1) week or less, the employee shall have the option to receive pay in lieu of the vacation or to take the vacation at a later date. If the death occurs during a period of time off of greater than one (1) week (such as a period of vacation, shutdown, down weeks, Christmas shutdown or a combination thereof), the employee shall be paid for the bereavement period in lieu of taking the time off at a later date.

(f) In the event a member of the employee's immediate family, as herein defined, dies while in the active service of the United States, the employee may, should the funeral be delayed, postpone the use of one day of the bereavement period of up to three (3) or five (5) days, as the case may be, to permit him to attend the funeral.

(g) In the event the remains of a member of the employee's immediate family, as herein defined, is not buried in continental North America solely because the circumstances of the death has resulted in the physical destruction of the body or the body has been donated to an accredited North American hospital or medical center for research purposes, the requirement that the employee attend the funeral will be waived.

~~SECTION 88~~SECTION 89 TUITION REFUND

(a) The Company offers and administers a tuition refund program under which employees having seniority and in active service, who satisfactorily complete after hour courses, approved by the Company at appropriate educational institutions, receive the full amount of the tuition, books and fees paid (less tax deductions), up to a total calendar year limit of $7,500, upon satisfactorily completing the approved course. The processing of the tuition request shall not be unduly delayed at the originating facility and such approval or disapproval of the request shall be made by the Corporate Labor Relations Department. The subsequent layoff of the employee who has previously received the Company's initial written approval of the course or who has commenced the approved course will not affect the reimbursement of the course, if otherwise eligible.

(b) The educational institution may be any accredited college, university, correspondence school, secondary school, business, trade or vocational school.

(c) Courses selected by the employee under this Plan will be considered acceptable if they meet one or more of the following conditions:

1. They are job-related -- that is, they will tend to improve the employee's performance on the current job; or

2. They are a part of a curriculum leading to a degree in a field which is job-related; or

3. They will help prepare the employee for future assignments with the Company for which the employee might reasonably be expected to qualify; or

4. They are courses taken to complete the requirements for a grammar school certificate or high school diploma; or

5. They are basic education courses designed to provide an elementary level of competency in reading, writing and mathematical skills; or

6. They are courses of instruction directed towards qualifying an employee as an apprentice in Company-related skilled trades.

(d) The Company has also agreed to provide a Tuition Reimbursement Program for laid off employees which will provide a maximum of one thousand five hundred dollars ($1,500) per year for trade, business, or vocational school training. Employees will qualify for this tuition reimbursement based on the criteria established above. However, tuition reimbursement will be permitted for any reasonable vocational or technical purpose, subject to Company approval, on a case-by-case basis.

(e) The Parties have expressed a joint commitment to contact the educational, vocational or technical institutions referenced above in an effort to develop a deferred tuition payment plan. Payment of tuition and fees to the institution will, however, continue to be the employee's responsibility with reimbursement to the employee after successful completion of the course.

~~SECTION 89~~SECTION 90 EROSION OF BARGAINING UNIT

The Company will not reassign bargaining unit work unreasonably, arbitrarily or capriciously so as to erode any bargaining unit covered by this Master Agreement. Any claim or grievance by the Union alleging the reassignment of bargaining work so as to erode any bargaining unit covered by this Master Agreement shall be taken up directly with the designated representative at the facility where the claim or grievance arises, and the parties shall attempt to resolve the issue.

If such claim or grievance is not satisfactorily settled or withdrawn by the Union, the matter shall be referred to the review step for disposition in accordance with Article 5 of the Master Agreement.

If the parties at the review step are unable to resolve such claim or grievance, the matter may be submitted to arbitration. If the arbitrator determines that the Company has reassigned bargaining work in violation of the first paragraph above, the arbitrator shall be empowered to direct that the work be returned to the bargaining unit. The arbitrator shall not, however, be empowered to assign to the bargaining unit any work which has not been conclusively demonstrated as previously being performed by bargaining unit personnel.

~~SECTION 90~~SECTION 91 JOINT EDUCATION AND TRAINING COMMITTEE

In an effort to develop and maintain appropriate training and educational programs, the parties agree to continue programs and practices as defined in local contracts.

~~SECTION 91~~SECTION 92 PHYSICAL EXAMINATIONS

Employees on the second and third shifts who are required to take physical examinations shall be compensated for time so spent, provided they appear for such physical examination at the time specified by the Company and provided, further, that such compensated hours shall not be utilized in any manner for overtime premium purposes.

~~SECTION 92~~SECTION 93 NON-FELONIOUS INCARCERATION

In the event an employee is detained in a jail on any non-felonious charge, the employee shall not be automatically discharged by reason thereof, but the employee's case shall be reviewed on its merits taking into consideration all the circumstances, to determine whether or not a leave of absence for the period of detention shall be granted.

~~SECTION 93~~SECTION 94 COMPANY RULE CONFLICT

In the event that the Company's rule books or other rules conflict with the provisions of this contract, this contract shall control.

~~SECTION 94~~SECTION 95 EMPLOYEE ORIENTATION

The parties agree to continue and expand the Employee Orientation Program which is to be developed and administered jointly. When such program is shown to new employees, the Union will be afforded the opportunity to participate in its presentation by having one of its existing paid Union representatives present. Such presentation will not be on Company time.

~~SECTION 95~~SECTION 96 SUPPORT FOR LOCAL EFFORTS TO COMBAT ALCOHOL AND DRUG ABUSE

The Parties agree that the problems of alcohol and drug abuse are being handled in various ways at each of the operations covered by this Master Agreement and each such local program was found to be substantially effective. It is mutually agreed that such programs shall be continued during the term of this agreement.

~~SECTION 96~~SECTION 97

Additional specific provisions of a general nature are contained in the respective Local Supplemental Agreements.

ARTICLE 29 - POSTING CONTRACT

Management will provide a**n electronic version and a** sufficient number of printed copies of the Master Agreement to each of the Local Unions covered by this Agreement for distribution to each represented employee**, in a reasonable timeframe**. The Parties will jointly proof read the Agreement prior to printing to assure accuracy.

ARTICLE 30 - SUCCESSORS

This Agreement shall be binding upon the employer's successors, assigns, purchasers, or transferees whether such succession, assignment or transfer be affected voluntarily or by operation of law; and in the event of the employer's merger or consolidation with another company or companies, this Agreement shall be binding upon the merged or consolidated company.

The employer further agrees to make a condition of any sale, merger, reorganization, transfer or assignment that the buyer or transferee will assume the existing collective bargaining agreement as a condition of such sale, transfer or assignment. The Parties further agree that in the event of

Article 30 any dispute regarding the application of this language, the employer will agree to expedite arbitration such that a final and binding award can be rendered prior to any such sale, merger, reorganization or transfer.

ARTICLE 31 - DURATION

~~SECTION 97~~SECTION 98

Except as otherwise provided for in this Master Agreement or in the various Local Supplements, the effective date of these Agreements shall be the 1**5**th day of **November,** 2023. This Master Agreement and its Local Supplemental Agreements shall continue in full force and effect until 11:59 p.m., October 1, 202**8**.

These Agreements shall continue in effect for successive yearly periods after October 1, 202**8,** unless notice is given in writing by either Party not less than sixty (60) days prior to October 1, 202**8**, or any one (1) year anniversary date thereafter, of its desire to modify, amend or terminate these agreements. If such notice is given by either Party, this Agreement shall be open for modification, amendment or termination, as such notice may indicate during the sixty (60) days prior to October 1, 202**8**, or the subsequent one (1) year anniversary date, as the case may be. Upon receipt by either Party of the written notice provided for above, the Parties shall promptly arrange a mutually agreed upon date to commence negotiations pursuant to any such written notice. Written proposed changes with respect to the Master Agreement and Local Supplemental Agreements shall be given by either Party on the date of the commencement of those negotiations.

~~SECTION 98~~SECTION 99 CONDUCT OF NEGOTIATIONS

Negotiations pursuant to Section 95 above shall be conducted in accordance with the applicable provisions of Subsections (a), (b) and (c) below and any new agreements between the Parties resulting therefrom shall not be binding or effective unless reduced to writing and signed by the Parties designated in Subsections (a), (b) and (c) below.

(a) Master Agreement

Amendments to this Master Agreement or new agreements affecting same or adding to same shall be negotiated by the Top Negotiating Committee of the UAW Mack Truck Council, International representatives of the Union and representatives of the Company, and shall be signed by the Corporate Director of Employee and Labor Relations of the Company, the members of the Top Negotiating Committee of the Council, and the Director of the UAW Mack Truck Department.

(b) Local Supplements

With respect to Local Supplemental Agreement issues negotiated locally in accordance with the provisions of Section 95 of this Article, resulting modifications in such Local Supplemental Agreements or any negotiated by the respective Local Union representatives who are members of the Top Negotiating Committee of the Council (who may have the assistance of International representatives of the Union) and representatives of the

Company, and shall be signed by the Company's local Human Resources Manager and such Local Union representatives.

(c) Unsettled Issues of Local Supplemental Agreements With respect to any Local Supplemental Agreement issues which are not settled through local negotiations and which, therefore, are negotiated jointly along with the Master Agreement issues in accordance with the provisions of Section 95 of this Article, resulting modifications in such Local Supplemental Agreements or new agreements affecting same or adding to same shall be negotiated and executed in accordance with (a) above.

~~SECTION 99~~SECTION 100 MODIFICATION OF MASTER AGREEMENT DURING LIFE OF AGREEMENT

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

(b) This Agreement contains the entire understanding, undertaking, and agreement of the Company and the Union, after exercise of the right and opportunity referred to in the first sentence of Section 1 above, and finally determines and settles all matters of collective bargaining between the parties for its term. Any changes to this Agreement or any changes to any other terms and conditions of employment not covered or contemplated by this Agreement during its term, whether by addition, waiver, deletion, amendment, or modification, must be reduced to writing and executed by the Company's Corporate Director, Employee and Labor Relations and the designated International Representative to be enforceable.

(c) The waiver of any breach, term or condition of any of the provisions of this Agreement by either Party does not constitute a precedent or past practice for any future waiver or enforcement of such breach.

(d) The above provisions shall not restrict the Parties from addressing operational issues on a non-precedent setting basis as provided for in Letter of Agreement #15 or from addressing Insourcing Opportunities as provided for in Letter of Agreement #7.

~~SECTION 100~~SECTION 101 MODIFICATION OF LOCAL SUPPLEMENTAL AGREEMENTS DURING LIFE OF AGREEMENT

Modifications in the Local Supplemental Agreements or new agreements affecting or adding to same, other than those referred to in (b) and (c) in Section 976 above, and which occur during the term of such Local Supplemental Agreements, shall be negotiated by the respective Local Union

Committee and respective Local facility management representatives, and shall be signed by the Company's local Human Resources Manager and the members of the respective Local Union Committee. This provision shall not restrict the Parties from addressing operational issues on a non-precedent setting basis as provided for in Letter of Agreement #15 or from addressing Insourcing Opportunities as provided for in Letter of Agreement #7.

ARTICLE 32 - PROFIT SHARING PLAN

The understanding of the Parties concerning the Profit Sharing Plan is set forth in Appendix 'E' attached hereto and made a part hereof.

ARTICLE 33 - LEGAL SERVICES PLAN

The understanding of the Parties concerning the Mack Legal Services Plan is set forth in Appendix F attached hereto and made a part hereof. No matter respecting the provisions of the Legal Services Plan shall be subject to the grievance procedure established in this Agreement, except as expressly provided for in the Legal Services Plan.

ARTICLE 34 - 401(k) Plan

The understanding of the Parties concerning the Mack-UAW 401(k)Plan is set forth in Appendix "G" attached hereto and made a part hereof.

EXHIBIT “1”

AUTHORIZATION FOR CHECK-OFF OF DUES

(Does not apply to the Jacksonville Units. For those Units, see Exhibit “1-A”).

TO: Mack Trucks, Inc.

I hereby assign to Local Union No.______, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me, any Settlement Bonus, any payments made under the Profit Sharing Plan, any regular benefits paid under the Supplemental Unemployment Benefits Plan or any back pay awards for time lost from work as a result of a disciplinary suspension or discharge (hereinafter referred to collectively as “pay”), in each case as your employee (in my present or in any future employment by you) such sums as the Financial Officer of said Local Union No.______, may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay, and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect. This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union, whichever occurs sooner.

This authorization is made pursuant to the provisions of Section 302 (c) of the Labor Management Relations Act of 1947 and otherwise.

Contributions or gifts to the UAW are not deductible as charitable contributions for Federal Income Tax purposes.

____

(Signature of Employee Here)

(Address of Employee)

____

(Type or print name of employee here)

____

(City) (State) (Zip Code)

____

(Employee’s Badge No.)

EXHIBIT “1-A”

AUTHORIZATION FOR CHECK-OFF OF DUES

(Applies to the Jacksonville Units.)

TO: Mack Trucks, Inc.

I hereby assign to Local Union No._______, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me, any Settlement Bonus, any payments made under the Profit Sharing Plan, any regular benefits paid under the Supplemental Unemployment Benefits Plan or any back pay awards for time lost from work as a result of a disciplinary suspension or discharge (hereinafter referred to collectively as “pay”), in each case as your employee (in my present or in any future employment by you) such sums as the Financial Officer of said Local Union No.______, may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the Constitution of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay, and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect. This assignment, authorization and direction may be revoked at any time.

This authorization is made pursuant to the provisions of Section 302 (c) of the Labor Management Relations Act of 1947 and otherwise.

Contributions or gifts to the UAW are not deductible as charitable contributions for Federal Income Tax purposes.

____

(Signature of Employee Here)

____

(Address of Employee)

____

(Type or print name of employee here)

____

(City) (State) (Zip Code)

____

(Employee’s Badge No.)

Exhibit #2 – Sourcing Procedure

(a) At the time the Company decides to conduct a formal study of a matter that may be subject to the Sourcing Process the affected UAW Sourcing Committee will be advised of the study.

(b) At the time the study is completed it will be provided to the UAW Sourcing Committee. Completed formal studies of matters that may be a subject of the Sourcing Process will contain all of the relevant data considered by Management in arriving at a decision. Generally, the relevant information provided will include, as applicable, material, labor, capital requirements, tooling costs, and warranty considerations. Reasonable requests for additional information will be provided in a timely manner.

(c) Within two weeks of the receipt of the study, the Local Sourcing Committee will provide a response to the sourcing question.

(d) In the event the UAW Sourcing Committee has a matter they wish to have considered in the Sourcing Process; the matter will be presented to the Management Sourcing Representative and considered for study. In the event management does not believe the matter warrants an expenditure of resources for a complete study the UAW Sourcing Committee will be advised in writing, within six (6) weeks. At the time management determines a study to be viable, the union will be provided an estimated time for completion. In the event the UAW Local Chairperson wishes to pursue the matter further, the available venue to address the matter is with the UAW Mack Department Administrative Assistant.

(e) The facility Human Resource Manager is the responsible party to assure the Sourcing Process as described herein and the language of Article 27, Section 77 (a) is not violated.

(f) The UAW Mack Department Administrative Assistant and the Mack Trucks Director Employee and Labor Relations are committed to holding sessions with a frequency sufficient to assure expedient resolution of the matters for which they are responsible. Unresolved issues will be referred to the National Sourcing Committee.

(g) Certain sourcing matters will be solely within the purview of the UAW Mack Department Administrative Assistant and the Mack Director Employee and Labor Relations. Unresolved issues or issues involving more than one facility will be referred to the National Sourcing Committee.

(h) This process should allow the Local UAW Sourcing Committee to become involved in value added activities to improve operations.

The National Sourcing Committee's approval is needed to outsource any proposal in dispute.

Exhibit #3

SOURCING

A. NATIONAL SOURCING COMMITTEE

1. UAW – 2 representatives from UAW International – Mack Trucks Department and Macungie and Hagerstown Shop Chairpersons and Presidents.

2. Mack Trucks, Inc. – Director, Employee & Labor Relations and four (4) Company representatives appointed by him.

3. In the event a matter comes before the National Sourcing Committee from a bargaining unit that is not normally represented on the committee, an active employee from the bargaining unit in question would be appointed by the Director of the UAW-Mack Trucks Department to join the National Sourcing Committee on an ad hoc basis in its consideration of the matter. Likewise, the Company will appoint an individual from the location in question to join the National Committee on an ad hoc basis to consider the matter.

B. LOCAL SOURCING COMMITTEES

1. Macungie, Hagerstown, Parts Distribution Centers, Office and Engineering Sections and Remanufacturing Center

2. UAW – The President and Chairperson of the respective units shall function on an "as needed" basis to accomplish the scope of responsibility as set forth for the local sourcing committees in Section D below.

3. Mack Trucks, Inc. – a sourcing representative will be assigned by the Company at all Master Agreement bargaining unit locations involved insourcing initiatives to work with their UAW counterparts. The management sourcing representative may assign various duties to the appropriate staff to support the process.

C. OBJECTIVES

1. Growth and viability for the Company and the Union

2. All decisions of the National Committee or Local Committee will be based on present and future ramifications.

D. SCOPE OF RESPONSIBILITY

1. Local Committees

   a. Refer to Exhibit 2

2. National Committee

   a. National committee approval will be needed if:

1. there is no agreement at the Local Sourcing Committee level, or

2. the sourcing decision in question impacts another bargaining unit covered by the Master Agreement

    a. National Committee will support the activities of the Local Committees, as needed

    b. National Committee will hold annual meetings and keep the Company, Local Union and International Union informed of subjects of discussion and results.

IN WITNESS WHEREOF, the parties have executed this MASTER AGREEMENT **to be effective as of** this **15**th day of **November, 2023.**

FOR THE INTERNATIONAL UNION:

Shawn Fain
President of the UAW and Director of
Heavy Truck Department

David Snyder
Assistant Director
UAW Heavy Truck Dept.

Douglas Irvine
International Rep
UAW Heavy Truck Dept.

Dave Perkins
International Rep
UAW Region 8

Craig Stout
International Rep
UAW Region 8

Kevin Fronheiser
International Rep
UAW Region 9

Jimmy Marsh
International Rep
UAW Health and Safety Dept

Deron Blakely
International Rep
UAW Social Security Dept

Bob Mikulan
International Rep
UAW Strategic Research Dept.

FOR THE COMPANY:

Holly Ann Georgell, Esq.
Director, Employee & Labor Relations

Kelley Baker
Vice President
Volvo Group Trucks, Operations

Bruce Keller
Vice President
Business Control

Curt Youngdale
Director, Human Resources

Sara Golden
Director, Human Resources

Matt Hanegraaf
Manager, Labor Relations

Francis Gasinu
Human Resources Business Partner

Eanne Gillon
Director, Benefits

Rick Robinson
Director, Health, Safety & Environment

FOR LOCAL No. 677
President- Scott Wolf
Chairperson- Marc Trezza
OBU/EBU Chair- Dave Durgin
Committeeperson- Dan Hand
Committeeperson- Michael Kalusky
Committeeperson- Russell Jones
Reman Chair- Alan Keefer Jr.

FOR LOCAL No. 171
President- Bob Keller
Chairperson- Ron Dietz
Office Chair- Kati Albert
Reman Chair- Jackie Hinchman
Committeeperson- Brian Sprankle
Committeeperson- Todd Blake
Skilled Trades- Timothy Teach

1247 – HAG. ENG.
President- Brad Houck
Chairperson- Mark Bair
Alt. Chairperson- Jason Kline

2301 - BALTIMORE
President- James Swann
Committeeperson- Ron Sheffield

2420 - JACKSONVILLE
President- Cassandra Williams

MASTER LETTERS OF AGREEMENT

Letter #1

Revised: June 1, 2009
Reissued: **November 15, 2023**

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Equal Employment Opportunity

Dear Mr. **Snyder**:

Over the years, the Company and the Union have demonstrated leadership in developing policies and putting them into practice to overcome discrimination because of race, sex, age, physical handicap, political or religious affiliations, and national origin. Our discussions in this area have recognized that the Parties need to maximize our adherence to the law and the concept of equal opportunity in all aspects of employment.

Discussions during these negotiations highlighted the desirability of increased communication and cooperative effort on this subject to encourage employees to secure the prompt resolution of all claims of the denial of equal opportunity rights, and to determine the cause of such claims in order to reduce the probability of these claims arising or recurring, and for the following purposes: (a) To increase understanding, (b) To avoid multiplicity of litigation in many forms simultaneously which is frequently time consuming, contradictory and hence non-productive in relieving employee problems, (c) To seek solutions to mutual problems, (d) To exchange information, expertise and advice.

Accordingly, the Parties agreed to establish the following Equal Employment Opportunity Committee(s):

The Joint Corporate/International EEO Committee will be composed of two (2) representatives of the International Union and two (2) representatives of the Company.

The Joint Corporate/International Committee will meet as frequently as is mutually deemed desirable or necessary and its functions shall be the following:

A. Explore affirmative concepts and programs that will enhance equal employment opportunity.

B. Review and discuss ways and means of encouraging employees and grievance representatives to resolve claims of equal opportunity rights.

C. Advise and counsel Local Equal Employment Opportunity Committees at operations covered by the Master Agreement.

Such Local EEO Committees shall be composed at each location of two (2) representatives of the Company and two members from the respective Local Union.

Local EEO Committees will meet quarterly or as frequently as is mutually desirable or necessary, and shall have the following functions:

A. Recommend to the Joint Corporate/International Committee ways and means of promoting equal opportunity rights.

B. Recommend action with respect to specific instances of practices in order to minimize complaints alleging such claims.

C. Suggest guidelines for Union and Company representatives' action in the proper, prompt handling of complaints, including the employee's right to privacy.

D. To review copies of all written complaints involving discrimination filed by employees in the bargaining unit. The Human Resources Manager will furnish copies of such complaints to the Committee and advise them of the results of the Company's investigation including its assessment of any violation or non-violation of the law and any pending discipline.

The Parties continue to recognize their legal and moral responsibility for ensuring that all Company employees have equal employment opportunities and freedom from discrimination as set forth in the Agreement. All such employee complaints shall be reported by them to the location's Human Resources Department.

Consequently, the function of the Joint Corporate/ International Equal Employment Opportunity Committee and Local EEO Committees shall be advisory, consultative and cooperative. While the Company and the Union will welcome the recommendation of the Committees, the Committees may not commit either Party to a specific course of action. Furthermore, the Union agrees that it will discourage its members from bypassing the internal complaint procedure with respect to any claim or complaint against the Company. However, an employee who is disciplined by the Company as the result of its investigation may file a grievance protesting the appropriateness or reasonableness of that discipline.

Provisions for payment to Union members of the Local E.E.O. Committee for attending E.E.O. Committee meetings are contained in the appropriate Local Supplemental Agreements.

Very truly yours,

Holly Ann Georgell, Esq.
Director Employee & Labor Relations

Letter #2

Revised: June 1, 2009
Reissued: **November 15, 2023**

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Federal Health Security Act

Dear Mr. **Snyder**:

This confirms our understanding that, notwithstanding Article III, Section 9 of Appendix B, if during the term of the collective bargaining agreement between the Company and the Union signed today, any national health insurance act (other than a Workers' Compensation or occupational health law) is enacted or amended to provide hospital, surgical, medical, prescription drug, dental or vision benefits for employees, which in whole or in part duplicate or may be integrated with the benefits under the Program, the benefits under the Insurance Program shall be modified in whole or in any part, so as to integrate or so as to eliminate any duplication of such benefits with the benefits provided by such federal law. This integration shall be designed to maintain such integrated benefits as nearly comparable as practicable to the benefits provided in the Insurance Program. Such integration shall not result in persons covered under the Program having to pay deductibles or copayments for Insurance benefits which they would not otherwise pay under the insurance program.

If any such federal law is enacted or amended, as provided in the paragraph above, the Company will pay, beginning with the date benefits under such law become available and continuing through October 1, 2016, any premiums, taxes or contributions that employees who are eligible for Company-paid coverage under the Insurance Program may be required to pay under the law for benefits which may be integrated with the Insurance Program. This includes payments that are specifically earmarked or designated for the purpose of financing the program of benefits provided by law, in addition to any premiums, taxes or contributions required of the Company by law. If such premiums, taxes or contributions are based on wages, the Company will pay only the premiums, taxes or contributions applicable to wages received from the Company. Any savings realized by the Company from integrating or eliminating any duplication of benefits provided under the Insurance Program with the benefits provided by law, shall be retained by the Company.

These understandings are conditioned on the Company obtaining and maintaining such governmental approvals as may be required to permit the integration of the benefits provided under the Insurance Program with the benefits provided by any such law;

otherwise the Company and the Union shall meet and develop an acceptable alternative to accomplish the intent of this letter for the remaining term of the agreement.

Very truly yours,

Holly Ann Georgell, Esq.
Director Employee & Labor Relations

Letter #3

Revised: October 2, 2016

Reissued: November 15, 2023

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: National Executive Committee

Dear Mr. **Snyder**:

The parties to this agreement recognize that the long-term viability of the Company is essential to ensure employment opportunities and job security for the maximum number of employees within the Company. In order to work toward these mutual objectives in an environment which fosters cooperation and understanding between all interested parties, the Company and the Union have agreed to form a committee made up of eight members of which four will be appointed by the Director of the UAW Mack Trucks Department (Vice President of Heavy Truck Department UAW, the Administrative Assistant, the National Servicing Representative, and the Regional Servicing Representative for the area and/or designated expert, if needed) and four to be designated by the Company Director of Employee & Labor Relations.

This Committee will be responsible for coordinating the efforts of Union and Management officials toward mutually established goals for the life of this Agreement. The Committee will meet on an annual or some other mutually agreeable basis to discuss items of significance to the Union, the employees and the Company.

Agendas which will be agreed upon prior to these meetings could include, but need not be limited to:

- Discussing the employment impact of the Company's overall strategies and considering possible alternatives which would improve operating efficiencies and enhance job security.

- Identifying local projects which could be implemented at the Company's facilities.

- Recommending new approaches for improving product quality.

- Improving communications and the exchange of information between the Union and the Company.

- Discussing the development of new technology and its impact throughout the Company upon the scope of bargaining units.

- Discussing the development of training programs to provide opportunities to both active and laid-off employees to upgrade their job skills; and thereby improve their job placement and job retention possibilities relative to their seniority; and thereby contribute toward the goal of retaining senior employees at work and assist laid-off UAW Mack Trucks' employees in finding suitable employment outside of Mack Trucks.

Further, the parties have recognized the need to promote training, retraining and personal development activities which would improve job skills, thereby enhancing job security for Mack Trucks' employees and contributing to the competitiveness of the Company. As a result, the National Executive Committee will, during the life of this Agreement, develop a joint UAW Mack Trucks Employee Development and Training Program. The objectives of which will include the following:

During the term of the 2001 Master Agreement, the Company's contribution obligation to the Joint Training Fund had been equal to $.08 for all hours compensated including overtime hours, by UAW-represented employees. It is agreed, however, that the Company's contribution to the Joint Training Fund shall be suspended from October 25, 2019 through October 1, 2023. The Company will maintain a sufficient balance in the Fund to cover its expenditures.

Training programs developed under this letter of Agreement and the allocation of funds from the Joint Training Account shall continue to be administered jointly by Union and Company members of the National Executive Committee.

In the event that expenses of mutually agreed programs exceed amounts accumulated in the joint training accounts, Mack Trucks will contribute additional funds as needed. In addition, the Union and Company will cooperate in attempts to obtain funding for training purposes from various governmental agencies.

Sincerely,

Holly Ann Georgell, Esq.
Director Employee & Labor Relations

Letter #4

Reissued: November 15, 2023

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Medical Disputes

Dear Mr. **Snyder**:

During the course of 1998 negotiations, the parties discussed the problem of resolving medical disputes concerning the existence or nonexistence of either a total or partial disability which arise in the application of the applicable provisions of the Agreement.

The parties shall immediately meet following notification that a dispute exists and shall select an appropriate physician to perform an Independent Medical Examination (IME) as expeditiously as possible to determine the status of the employee. The physician selection process will be by mutual agreement or from a previously agreed upon panel of physicians whose credentials will be periodically reviewed. The disability benefit shall be continued through the date the results of the scheduled IME are received, unless the employee returns to work prior to this date. If the IME determination is that the employee is able to work, or if the employee fails to appear for the scheduled IME without a justifiable reason, the benefit shall be terminated immediately and the employee instructed to return to work. If the determination is that the employee is unable to return to work, benefits shall be continued until it is determined that the employee is able to return to work.

The resulting decision will be binding upon the parties. The Union and Company will share equally any costs resulting from such appointments.

The parties agree that the following procedures shall apply to the IME:

1. The physician performing the IME

   (a) be provided all needed medical documentation by both the Company and the employee or his treating physician

   (b) conduct a telephone conference call with the Company and the employee to answer any questions he may have

(c) complete a physical capabilities form to the employee following the IME

2. If the employee returns to work and then goes off work again due to the same injury, illness, or condition, the employee shall be referred to the same physician for a new IME.

Very truly yours,

Holly Ann Georgell, Esq.
Director Employee & Labor Relations

Letter #5

(Reference 1992 Contract)
Reissued: **November 15, 2023**

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Neutrality Letter

Dear Mr. **Snyder**:

During 1992 negotiations, the Parties discussed at length the issues of mutual respect and acceptance, particularly as they apply to UAW organizing efforts at the Company's non-represented facilities. The Company assured the Union that it in no way wishes to impede the UAW's legitimate institutional interests in organizing production/ maintenance, clerical, technical, or warehouse employees at any Mack Trucks, Inc. facilities. In order to provide tangible evidence affirming this commitment, the Company agrees to:

1. Maintain a neutral position with respect both to the UAW and the issues of Union representation generally during any organizing campaign conducted by the UAW at any Mack Trucks, Inc. facilities for an appropriate bargaining unit of production/maintenance, clerical, technical, or warehouse employees.

2. Recognize the UAW as the sole and exclusive collective bargaining agent for an appropriate bargaining unit of production/maintenance, clerical, technical, or warehouse employees at any Company facilities on the basis of a card check in which a majority (fifty percent plus one) of the employees signed an authorization card.

3. Extend all terms and conditions of the Master Agreement to any facility whose employees have chosen the UAW as their collective bargaining representative.

Sincerely,

Holly Ann Georgell, Esq.
Director Employee & Labor Relations

Letter #6

(Reference 1982 Contract)
Revised: June 1, 2009
Reissued: **November 15, 2023**

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Voluntary Political Contributions

Dear Mr. **Snyder**:

It is agreed between Mack Trucks, Inc. and the International Union, UAW (the Union) that the following understandings have been reached in connection with the Union's request that the Company make deductions for voluntary political contributions from the paychecks of Company employees represented by the Union.

1. The designated financial officer of each Local Union will furnish to the local management for each employee for whom a deduction is to be made, an authorization card signed by the employee containing the following information:

   a. Name

   b. Employee Number

   c. Department Number

   d Address

   e. Last 4 digits of Social Security Number

   f. Local Union Number

   g. Amount to be deducted each month elected by the employee on the deduction card.

   h. Date of Signature

Voluntary contributions will start in the month following delivery to the Company if such authorization card is delivered not later than the 20th day of the month.

2. The Company will make such authorized deductions from wages earned and issued during the third full pay period (or subsequent pay periods) of the month and will continue the deductions while such authorization is in effect.

3. The Company will issue three separate checks payable to the UAW V-CAP, in care of the UAW's National CAP Department for deductions made in the preceding month. The UAW's Voluntary Political Contributions Fund (V-CAP) is in full compliance with the Federal Election Campaign Act. Overpayment to the Union resulting from canceled

employee authorizations will be refunded by the UAW International Union's Voluntary Political Contributions Fund (V-Cap).

4. A monthly report will be provided to the Local Union financial officer and regional office which will indicate name, employee number, Local Union number, last 4 digits of social security number, month and year-to-date deduction for each member.

5 Three separate magnetic tapes will be furnished, upon request, not to exceed four times a year, in the following format: Local/location, department, last 4 digits of social security number, employee number, first name and initial, last name, address, shift, current deduction, year-to-date deduction amount, company code to be assigned by National CAP Department.

6. Mack Trucks and the UAW, during the 1987 negotiations, agreed that the cost of this program was included in the overall economic settlement which includes the initial setup and programming costs, all general administration costs, computer and machine time, and all costs associated with the processing of new authorization, changes or cancellations.

7. Employees who wish to cancel their authorizations for payroll deductions will sign a card supplied by the Union for that purpose.

8. The designated financial officer of the Local Union will collect and forward to local management as one transmittal, all signed authorization cards and cancellation cards for the initial processing and for each subsequent monthly period.

9. In the event of layoff or transfer, the Union-covered employee's authorization card will be held with payroll records and reinstated upon said employee returning to a job covered by the Agreement.

10. The Company shall implement this program at any time after July 1, 1987, upon the Union's request.

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

Very truly yours,

Holly Ann Georgell, Esq.
Director Employee & Labor Relations

Letter #7

October 2, 2012 (Original Issue Date)
Reissued: **November 15, 2023**

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Insourcing Opportunities

Dear Mr. **Snyder**:

During the course of the 2012 negotiations, the Parties discussed the various opportunities that occasionally arise for new work to be insourced into a facility covered by the Mack Master Agreement. The Company explained its concerns that, while these insourcing opportunities may make sense from a business standpoint, provisions in the collective bargaining agreement present cost and/or flexibility issues that ultimately lead to a decision not to insource the new work. In order to address these concerns, and with the goal of providing opportunities to expand the business along with the increased job security for bargaining unit members that would result, the Parties have agreed to the following:

1. Upon written request from either Party, the Company, the appropriate UAW Regional Director (or designee), and the Local Union will enter into discussions within ten (10) working days to discuss a potential insourcing opportunity. The requesting Party will present the details of the opportunity to the other Party, including: details of the work under consideration for insource, timing of the potential insource and headcount impact. Local Management will also present to the above Union parties any proposals it wishes to make to revise and/or append the Local Supplemental Agreement in order to achieve a positive business case for the insourcing of the work in question. Such proposals may include outsourcing of current bargaining unit work in exchange for the insourcing of new work.

2. The Local Parties shall have twenty (20) working days from the date of the initial meeting to reach an agreement to revise and/or append the Local Supplemental Agreement. Should no agreement be obtained in the agreed upon timeframe, Local Management may forward the issue to the Corporate Labor Relations function, which shall then present the issue to the Regional UAW Director (or designee) for discussion. Any agreement reached between Corporate Labor Relations and the Regional Director (or) designee shall be binding upon the Local Parties.

3. The timeframes referenced in #1 and #2 above may be extended by mutual agreement.

4. Should the contractual relief required by the Company in order to achieve a positive business case impact the Master Agreement, then the Corporate Labor Relations

function and Heavy Truck Department of the International Union shall be party to the discussions and any subsequent agreement shall not be considered valid without their signatures. However, notwithstanding Article 27 of the Master Agreement, it shall be understood that the Local Parties may agree to the insource or outsource of product or work under paragraph #1 above.

5. The International Union shall determine whether any Agreement reached under the terms of this Letter shall require a membership ratification vote.

6. This Letter is not intended to diminish the role of the National or Local Sourcing Committees as defined in Exhibits #2 and #3. However, it is expressly understood that approval of the National and/or Local Sourcing Committees shall not be required under the terms and conditions of this Letter.

Sincerely,

Holly Ann Georgell, Esq.
Director Employee & Labor Relations

Letter #8

Original Issue: May 26, 1998
Reissued: **November 15, 2023**

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Sourcing

Dear Mr. **Snyder**:

Consistent with the parties concern for optimizing job security opportunities for our employees, the Company and the Union have established in Article 27 Section 77 Local and National Sourcing Committees to submit insourcing and outsourcing recommendations where a part, component, function or operation can be shown to be manufactured or performed internally or externally in a manner superior to that of current operating conditions on the basis of quality, delivery and cost.

Management reserves the right to unilaterally initiate and reverse at will permanent and trial insourcing decisions made outside the Sourcing Process.

Sincerely,

Holly Ann Georgell, Esq.
Director Employee & Labor Relations

Letter #9

(Original date July 7, 1998)
Reissued: **November 15, 2023**

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Resolution of Employee Complaints

Dear Mr. **Snyder**:

The Company and the Union have long recognized 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 has contributed 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 5 of the Master 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 Heavy Truck Department may so inform the Director of Employee and Labor Relations of the Company and request in writing that such grievance be reinstituted 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 reinstituted by the Company.

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 reinstitution of the grievance, and it is further agreed that the reinstitution 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 section and the Company's obligation to reinstitute 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.

Sincerely,

Holly Ann Georgell, Esq.
Director Employee & Labor Relations

Letter #10

(Original date October 28, 1992)
Reissued: **November 15, 2023**

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Personal Leave of Absence

Dear Mr. **Snyder**:

During the discussion of the Personal Leave of Absence section of Article 10 of the Master Agreement, Management assured the Union of their intention to take a reasonable administrative approach. In instances where approved leaves of absence cause a negative impact on an employee who would be otherwise eligible for vacation or holiday pay, the Human Resources department will review all attendant circumstances and make a reasonable determination of eligibility.

This understanding is not intended to expand eligibility, but rather to address obvious inequities which may arise due to the administration of the specific language of the Personal Leave of Absence section.

Sincerely,

Holly Ann Georgell, Esq.
Director Employee & Labor Relations

Letter #11

(Original dated July 7, 1998
Reissued: **November 15, 2023**

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Employee Outplacement Assistance

Dear Mr. **Snyder**:

The Union has requested that Mack renew the commitment first made in the 1984 Agreement with regard to outplacement assistance. In response to that request, the Company has agreed to continue to offer to employees on regular layoff assistance in seeking other job opportunities through a career transition service provided by the Company at no cost to the employees. This service will be provided as a need is identified, for any facilities covered under this agreement, by the National Executive Committee. Employees will be provided with:

a. Information on employment opportunities within the regional area of residence.

b. Counseling on the types of skills that are marketable in the job market of today and the future.

c. Retraining and entrepreneurial programs.

d. Counseling on how to seek, apply for and acquire employment.

The parties have agreed to fund these efforts through the Joint Training Fund.

Sincerely,

Holly Ann Georgell, Esq.
Director Employee & Labor Relations

Letter #12

(Original date May 26, 1998)
Reissued: **November 15, 2023**

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Board of Directors

Dear Mr. **Snyder**:

The Company and the Union have set up a framework for identifying issues of mutual interest which will enhance the long term viability and growth of the Company, thereby maximizing job opportunities for our UAW represented employees. In the spirit of maintaining our progress toward these very important objectives, arrangements will be made, continuing the practice established under prior bargaining agreements, for the Director of the UAW Heavy Truck Department to address the Corporation's Board of Directors, appropriate committee(s) of the Board, or the Company's Management Committee, on a periodic basis.

Sincerely,

Holly Ann Georgell, Esq.
Director Employee & Labor Relations

Letter #13

(Original date May 26, 1998)
Reissued: **November 15, 2023**

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Overtime

Dear Mr. **Snyder**:

During the discussions regarding the necessity for scheduled overtime, the parties concluded that, recognizing the unique requirements within each unit, overtime was a topic best provided for in the various Supplemental Agreements.

The Union expressed a concern that customer requirements could result in the necessity to schedule excessive amounts of overtime, therefore, in making scheduling decisions, Management agreed to consider alternatives to overtime including, but not limited to, the recall of seniority employees, with the requisite skills, from layoff. The intention is to make work scheduling decisions which result in the best quality, delivery and cost advantages to our customer.

Management is willing to review the rationale for scheduling decisions with the union upon request.

Sincerely,

Holly Ann Georgell, Esq.
Director Employee & Labor Relations

Letter #14

(Original date: June 18, 1998)
Reissued: **November 15, 2023**

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

RE: New Operating Environment

Dear Mr. **Snyder**:

During the 2007 contract negotiations process, the Company and the Union engaged in discussions to clarify, define and resolve critical issues necessary to improve the overall competitiveness of Mack Trucks, Inc. The need for these improvements was driven by our joint understanding of the seriousness of the competitive gap that exists between Mack and its key competitors. Both parties also firmly agreed that these discussions were only the initial steps necessary to create a new operating environment that will allow us to become competitive as soon as possible and thereby provide security for our employees, retirees and shareholders.

Consequently, the parties agree that each local plant/facility will continue to work to find solutions to operating/business issues that prevent us from being competitive, now and in the future. It is clearly understood that the parties at the local, and also at the national level, will explore all reasonable alternatives to enable Mack to be competitive in all of its business units. In order to achieve these goals, it is understood and agreed that each local plant/facility may enter into agreements that may deviate from the provisions of the Local Supplemental and Master Agreements, and other local agreements with the approval of the International Union and Company. The International Union will further advise the parties if membership approval is required to negotiate such changes and if membership ratification is required to implement such changes prior to any agreement that would modify and/or amend the Master Agreement.

Recognizing the needs of all constituencies, the parties agree to continue to meet on an ongoing basis at each location to implement strategic steps that will address the actions outlined above.

Sincerely,

Holly Ann Georgell, Esq
Director Employee & Labor Relations

Letter #15

Reissued: **November 15, 2023**

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Extension of Seniority Recall Rights

Dear Mr. **Snyder**:

This will confirm our understanding that, notwithstanding the provisions of Article 6, Section 18 (g), (h) and (i) of the Master agreement, employees who have or acquire seniority as of October 25, 2019 shall retain their seniority recall rights through the term of the new Agreement.

Sincerely,

Holly Ann Georgell, Esq.
Director Employee & Labor Relations

Letter #16

Revised: October 1, 2019

Reissued: **November 15, 2023**

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Health and Safety Issues

Dear Mr. **Snyder**:

During the 2019 Negotiations the parties had extensive discussion regarding health and safety. The Company and Union agree that by working jointly on programs continues to enhance and improve the safety culture at all UAW represented Mack facilities. Therefore, we will continue to work together to address and improve the following Health and Safety items:

1. Will continue to develop alternative measures to eliminate the practice of employees working under suspended loads. Specifically, safety stands, blocks and improved crane and hoist procedures will be implemented. Standards applicable to each facility, such as the most current version of the ANSI standards for cranes, hoists, rigging and under the hook lifting devices, will be obtained and reviewed to guide the design process.

2. Will continue to provide safe access to all entrances and exits at the facility during and after snow /ice storms. The parking lots will be plowed and salted to assure that a safe condition exists.

3. Will continue to schedule qualified personnel to inspect all gas-fired equipment.

4. Will continue to maintain restrooms, water coolers/water fountains and eyewashes in a clean and sanitary condition.

5. The Company will continue to maintain properly balanced ventilation systems in the facilities. The Local Joint Health and Safety Team will ensure that Local Exhaust Ventilation (LEV) evaluations are completed periodically. In the event that a third party is used to conduct these evaluations, the UAW Health and Safety Representative has the right to be present. If the LEV evaluations are conducted internally, the tools needed to perform these tasks will be available at each location. Time needed to perform these functions will be determined by the Joint Health and Safety Team. Acting Safety Representatives will perform evaluations during normal shift times, according to the annual plan and in a timely manner when complaints are received.

6. The Local Committee on Health and Safety at each facility will continue to develop action plans to resolve issues concerning powered industrial vehicle alternatives, traffic, pedestrian safety and aisle ways.

7. The Local Joint Health and Safety Team at the Macungie facility will continue to monitor the chassis line buggy system and ensure that effective safety controls **such as preventive maintenance** are in place and maintained.

8. Will continue to ensure that all safety related items have been identified and entered into the Preventative Maintenance Program (PMP). The Joint Health and Safety Team will audit the PMP annually to ensure that safety related PM's are completed as scheduled and not past due.

9. Within one hundred eighty (180) days of ratification of this Agreement, **Hagerstown management** and the Local Union will meet to discuss **whether the** re-establish**ment** of the Medical Emergency Response Team (MERT) **is needed.**

10. Within one hundred eighty (180) days of ratification of this Agreement, both Hagerstown and Macungie Management Teams will meet with their Local Union at their respective locations to discuss how employee fatigue and excess overtime affects the health and safety of employees.

11. **All contractors when entering and exiting the facilities covered by the agreement must enter and exist through a security checkpoint (or reception) to log and verify their arrival and departure for the safety and security of all employees working in the facility.**

12. **At sites covered under Article #21, management will provide necessary resources and support to make the fall prevent program successful. Sites will continue to make equipment and training available to accommodate individuals of varying height and weight in accordance with OSHA and ANSI standards.**

13. **The Union and Company are dedicated to ensuring employees involved in activities related to e-mobility and other alternative fuels are provided a safe and health work environment. Both parties agree to use available resources to anticipate, recognize and control hazards.**

<u>14. Within 90 days of ratification of the contract, the Company agrees to conduct air exposure and surface wipe sampling for cadmium at Middletown Remanufacturing facility, Hagerstown Cores Remanufacturing and Engineering. If cadmium is detected, the Company agrees to comply with 29 CFR 1910.1027, OSHAs cadmium standard.</u>

Sincerely,

<u>Holly Ann Georgell, Esq</u>.
Director Employee & Labor Relations

Letter #17

Original Issue: October 2, 2004
Revised: June 1, 2009
Reissued: **November 15, 2023**

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Competitive Changes in the Workplace

Dear Mr. **Snyder**,

During the course of the negotiations which led to the 2004 Master Agreement the Parties held extensive discussions on possible future changes in the workplace of significant scope and importance resulting from new technology, implementation of product plan strategies, and the restructuring and integration of Mack Trucks into the processes of its parent Company, AB Volvo and how these changes may or may not impact employees and the future operations of the Company.

The Parties recognize that the U.S. manufacturing sector is shifting to a global base and that the Company must be able to compete, not only domestically, but worldwide. In order to secure a competitive advantage, the Parties recognize the need for change and to be able to obtain capital investments which improve our technological and manufacturing methods.

The Company commits that during the term of the new Agreement it will meet with representatives of the UAW International Heavy Truck Department and Local UAW Representatives, where applicable, to discuss competitive changes resulting from new technology, product and manufacturing strategies and restructuring plans which may impact our processes, or manufacturing methods that result in the change or elimination of jobs or otherwise potentially impact employment levels. Such meetings will be held in advance of such implementations in order to provide the Union with information regarding the planned changes and to engage in meaningful discussions to protect the interests of its members, including the Company's ability to provide employee training to utilize the new technology or process in order to meet the needs of the competitive workplace.

Sincerely,

Holly Ann Georgell, Esq.
Director Employee & Labor Relations

Letter #18

October 2, 2012 (Original Issue Date)

Reissued: **November 15, 2023**

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Arbitration Procedural Guidelines

Dear Mr. **Snyder**:

This will confirm the Arbitration Procedural Guidelines agreed to on October 2, 2012 between the Company (Mack Trucks, Inc.) and the International Union, UAW. Those understandings are:

1) The parties may meet by telephone or in person with the Arbitrator prior to the hearing in order to discuss the subject matter of that hearing. Such meetings will be held only by mutual agreement.

2) The hearing of cases shall be held at the facility or location from which the case arose. However, this does not preclude the parties from conducting a hearing or hearings at other locations where, in appropriate cases, and for reasons of convenience and economy, it may be desirable to conduct a hearing at another location.

3) Witnesses shall be sworn under oath prior to providing their testimony.

4) A transcript of the hearing by a Court Reporter may be requested by the parties who will equally share the cost, fees and expenses incurred by the Court Reporter. Transcript costs will be paid by the party ordering the transcript and the parties shall equally share the cost of a copy of a transcript if one is requested by the Arbitrator.

5) Full disclosure of all documents, positions, evidence and witness lists from each party to the other will be completed no less than ten (10) business days prior to the start of the cancellation fee date established by the Arbitrator. Such exchange of information may be made in person, via e-mail, U.S. mail, telephone or any combination thereof.

6) Unemployment Compensation and Workers Compensation documents may only be used for impeachment purposes.

7) No pre-hearing settlement offer(s) in the instant case or in other similar cases will be admissible by either party.

8) The parties at their election may submit pre-hearing and/or post-hearing briefs unless directed otherwise by the Arbitrator.

9) At the commencement of the hearing, either party may make a request of the Arbitrator to excuse persons from the hearing room who may be present but who are not appropriately affiliated with the hearing. Only those persons having a direct participation in the hearing shall be permitted to attend the hearing. Such persons will include Company and Union officials, their representatives, witnesses and mutually agreeable observers.

10) Neither party will subpoena witnesses from the other party. However, any person properly present at the hearing may be called by the opposing party to testify as an adverse or hostile witness with the right to lead and cross-examine. Either party's failure to call a witness shall give no rise to a presumption of his or her testimony or lack thereof.

11) Either party may request that the Arbitrator appropriately sequester witnesses outside of the hearing room until such time as they are called to testify.

Should questions arise regarding the application of these Guidelines or a conflict exist as to their meaning or application to a particular case, the parties will meet to discuss and mutually resolve those issues.

Sincerely,

Holly Ann Georgell, Esq.
Director Employee & Labor Relations

Letter #19

(Original Date: June 1, 2009)
Reissued: **November 15, 2023**

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Lean Manufacturing

Dear Mr. **Synder**:

During the negotiations which led to the 2012 Labor Agreement, the Parties discussed the future changes to the processes and methods at the facilities covered by the Mack Master Agreement resulting from the Company's transition to a Lean Manufacturing environment.

- The Parties recognize that Lean Manufacturing is the cornerstone for achieving and maintaining any competitive advantage, both domestically and globally.

- Despite its name, Lean Manufacturing is a strategy that encompasses all operational processes and strategies, not just those specific to manufacturing.

- The Lean strategy is focused on encouraging initiative, creating a harmonious culture of involvement based upon the long-term development of our employees, and ensuring employee input into day-to-day operations.

- The parties recognize that involving employees in key phases of the business such as quality, continuous improvement initiatives, operating efficiency, joint problem solving, and waste elimination is extremely important in achieving stated objectives.

- The parties recognize that we must continue to identify the best processes and work policies that will encourage employee participation.

- The implementation and success is dependent upon the joint cooperation of the Parties, which in turn will help to bolster job security and the long-term viability of our operations.

- The Parties recognize that successful implementation of lean manufacturing initiatives should result in more efficient operations, thus generating additional insourcing opportunities within the facility through the creation of additional capacity and free space.

- The objective of Lean Manufacturing is to develop a systematic approach to identifying and eliminating waste through continuous improvement.

- Meeting this challenge requires a truly participative process and sustained employee involvement.

- In order for an operation to successfully implement Lean Manufacturing, there is a level of understanding and cooperation that must exist between all team members.

- The Parties thereby agree that the success of this initiative depends largely upon the implementation of work teams in the operations and a shift in the current culture to self-guided and self-sufficient work groups where team members will be required to be cross-trained on various jobs within their work group to ensure team-depth skill and knowledge.

- The Parties recognize that self-directed work teams and their team leaders must have performance goals, objectives and measurements within work groups to facilitate, quality initiatives, new product launch, health and safety initiatives, maintenance processes, operating effectiveness, and continuous improvement.

- The Parties also acknowledge that current processes, layouts, material and information flows cannot remain unchanged if the benefits of Lean Manufacturing are to be realized.

To this end, the Parties agree that they will endorse and embrace this new way of working. The Local Parties will meet regularly once implementation has commenced to monitor the success of the implementation and address any issues and concerns that may arise. Should the Local Parties encounter issues related to the collective bargaining agreement which they cannot resolve, representatives of the Corporate Labor Relations function and International Union will attempt to help the Local Parties resolve the issue prior to that issue being entered into the grievance procedure. The Parties are committed to resolve any contractual issues surrounding this implementation in a manner that facilitates the new processes in the overall interests of the Company and its employees, including, if needed, the modification or adoption of language to support and implement the new environment.

Sincerely,

Holly Ann Georgell, Esq.
Director Employee & Labor Relations

Letter #20

Original Issue: October 2, 2004
Revised: November 15, 2023

Mr. **Dave Snyder**
Assistant Director
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Re: Special Single Sum Payments

Dear Mr. **Snyder**:

As agreed in the 20**23** contract negotiations, a single sum payment will be made on January 1, 202**4,** January 1, 202**5,** January 1, 202**6,** January 1, 202**7 and January 1, 2028** to:

1. Employees who retired prior to August 1, 20**23** with a Normal, Early, or Disability Pension who survive to January 1, 202**4**, January 1, 202**5**, January 1 202**6,** January 1, 202**7, and January 1, 2028** as the case may be.

2. Surviving spouses of employees who retired prior to August 1, 20**23** with a Normal, Early or Disability Pension provided that such surviving spouses are receiving or eligible to receive surviving spouse pensions as of January 1, 202**4**, January 1, 202**5**, January 1 202**6,** January 1, 202**7, and January 1, 2028** as the case may be.

3. Surviving spouses of employees who terminated employment by death prior to August 1, 20**23** provided that such surviving spouses are receiving or eligible to receive surviving spouse pensions as of January 1, 202**4**, January 1, 202**5**, January 1 202**6,** January 1, 202**7, and January 1, 2028** as the case may be.

The amount of the single sum payment on January 1, 202**4**, January 1, 202**5**, January 1 202**6,** January 1, 202**7, and January 1, 2028** shall be the product of (i) and (ii) below, where:

(i) equals $4**7**5 if the single sum is payable to a person described in (1) above or **$325** if the single sum is payable to a person described in (2) or (3) above, and;

(ii) equals the ratio of the former employee's credited service at time of retirement or death to 30 years with the maximum of such ratio equal to 1.

Sincerely,

Holly Ann Georgell, Esq.
Director Employee & Labor Relations

Letter #21

Original Issue: November 15, 2023

Dear Mr. Snyder:

The Joint Training Fund will be organized as a Taft Hartley Trust Fund, a tax-exempt organization, pursuant to the Internal Revenue Code Section 501(c)(5). The Company shall meet with the Union six-months from the date of the ratification of this Agreement to review the documentation for the newly established trust. The trust agreement shall be implemented within six-months of the date of ratification.

Requests may continue to be made during this six-month period, and shall be reviewed in accordance with previous practices

Sincerely,
Holly Ann Georgell, Esq
Director Employee & Labor Relations

SIDE LETTER #22

WAGE PROGRESSION AGREEMENT for CURRENT NON-LVO EMPLOYEES

Upon ratification of the 2023 Collective Bargaining Agreement. all employees currently in wage progression, pursuant to Section 56 of the Master Agreement (with the exception of employees covered under the Lehigh Valley Operations/Macungie shop bargaining unit), will be progressed two steps within the wage progression, effective November 1st, 2023. Thereafter. such individuals will move a single wage progression step each November 1st, instead of upon their anniversary date, until they are out of wage progression. All other terms and conditions of Article 16, Section 56(g) of the Master Agreement will apply.

Hagerstown Shop Bargaining Unit transitional employees and skilled trades employees are also explicitly excluded from this Agreement.

Example 1: Employee A is currently in the 70% progression step as of the date of ratification. On November 1st, Employee A will be progressed to the 80% progression step. Employee A would then progress to the 85% progression step on November 1st, 2024, and so on.

Example 2: Employee B is currently in the 80% progression step as of the date of ratification. On November 1st, Employee B will be progressed to the 90% progression step. Employee B would then progress to the top wage rate for their classification on November 1st, 2024.

SIDE LETTER #23: WAGE PROGRESSION LVO EMPLOYEES

Upon ratification of the 2023 Collective Bargaining Agreement, all employees covered by the Macungie Supplemental Agreement, currently in wage progression, pursuant to Article 16, Section 56 of the Master Agreement, will be moved to the corresponding step of the new Progression in accordance with the employee's seniority effective November 1st, 2023.

Thereafter, individuals will move through the wage progression steps based on their anniversary date, until they are out of wage progression. All other terms of Article 16, Section 56(g) of the Master Agreement will apply

Example 1: Employee A is currently in the 71% progression step 2 as of the date of ratification. Effective November 1 Employee A will be moved to the new 75% progression step 2. Employee A would then progress to the next progression step based on their anniversary date.

SIDE LETTER #24: WAGE PROGRESSION

The Memorandum of Understanding entered into between the Company and UAW Local 677 (entitled Insourcing of Chassis Work Into The Macungie Plant Operations and signed on May 1, 2017) shall be null and void as of October 2, 2023. Employees covered by that Memorandum of Understanding shall follow the wage progression in the Master Agreement, pursuant to Article 16, Section 56(g).

SIDE LETTER #25: BALTIMORE AND JACKSONVILLE RELOCATION LETTER

The Parties discussed during the 2023 negotiations the possibility of the need to relocate either or both of the Mack Trucks Baltimore and Jacksonville parts distribution centers during the life of the collective bargaining agreement.

In consideration of the above, the Parties agree that for the duration of the 2023 Agreement, the nine (9) month notice requirement in Article 27, Section 77(b)(1) shall be modified to three (3) months as pertains to the Jacksonville and Baltimore parts distribution centers.

Additionally, the Parties agreed that the terms of Article 27, Section 77(c) do not apply to facility transfers to either existing or new locations that are executed under the terms of Appendix D.

SIDE LETTER #26: PENSION DE-RISK MEETING

During the 2023 contract negotiations, the parties agreed to meet within three (3) months of the ratification of this agreement, to discuss the implementation of the Company's de-risking of the pension plan.

The Company will present the details of the plan to de-risk the pension and provide relevant information to the Union about the implementation. Upon mutual agreement, which shall not be unreasonably withheld, the proposed implementation plan will be executed in a timely fashion.

2023 CALENDAR

JANUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEBRUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

MARCH

S	M	T	W	T	F	S
			1	2	3	4
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL

S	M	T	W	T	F	S
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2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

2024 CALENDAR

JANUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

MARCH

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

APRIL

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

MAY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JUNE

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

SEPTEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

OCTOBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

NOVEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

DECEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

2025 CALENDAR

JANUARY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

FEBRUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

MARCH

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

2026 CALENDAR

JANUARY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

FEBRUARY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

2027 CALENDAR

JANUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

JUNE

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

JULY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

AUGUST

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

SEPTEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

OCTOBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

DECEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

2028 CALENDAR

JANUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29				

MARCH

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

APRIL

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

JUNE

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

JULY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

AUGUST

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEPTEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DECEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						