ATI-UAW Tentative Agreement Highlights

- Contract term: Ratification November 14, 2027 (see Par. (223)
- Ratification bonus (New Doc. No. 39) = \$2,000.00
- Income Protection (New Doc. No. 94)

December 15, 2023	\$1,000.00
December 13, 2024	\$1,250.00
December 12, 2025	\$1,500.00
December 11, 2026	\$1,750.00

Wage Increases

- Starting wage rate flexibility Paragraph (98) (3)
- Changes to wage rates effective first pay period following Ratification
 - Changes to wage rates in subsequent years take effect on September 1st.
- 3-year progression for classifications on Schedule E and G as modified to match 52week progression.
- Production employees hired on or before February 1, 2008 (Schedule D)
 - Upon ratification 10% wage increase
 - \circ 2025 5% lump sum
 - \circ 2026 5% lump sum
 - \circ 2027 5% lump sum
- Production employees hired after February 1, 2008 (Schedule E and G)
 - \circ Upon ratification 10% or greater wage increase
 - \circ 2025 5% lump sum
 - \circ 2026 3% wage increase
 - \circ 2027 5% lump sum
- Skilled Trades (Schedule D)
 - \circ Upon ratification 5% wage increase
 - $\circ \quad 2025-5\% \ lump \ sum$
 - \circ 2026 3% wage increase
 - \circ 2027 5% lump sum
- Shift Premium for employees hired on or after February 1, 2008.
 - Increase shift premium from \$0.60 to \$1.50 per Paragraph (89b)

- Benefits
 - SUB pay benefits extended to 52 weeks for all eligible employees
 - Choice between high deductible and PPO healthcare plans for all seniority employees
 Red circle Legacy plan
 - Increase 401k match for employees hired on or after February 1, 2008, from 6% to 8%
 - Eliminate differences between tiers for Flex Holidays (Schedule B 5 flex holidays for all seniority employees)
 - Maintain HRA at \$7,618.00 throughout life of Agreement (update to Retiree Medical Benefits Plan for Hourly Employees Exhibit K, Section 21.3)
 - Add "Exiting the Workforce" definition and qualifications to enable all employees hired on or after February 1, 2008, subject to applicable eligibility criteria, to receive the following upon retirement/exit from workforce:
 - o iComp,
 - Lump Sum per Paragraph 101(a)(1),
 - Retiree TAP, and
 - Retiree Dependent Scholarship benefits
 - Qualifications include:
 - Submission of notice of intent to exit the workforce a minimum of 60 days before last day of work and
 - A minimum of 30 years length of service; or
 - A minimum of 55 years of age and a minimum of 10 years length of service; or
 - A minimum of 85 points, which is a combination of years of age and length of service
 - Improvement to service awards for all employees
 - Revisions to the Benefits Supplemental Agreements (See M.O.U.):
 - Pension Supplemental
 - Retiree Medical Supplemental
 - SUB Agreement
 - Life and Disability Supplemental, legal updates and the following:
 - Modifications of Supplemental Agreement Life and Disability Benefits Program, Exhibit B, Article II, Section 6, Paragraph (i)(1) and (3)
 - Hourly Employee Savings Plan, legal updates and the following:
 - 5% auto-enrollment (Article IV, Section 4-01(a)(2))
 - Modifications of Exhibit C, Article IX, Section 9.05(p) regarding participant loans
 - Healthcare Supplemental Agreement, legal updates and the following:

- Dental Addition of brush biopsy, composite fillings, and supplemental screenings
- Vision Increase to \$250 frame allowance
- Dependent Care Reimbursement Plan
- Doc. No. 7 (see attached language)
 - Foot protection will be required
 - \$250 every 12 months for foot protection
- Alternative Work Schedules Memorandum of Understanding (see attached language)
- Plant 14 Memorandum of Understanding (see attached M.O.U.)
- Improvements to Par. (194) VR usage for all seniority employees and addition of 4 tardies(see attached language Paragraph (194)
- Improvements to Doc. 8 Attendance Program (see attached language)
- Global Settlement of 1.7 million for open Skilled Trades subcontracting and discharge/discipline grievances.
- Snow Days Grievance Global Settlement up to \$243K.

Proposed Rates Effective November 14, 2023

Schedule D

Code	Classification	JIT-1	JIT-2	Top Rate		
153J	Auto, Truck & Trailer Repair Mechanic	\$ 37.90	\$ 40.01	\$	42.12	
180J	Carpenter	\$ 37.90	\$ 40.01	\$	42.12	
581J	Millwright Welder	\$ 37.90	\$ 40.01	\$	42.12	
429J	Pipefitter	\$ 37.90	\$ 40.01	\$	42.12	
226J	Exp. Transmission Mechanic	\$ 38.11	\$ 40.23	\$	42.35	
447J	Refrigeration & AC Maintenance	\$ 38.25	\$ 40.38	\$	42.50	
223J	Electrician	\$ 38.25	\$ 40.38	\$	42.50	
387J	Machine Repair	\$ 38.25	\$ 40.38	\$	42.50	
493J	Stationary Engineer PHSE	\$ 38.25	\$ 40.38	\$	42.50	
512J	Tool & Die Maker	\$ 38.38	\$ 40.51	\$	42.64	

Proposed Rates Effective September 1, 2024

Schedule D

Code	Classification	JIT-1	JIT-2	Top Rate		
153J	Auto, Truck & Trailer Repair Mechanic	\$ 37.90	\$ 40.01	\$	42.12	
180J	Carpenter	\$ 37.90	\$ 40.01	\$	42.12	
581J	Millwright Welder	\$ 37.90	\$ 40.01	\$	42.12	
429J	Pipefitter	\$ 37.90	\$ 40.01	\$	42.12	
226J	Exp. Transmission Mechanic	\$ 38.11	\$ 40.23	\$	42.35	
447J	Refrigeration & AC Maintenance	\$ 38.25	\$ 40.38	\$	42.50	
223J	Electrician	\$ 38.25	\$ 40.38	\$	42.50	
387J	Machine Repair	\$ 38.25	\$ 40.38	\$	42.50	
493J	Stationary Engineer PHSE	\$ 38.25	\$ 40.38	\$	42.50	
512J	Tool & Die Maker	\$ 38.38	\$ 40.51	\$	42.64	

Proposed Rates Effective September 1, 2025

Code	Classification	JIT-1	JIT-2	Тс	op Rate
153J	Auto, Truck & Trailer Repair Mechanic	\$ 37.90	\$ 40.01	\$	42.12
180J	Carpenter	\$ 37.90	\$ 40.01	\$	42.12
581J	Millwright Welder	\$ 37.90	\$ 40.01	\$	42.12
429J	Pipefitter	\$ 37.90	\$ 40.01	\$	42.12
226J	Exp. Transmission Mechanic	\$ 38.11	\$ 40.23	\$	42.35
447J	Refrigeration & AC Maintenance	\$ 38.25	\$ 40.38	\$	42.50
223J	Electrician	\$ 38.25	\$ 40.38	\$	42.50
387J	Machine Repair	\$ 38.25	\$ 40.38	\$	42.50
493J	Stationary Engineer PHSE	\$ 38.25	\$ 40.38	\$	42.50
512J	Tool & Die Maker	\$ 38.38	\$ 40.51	\$	42.64

Proposed Rates Effective September 1, 2026

Schedule D

Code	Classification	JIT-1	JIT-2	То	p Rate
153J	Auto, Truck & Trailer Repair Mechanic	\$ 39.04	\$ 41.21	\$	43.38
180J	Carpenter	\$ 39.04	\$ 41.21	\$	43.38
581J	Millwright Welder	\$ 39.04	\$ 41.21	\$	43.38
429J	Pipefitter	\$ 39.04	\$ 41.21	\$	43.38
226J	Exp. Transmission Mechanic	\$ 39.26	\$ 41.44	\$	43.62
447J	Refrigeration & AC Maintenance	\$ 39.40	\$ 41.59	\$	43.78
223J	Electrician	\$ 39.40	\$ 41.59	\$	43.78
387J	Machine Repair	\$ 39.40	\$ 41.59	\$	43.78
493J	Stationary Engineer PHSE	\$ 39.40	\$ 41.59	\$	43.78
512J	Tool & Die Maker	\$ 39.53	\$ 41.72	\$	43.92

Proposed Rates Effective September 1, 2027

Schedule D

Code	Classification	JIT-1	JIT-2	Тс	p Rate
153J	Auto, Truck & Trailer Repair Mechanic	\$ 39.04	\$ 41.21	\$	43.38
180J	Carpenter	\$ 39.04	\$ 41.21	\$	43.38
581J	Millwright Welder	\$ 39.04	\$ 41.21	\$	43.38
429J	Pipefitter	\$ 39.04	\$ 41.21	\$	43.38
226J	Exp. Transmission Mechanic	\$ 39.26	\$ 41.44	\$	43.62
447J	Refrigeration & AC Maintenance	\$ 39.40	\$ 41.59	\$	43.78
223J	Electrician	\$ 39.40	\$ 41.59	\$	43.78
387J	Machine Repair	\$ 39.40	\$ 41.59	\$	43.78
493J	Stationary Engineer PHSE	\$ 39.40	\$ 41.59	\$	43.78
512J	Tool & Die Maker	\$ 39.53	\$ 41.72	\$	43.92

Code	Classification	Base Rate	Base Rate +10%
415B	Oiler	\$29.46	\$32.41
392B	Material Services	\$29.70	\$32.67
290B	Inspector, Process Audit	\$29.82	\$32.80
137B	Assembler, Skilled	\$29.83	\$32.81
524B	Transmission Test Mechanic	\$29.88	\$32.87
520B	Transmission Rework Mechanic	\$29.97	\$32.97
230B	Fabrication Machining Special	\$30.24	\$33.26
195B	Coordinator/Heat Treat Control	\$30.85	\$33.94
515B	Transmission Repair, Salvage, Rework & Weld	\$31.59	\$34.75
200B	Jobsetter / Coordinator	\$31.85	\$35.04

Production Classification Job Structure For Employees Hired on of before February 1, 2008

Effective 1/1/18 - Employees hired before February 1, 2008 in classifications 280B and 393B will assume the top rate of these classifications as specified in Schedule E of this Agreement

For classifications Transmission Repair, Salvage, Rework & Weld (515B) and Jobsetter/Coordinator (200B), the top rate is reflected on Schedules E and G, respectively.

Proposed Rates Effective November 14, 2023

Schedule E

Code	Classification	0	-1 Year	1-2	2 Years	2-3	3 Years	Τ	op Pay
393B	Warehouse Services	\$	18.50	\$	19.25	\$	20.01	\$	20.76
280B	Manufacturing Support	\$	18.50	\$	19.26	\$	20.03	\$	20.79
415B	Oiler	\$	18.50	\$	20.54	\$	22.57	\$	24.61
392B	Material Services	\$	18.50	\$	20.54	\$	22.57	\$	24.61
275B	Heat Treat	\$ -	21.00	\$	24.28	\$	27.57	\$	31.83
290B	Inspector, Process Audit	\$	20.50	\$	23.61	\$	26.71	\$	29.82
520B	Transmission Rework Mechanic	\$	20.50	\$	23.66	\$	26.81	\$	30.39
195B	Coordinator/Heat Treat Control	\$	21.00	\$	24.28	\$	27.57	\$	31.83
515B	Transmission Repair, Salvage, Rework & Weld	\$	22.03	\$	26.11	\$	30.00	\$	34.75

Production Classification Job Structure & Progression

Proposed Rates Effective November 14, 2023

Code	Classification		0-1 Year		0-1 Year		ear 1-2 Yea		Years 2-3 Year		rs Top Pay	
230B	Fabrication Machining Special	ć	5	19.00	\$	23.02	\$	27.05	\$	31.07		
137B	Assembler, Skilled	ç	5	18.75	\$	22.70	\$	26.66	\$	30.61		
200B	Jobsetter / Coordinator	ç	5	23.00	\$	27.01	\$	31.03	\$	35.04		
524B	Transmission Test Mechanic	ć	5	20.50	\$	23.87	\$	27.24	\$	30.61		

Proposed Rates Effective September 1, 2024

Schedule E

Code	Classification	0-	1 Year	1-2	2 Years	2-	3 Years	Τ	op Pay
393B	Warehouse Services	\$	18.50	\$	19.25	\$	20.01	\$	20.76
280B	Manufacturing Support	\$	18.50	\$	19.26	\$	20.03	\$	20.79
415B	Oiler	\$	18.50	\$	20.54	\$	22.57	\$	24.61
392B	Material Services	\$	18.50	\$	20.54	\$	22.57	\$	24.61
275B	Heat Treat	\$	21.00	\$	24.28	\$	27.57	\$	31.83
290B	Inspector, Process Audit	\$	20.50	\$	23.61	\$	26.71	\$	29.82
520B	Transmission Rework Mechanic	\$	20.50	\$	23.66	\$	26.81	\$	30.39
195B	Coordinator/Heat Treat Control	\$	21.00	\$	24.28	\$	27.57	\$	31.83
515B	Transmission Repair, Salvage, Rework & Weld	\$	22.03	\$	26.11	\$	30.00	\$	34.75

Production Classification Job Structure & Progression

Proposed Rates Effective September 1, 2024

Code	Classification	0-1 Year		1-2 Years		2-3 Years		Top Pay	
230B	Fabrication Machining Special	\$	19.00	\$	23.02	\$	27.05	\$	31.07
137B	Assembler, Skilled	\$	18.75	\$	22.70	\$	26.66	\$	30.61
200B	Jobsetter / Coordinator	\$	23.00	\$	27.01	\$	31.03	\$	35.04
524B	Transmission Test Mechanic	\$	20.50	\$	23.87	\$	27.24	\$	30.61

Proposed Rates Effective September 1, 2025

Schedule E

Code	Classification	0-	1 Year	1-2	2 Years	2-	3 Years	Τ	op Pay
393B	Warehouse Services	\$	18.50	\$	19.25	\$	20.01	\$	20.76
280B	Manufacturing Support	\$	18.50	\$	19.26	\$	20.03	\$	20.79
415B	Oiler	\$	18.50	\$	20.54	\$	22.57	\$	24.61
392B	Material Services	\$	18.50	\$	20.54	\$	22.57	\$	24.61
275B	Heat Treat	\$	21.00	\$	24.28	\$	27.57	\$	31.83
290B	Inspector, Process Audit	\$	20.50	\$	23.61	\$	26.71	\$	29.82
520B	Transmission Rework Mechanic	\$	20.50	\$	23.66	\$	26.81	\$	30.39
195B	Coordinator/Heat Treat Control	\$	21.00	\$	24.28	\$	27.57	\$	31.83
515B	Transmission Repair, Salvage, Rework & Weld	\$	22.03	\$	26.11	\$	30.00	\$	34.75

Production Classification Job Structure & Progression

Proposed Rates Effective September 1, 2025

Code	Classification	0-1 Year		Year 1-2 Years		2-3 Years		Top Pay	
230B	Fabrication Machining Special	\$	19.00	\$	23.02	\$	27.05	\$	31.07
137B	Assembler, Skilled	\$	18.75	\$	22.70	\$	26.66	\$	30.61
200B	Jobsetter / Coordinator	\$	23.00	\$	27.01	\$	31.03	\$	35.04
524B	Transmission Test Mechanic	\$	20.50	\$	23.87	\$	27.24	\$	30.61

Proposed Rates Effective September 1, 2026

Schedule E

Code	Classification	0	-1 Year	1-	2 Years	2-3	3 Years	Τ	op Pay
393B	Warehouse Services	\$	19.06	\$	19.83	\$	20.61	\$	21.38
280B	Manufacturing Support	\$	19.06	\$	19.84	\$	20.63	\$	21.41
415B	Oiler	\$	19.06	\$	21.15	\$	23.25	\$	25.35
392B	Material Services	\$	19.06	\$	21.15	\$	23.25	\$	25.35
275B	Heat Treat	\$ -	21.63	\$	25.01	\$	28.39	\$	33.94
290B	Inspector, Process Audit	\$	21.12	\$	24.31	\$	27.51	\$	32.80
520B	Transmission Rework Mechanic	\$	21.12	\$	24.37	\$	27.62	\$	32.97
195B	Coordinator/Heat Treat Control	\$	21.63	\$	25.01	\$	28.39	\$	33.94
515B	Transmission Repair, Salvage, Rework & Weld	\$	22.69	\$	26.90	\$	30.90	\$	35.79

Production Classification Job Structure & Progression

Proposed Rates Effective September 1, 2026

Code	Classification	0-	-1 Year 1-		-1 Year 1		0-1 Year		0-1 Year		1-2 Years		2-3 Years		Top Pay	
230B	Fabrication Machining Special	\$	19.57	\$	23.71	\$	27.86	\$	32.00							
137B	Assembler, Skilled	\$	19.31	\$	23.38	\$	27.46	\$	31.53							
200B	Jobsetter / Coordinator	\$	23.69	\$	27.82	\$	31.96	\$	36.09							
524B	Transmission Test Mechanic	\$	21.12	\$	24.59	\$	28.06	\$	32.87							

Proposed Rates Effective September 1, 2027

Schedule E

Code	Classification	0	-1 Year	1-	2 Years	2-3	3 Years	Τ	op Pay
393B	Warehouse Services	\$	19.06	\$	19.83	\$	20.61	\$	21.38
280B	Manufacturing Support	\$	19.06	\$	19.84	\$	20.63	\$	21.41
415B	Oiler	\$	19.06	\$	21.15	\$	23.25	\$	25.35
392B	Material Services	\$	19.06	\$	21.15	\$	23.25	\$	25.35
275B	Heat Treat	\$ -	21.63	\$	25.01	\$	28.39	\$	33.94
290B	Inspector, Process Audit	\$	21.12	\$	24.31	\$	27.51	\$	32.80
520B	Transmission Rework Mechanic	\$	21.12	\$	24.37	\$	27.62	\$	32.97
195B	Coordinator/Heat Treat Control	\$	21.63	\$	25.01	\$	28.39	\$	33.94
515B	Transmission Repair, Salvage, Rework & Weld	\$	22.69	\$	26.90	\$	30.90	\$	35.79

Production Classification Job Structure & Progression

Proposed Rates Effective September 1, 2027

Code	Classification		0-1 Year		1-2 Years		2-3 Years		op Pay
230B	Fabrication Machining Special	ç	19.57	\$	23.71	\$	27.86	\$	32.00
137B	Assembler, Skilled	ç	19.31	\$	23.38	\$	27.46	\$	31.53
200B	Jobsetter / Coordinator	ç	23.69	\$	27.82	\$	31.96	\$	36.09
524B	Transmission Test Mechanic	ć	21.12	\$	24.59	\$	28.06	\$	32.87

ALLISON TRANSMISSION INC.

AND

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, BY AND THROUGH UAW LOCAL UNION 933

TENTATIVE AGREEMENTS

(1):

Add subsection 3. to Paragraph 21:

(21) For the purposes of representation in handling grievances and performing other legitimate representation functions as provided herein, committeepersons will be scheduled to report at the plant as follows:

. . .

3. When an elected representative is absent, (after the Chairperson of Shop Committee's approval) those hours can be delegated to the person of that representative's choosing, with company approval that will not be unreasonably withheld under the circumstances.

(2):

Revise Paragraph 30:

- (30) Step One Written Grievance. Any complaint not resolved in Oral Presentation to Supervisor, must be submitted in writing, or digitally to the Supervisor on forms supplied by Allison and signed by the employee and the committeeperson with specific alleged facts giving rise to the complaint, the specific and applicable Paragraph(s) of this Agreement alleged to have been violated, and the specific remedy requested. Attached to the grievance must be a copy of any documents which are then reasonably available to the employee or committeeperson that support the grievance.
- (30a) Within ten (10) calendar days of receipt of the completed grievance form and discussion with the bargaining representative, the Supervisor shall provide to the committee person written, or digital, details of the reason for denial as known by the answering party at the time of the response.
- (30b) Any grievance not resolved in (Paragraph 30a) must be appealed, within ten (10) working days of receipt of the Supervisor's detailed (as known by the answering party at the time of the writing) written, or digital, response. The Supervisor will provide a copy of the appealed grievance to the employee's appropriate manager or functioning

substitute (e.g., area manager; quality manager). Within thirty (30) days of such appeal, the functional manager and appropriate bargaining representative shall schedule a meeting to discuss the grievance. In the event that a mutually agreeable timeframe cannot be established the Chairperson and the Director, Labor Relations will meet to resolve the scheduling issues. A detailed (as known by the answering party at the time of the writing) written, or digital, answer shall be given to the union committeeperson within three (3) working days after the meeting.

(3):

Revise Paragraph 43:

(43) Any grievance involving a dispute regarding an employee's job assignment which has resulted in a loss of work (except as provided in [a] below), or a refusal of Allison to return an employee to work from sick leave of absence by reason of the medical findings of a physician or physicians acting for the Allison, will be initiated at Labor Relations, if such findings are in conflict with the findings of the employee's personal physician with respect to whether the employee is able to do a job to which the employee is entitled, in line with the employee's seniority, or do the disputed job assignment as the case may be. Failing to resolve the question, the parties may refer the employee to a local clinic or physician mutually agreed upon for an impartial medical opinion as to whether the employee is or is not able to do a job to which the employee is entitled, in line with the employee's seniority, or do the disputed job assignment as the case may be. If Allison and the UAW are unable to agree on any aspect of the referral to a clinic or physician, the case may be appealed as provided in the grievance procedure. Without adding to or modifying any other provisions of this Agreement or any of its Supplements, where an Impartial Medical Opinion (IMO) Program is in effect in a plant the medical authority(s) approved for such program may be the "local clinic or independent physician" provided for above. The expense of any mutually agreed to physical examination(s) in accordance with the above provisions of this Paragraph (43) shall be paid one half by Allison and one half by the Local UAW.

(4):

Revise Paragraph 49:

(49) Deductions from an employee's wages to recover overpayments made in error will not be made unless the employee is notified prior to the end of the month following the month in which within 45 days of the day the check (or payroll order) in question was delivered to the employee. Deductions for overpayments shall be limited to no more than \$150 per pay check. If the employee is on any type of leave the amount deducted will be postponed until the employee returns to work.

(5):

Revise Paragraph 63b(a)(1):

(63b) An employee may have a maximum of twenty (20) applications for transfer on file at any one time as follows:

(a) The employee may specify a classification, a shift, plant and/or a department.

(1) Plants may be designated as 3, 4, 6, 12, 14, 15, 16 and 17. Further, Plant 20 will be subject to a joint selection process.

(6):

Add subsection (i) to Paragraph 64:

- (i) Exiting the Workforce as follows:
 - (1) An employee who exits the workforce under the terms of this Agreement shall cease to be an employee and shall have seniority cancelled as of the last day worked.
 - (2) In order to "exit the workforce" pursuant to this Agreement, an employee must:
 - (a) Submit a notice of intent to exit the workforce a minimum of 60 days before the last day of work; and

(b) Have achieved a minimum of:

1. 30 years length of service; or

- 2. 55 years of age and a minimum of 10 years length of service; or
- 1.3. 85 points, which is a combination of years of age and length of service

(7):

Add subsection (n) to Paragraph 65:

(65) (n) Instances of continual loans in an affected group will be addressed by the UAW Shop Committee, Management, and Labor Relations.

(8):

Revise Paragraph 66(c):

(66) (c) Group 1 – The employee will be transferred to any Group 1 classification. An employee having seniority in the Transmission Rework Mechanic/<u>Transmission Test</u> <u>Mechanic</u> classification shall be considered as having previously satisfactorily performed the Assembler Skilled classification.

Revise Paragraph 66(e):

(66) (e) Group 3 – The employee will be transferred to any Group 3 classification. An employee having seniority in the Coordinator/Heat Treat Control classification shall be considered as previously satisfactorily performed the Heat Treat/Material Services classification. An employee having seniority in any Group 3 classification shall be considered as having previously satisfactorily performed the Oiler classification.

Add subsection (1) to Paragraph 66(g):

(66) (g) When employees cannot be placed under any of the above provisions, they may fill openings in the General Group, displace the least senior employee in the General Group, or exercise their rights provided in Paragraph (59)(j).-Employees surplused to the lower paid General Group due to a reduction in the workforce will remain at the same pay rate of the last classification held prior to entering the General Group. An employee having seniority in the Manufacturing Support classification will be considered as having previously satisfactorily performed the Warehouse Services classification.

(1) Instances when Employees are surplused to a lower paid classification, not in the General Group, will be discussed with the Chairman of the Shop Committee and the Executive Director, Operations.

(9):

Revise Paragraph 71(m):

(71) Extra work in periods of part-time operation, and overtime, should be equalized among the employees in the group engaged in similar work, as far as practicable. Information concerning equalization of hours status will be openly displayed in the department in such a manner that the employees involved may check their standing.

(m) Management will schedule work in such a manner that hours shall be more equally divided between shifts, provided the shifts have similar productive capabilities. Hours will be tracked and monitored through UAWCAS, or its replacement, in efforts to equalize overtime between the shifts. Where there is only one shift in a group and a new shift is established it shall start at the average of the established shift. Where two shifts exist and a third shift is established, it shall start with the average of the two existing shifts. It is agreed that upon request from the Chairman of UAW Local 933, a discussion with the Executive Director of Human Resources shall take place to investigate excessive spreads between the shifts.

(10):

Revise Paragraph 76c:

(76c) The Parties further agree that contemplated discipline should be discussed in a calm manner allowing for an objective evaluation of the facts. For situations in which emotions preclude this from happening, the parties agree that, as a matter of practice and when possible, such discussions should be postponed until such time that, in the opinion of Management, a constructive exchange of information could occur.

Notwithstanding the foregoing, the parties recognize that certain actions such as assault, or other serious acts of misconduct, render the "cooling off" period totally inappropriate. <u>District Committeeperson will be contacted if any employee is sent out for a "cooling off" period.</u>

Providing or not providing a "cooling off" period will be without prejudice in the application of any terms of this Agreement and will not be cited or relied upon by an employee or either party as a basis for any grievance.

(11):

Revise Paragraph 89b:

Night Shift Premiums

(89b) A premium of <u>one dollar and fifty cents (\$1.50)</u> sixty cents (\$0.60) per hour on night shift earnings, including overtime premium pay, will be paid to employees hired after February 1, 2008 for time worked on shifts scheduled to start after 11:00 o'clock a.m. First shift employees who's shift starts before 4:48 am will receive <u>one dollar and fifty cents (\$1.50)</u> sixty (\$0.60) per hour for all hours worked that day.

(12):

Add subsection (3) to Paragraph 98:

(98) Wage Rates and Wage Progression

- (1) Wages and wage progression are set forth by job classification in Schedules D & E.
- (2) All employees who were active with Allison as of the effective date of this Agreement have a starting wage equal to their prior base rate.
- (3) During the course of this Agreement, the Company may, in its discretion, increase starting rate by job classification so long as the starting pay does not exceed the second step of the progression for the classification, as established in this Agreement, with advance notification to the Chairperson of the Shop Committee.

(13):

Revise Paragraph 101(a)(1):

(101)(a)(1) An employee who retires or exits the workforce during the Lump Sum eligibility year provided in Paragraph (101) and who, but for such retirement, would have had seniority as of the designated eligibility date, shall qualify for the Lump Sum as defined in Paragraph (101).

(14):

Revise Paragraph 194:

(194) Eligible employees may use forty (40) hours of their vacation entitlement during the eligibility year, vacation restricted (VR)., provided their absence from work is for not less than

four (4) continuous hours and is excused for illness (when not receiving Sickness and Accident benefits), or personal business, or a leave of absence for vacation purposes. Periods of absence less than four (4) continuous hours may be granted by Allison upon prior approval.

Employees subject to the Special Procedure for Attendance will have VR time allocated per the terms of Document 8. Use of VR time on Friday or Monday does not automatically excuse employees for Plan A Saturdays.

Employees that are not in the Attendance Procedure and did not have perfect attendance the previous calendar year, or have been hired in the current calendar year and have achieved seniority, will be granted VR hours for unscheduled absences, up to three (3) instances, provided their absence from work is for not less than four (4) continuous hours and a request for regular vacation time off had not been previously denied, subject to the terms of this agreement. Use of VR time on a Friday or Monday does not automatically excuse employees for a Plan A Saturday. VR hours remaining after the three (3) instance outlined above may be taken for unscheduled absences subject to Management approval.

For employees that had perfect attendance the previous year, 40 hours of their vacation entitlement during the eligibility year for unscheduled absences up to five instances provided their absence from work is for not less than four (4) continuous hours and a request for regular vacation time off had not been previously denied. VR time will not be approved on the last scheduled work day before and the first scheduled work day after holidays. In no instance will VR time be allowed if the time off is as a result of concerted action by the employees or the Union.

Employees will be entitled 4 tardies (1 hour or less), per calendar year, to be covered by VR hours balance.

For employees utilizing FMLA such employees can retain up to 40 Vacation Restricted (VR) hours.

Further, Management will have the ability to "blackout" three dates during any calendar year in which VR time may not be used. These dates will be communicated to the Union at least seven (7) days in advance. Any portion of the forty (40) hours remaining after the five instances have been allocated, as outlined above, must be scheduled in advance. Periods of absence less than four (4) continuous hours may be granted by Allison upon prior approval

(15):

Revise Paragraph 218b:

(218b) When death occurs in a seniority employee's immediate family as defined below, the employee, on request, will be excused for <u>the time period noted below</u> any of the first three (3) normally scheduled working days or the first five (5) normally scheduled working days in the case of the death of an employee's current spouse, parent, child, or stepchild (excluding

Saturdays, Sundays and holidays) immediately following the date of death, or at a mutually <u>agreed upon timeframe</u>. The five-(5) day limit will also apply in cases of multiple deaths of members of the employee's immediate family resulting from a single incident. The immediate family for purposes of this Paragraph (218b) is defined as including the employee's:

Three (3) days	Five (5) days
Grandparent	Current Spouse
Great Grandparent	Parent
Grandchild	Child
Brother	Step-Child
Step-Brother	
Half-Brother	
Sister	
Step-Sister	
Half-Sister	
Current Spouse's Parent	
Current Spouse's Step-Parent	
Current Spouse's Grandparent	
Current Spouse's Great Grandparent	
Current Brother-in-law	
Current Sister-in-law	
Current Son-in-law	
Current Daughter-in-law	
Current Step-Parent	

Current Spouse Parent Step-Parent Grandparent Great Grandparent Child Step-Child Grandchild Brother Step-Brother Half-Brother Sister Step-Sister Half-Sister **Current Spouse's Parent** Current Spouse's Step-Parent Current Spouse's Grandparent Current Spouse's Great Grandparent (16):

Revise Paragraph 223:

(223) This Agreement shall continue in full force and effect without change until 11:59 P.M. (Indianapolis time), November 14 $\frac{2023}{2027}$. If either party desires to terminate this Agreement, it shall, 60 days prior to November 14, $\frac{2023}{2027}$, give written notice of the termination. If neither party shall give notice to terminate this Agreement as provided above, or to modify this Agreement as hereinafter provided, the Agreement shall continue in effect from year to year after November 14, $\frac{2023}{2027}$, subject to termination by either party on sixty (60) days' written notice prior to November 14th of any subsequent year.

If either party desires to modify or change this Agreement it shall, sixty (60) days prior to November 14, 20232027, or any subsequent November 14th date, give written notice to such effect. Within ten days after receipt of said notice, a conference will be arranged to negotiate the proposals in which case this Agreement shall continue in full force and effect until terminated as provided hereinafter.

If notice of intention to modify or change has been given in accordance with the above provisions, this Agreement may be terminated by either party on thirty (30) days' written notice of termination given on or after the next October 14th following said notice of intention to modify or change.

(17):

Addition to Skilled Trades Supplement to the Seniority Agreement – Appendix C:

11. An employee who exercises their 150 rights under the provisions of this Agreement and is subsequently moved via the Seniority Agreement shall be permitted to make application under Appendix C immediately.

(18):

Revise Schedule A, Section I. Eligibility:

I. Eligibility:

Plan participation will commence in 2017, and remain in effect for each year of this agreement.

All hourly represented employees are eligible to participate provided they have worked 1,000 hours during the course of each year in which payment is made.

Employee is on the active role or on an approved leave at the time the payment is made.

Employees that retire<u>or exit the workforce</u> following the completion of the plan year will receive payment.

Employees that worked 1,000 hours during the plan year and retire<u>or exit the workforce</u> prior to the end of plan year will be eligible to receive payment. Workers Compensation compensated hours shall be counted for purposes of determining whether an employee has worked 1,000 hours.

(19):

Addition of New Memorandum of Understanding – Alternative Work Schedules:

MEMORANDUM OF UNDERSTANDING ALTERNATIVE WORK SCHEDULES

During 2023 negotiations, the Parties discussed the importance of satisfying all customer quality and other requirements on a timely basis and balancing those needs with work/life needs. The Parties also discussed the need for increasing retention, strengthening employee growth, and decreasing turnover. Such issues are critical for Company performance, successfully competing for future customer programs, and job growth and security for Allison Transmission employees. Allison Transmission and the UAW are jointly committed to work together to accomplish these ends.

One of the issues discussed in this regard was the uncertainty of changing customer requirements that may occur during the term of the collective bargaining agreement, and the importance of Allison's ability to respond to these changes in a timely manner. An example discussed was customer driven changes that may necessitate consideration of alternative work schedules. Notwithstanding Paragraph 8 of this Agreement, the Parties have agreed that the Company has the ability during the term of the collective bargaining agreement to implement alternative shift schedules on a "pilot project" basis, so long as the Union is provided at least thirty (30) calendar day notice. After discussion with the Shop Committee, the Company will select the department for the pilot project. If department employees vote to approve moving forward with an alternative work schedule pilot, the alternative work schedule will be implemented for no less than six (6) months and no longer than one (1) year, unless an extension is mutually agreed. If the employees in the selected department vote not to move forward with the alternative work schedule and after discussion with the Shop Committee, the Company may select a subsequent group(s) for the pilot project. This subsequent group(s) will be entitled to vote under the same criteria as mentioned above. At no point would any group(s) be forced to adopt the "pilot project" without a vote and the majority favor the Alternative Work Schedule.

Within ninety (90) calendar days of the pilot project's scheduled end date, the Chairperson of the Shop Committee and Executive Director, Operations will meet to review the success and

impact of the pilot project and the potential to expand or extend the project, as desired. Any expansion of the project to other departments by the Company will only occur after a majority vote of the department employees following at least thirty (30) calendar day notice to the Union.

(20):

Addition of New Memorandum of Understanding – Plant 14:

MEMORANDUM OF UNDERSTANDING

Plant 14

During the 2023 negotiations, the Company discussed at length the need for workforce flexibility within Plant 14, considering the extended period of and investment in the training of the workforce. During the term of this Agreement, the parties will meet to discuss ways in which to increase stability and skill retention in the workforce within Plant 14. The discussions will include items such as qualifications and training by classification, Transfer Rights, Shift Preference Rights, Temporary Layoff, and Surplus/Permanent Layoff, among other items important to the Union or the Company.

Any resolution mutually reached by the parties will be memorialized in writing and signed by both parties.

(21):

Addition of New Memorandum of Understanding – Outstanding Demands:

MEMORANDUM OF UNDERSTANDING OUTSTANDING DEMANDS

During the 2023 negotiations, the Union and the Company discussed at length a very large number of demands submitted by the Union on behalf of the membership. Although all demands were presented by the Union and responded to by the Company, the parties were not able to resolve all of the demands to the satisfaction of both parties during negotiations. Because the subjects of discussion regarding many of these demands had merit to both parties, but required more in-depth discussion and information to come to better understandings, the parties have determined to create a process to continue discussion of those demands that were not fully resolved during negotiations to the parties' satisfaction. In addition, the parties anticipate that the process described in this letter will be utilized during the term of this Agreement to avoid the need for members to reserve raising or addressing demand-type concerns until negotiations begin for the next Agreement.

Following ratification of this Agreement, the Executive Director of Plant Operations and UAW Local 933 Shop Committee Chairperson will meet at least three times during Q1 of 2024

to continue discussion of the unresolved demands raised during negotiations. The Executive Director of Plant Operations and UAW Local 933 Shop Committee Chairperson may meet more often than provided if mutually agreed. For purposes of facilitating productive discussions, the Executive Director of Plant Operations or UAW Local 933 Shop Committee Chairperson may elect to bring up to two (2) subject matter experts, respectively. If any specified demands remain unresolved following the discussions between the Executive Director of Plant Operations and UAW Local 933 Shop Committee Chairperson, the FMCS will be contacted and mediation will be scheduled at a mutually agreeable time in Q4 of 2024.

In addition, seniority employees may address concerns that would otherwise result in a demand of some kind with their Union leadership, up to and including the appropriate Zone Committeeperson, at any time during the term of this Agreement. Those discussions may identify other or additional applicable avenues or approaches to understand and respond to such demands, including, in some instances, the grievance procedure (if necessary). In the event the demands are not resolved by the parties to their satisfaction, they will then be considered by the appropriate level of both Union leadership and management prior to being raised to the Executive Director of Plant Operations and UAW Local 933 Shop Committee Chairperson, who may discuss as part of their regularly scheduled meetings. For purposes of facilitating productive discussions, the Executive Director of Plant Operations or UAW Local 933 Shop Committee Chairperson may elect to bring up to two (2) subject matter experts, respectively.

Any resolution reached as a result of discussion between the Executive Director of Plant Operations and UAW Local 933 Shop Committee Chairperson or the FMCS mediation will be memorialized in writing and signed by both parties.

This Memorandum of Understanding shall expire on November 14, 2027, unless otherwise agreed to in writing by the parties.

(22):

Revise Doc. No. 8:

Doc. No. 8

MEMORANDUM OF UNDERSTANDING — SPECIAL PROCEDURE FOR ATTENDANCE

Mrs. Cindy Estrada Vice President IPS/CS Department International Union, UAW 8000 East Jefferson Avenue Detroit, MI 48214

Dear Mrs. Estrada: [insert new name and address]:

. . .

5. Absences excluded from this procedure which will not place the employee into the Attendance

Improvement Steps are as follows:

- Employees with 1% and under controllable absence
- Informal Leave of Absence
- Formal Leave of Absence
- Sick Leave of Absence when receiving Sickness and Accident benefits
- Compensable Leave
- Leave of Absence for Union Activity
- Leave of Absence for Public Office
- Leave of Absence for Military Service
- Educational Leave of Absence
- Leave of Absence Apprentice Training
- Absence for Jury Duty
- Absence for Short-Term Active Duty
- Bereavement
- Approved Vacation
- Vacation Restricted (VR) (Up to three (3) five (5) instances of absence as defined in Paragraph 8, below)
- Approved FMLA
- Disciplinary Layoff or Suspension
- Absences required to be protected by law
- Any time sent out by Plant Medical
- Absences when the employee is required to appear in court pursuant to a valid subpoena in a case where the employee is not a party
- Up to four (4) tardies (1 hour or less) as defined in Paragraph 194

6. Instances of absence subject to this procedure are defined as follows:

- A. Single or consecutive days of absence.
- B. Tardiness of four (4) hours or more, or five (5) hours or more in areas with Alternative Work Schedules.

7. Employees are expected to request time off as far in advance of the absence as possible. When instances occur in which an absence or tardiness could not be planned in advance, employees should make every reasonable effort to report their absence or tardiness as early as possible prior to the scheduled starting time of the shift for which they will be absent or tardy. The absentee call-in number is $1-\underline{833}-\underline{284}-\underline{6250}\underline{866}-\underline{684}-\underline{2409}$.

8. Absences not excused in advance will result in Vacation Restricted (VR) hours being allocated to each hour of absence, up to eight (8) hours, on each day of such absence. During any eligibility year, employees will be limited to a maximum of three (3) instances where VR time will be allocated to an absence which was not excused in advance. Employees who are

placed in Step 4 or 5 in the Attendance Improvement Steps must receive prior approval for use of VR hours.

- 9. Use of VR hours will not be permitted, unless excused in advance, on the following days:
 - A. Holiday qualifying days as specified in Paragraph (203)(3).
 - B. The last scheduled workday in the week preceding a Monday holiday specified in Paragraph (203).
 - C. The next scheduled workday in the week following a Friday holiday specified in Paragraph (203).
 - D. Absences on any of the above days, which may be the result of documented circumstances beyond the employee's control, will be taken into consideration by Allison as possible justification to excuse the absence.

10. Instances of absence beyond those identified in Paragraph 5, above, or an unexcused absence occurring on a day identified in Paragraph 9, above, will be subject to the Attendance Improvement Steps. A disciplinary interview will be offered in accordance with Paragraph 3 above. The Chairperson of the Shop Committee and the Labor Relations Manager will deal with any unforeseen circumstances expeditiously.

11. On December 1st of each calendar year a snapshot will be taken of the previous 12 months to determine which employees have greater than a 1% controllable absence rate. This snapshot will determine those employees that fall into the Special Procedure for Attendance for the following year. Those employees with greater than 1% absence rate will be subject to the Attendance Improvement Steps detailed in this Memorandum of Understanding. If an employee with greater than a 1% absence rate is successful in driving the percentage below 1% prior to the new snapshot being taken on December 1st, he/she will be subject to the regular discipline procedure for attendance. In the event the employee is able to reduce their absence rate to where they are no longer part of the Special Procedure for Attendance, any discipline accrued will not be used as part of the regular discipline procedure for attendance.

12. The controllable absence rate is calculated by dividing the "core absence hours" by the "available core hours". "Core absence hours" is defined by any absences defined in #6 of this document during any available core hours. "Available Core hours" is defined as normally scheduled shift hours, not including overtime or holidays.

13. The Special Procedure for Attendance establishes fixed outcomes with respect to all matters contained in the Attendance Improvement Steps chart and supersedes any other understandings and agreements pertaining to attendance matters. Each action will remain on record until the defined "Time on Record" for that step has expired. In the event an employee is issued a subsequent action, all prior actions will remain on record until the most recent action attains its defined "Time on Record," at which time the employee's record will be cleared of this and all previous action steps.

	ATTENDANCE IMPROVEMENT STEPS								
Step	Absence/Instance	Action	Time on Record						
1	First	First Written Warning	36 Months – Providing no further non-excludable absences; extended by periods of leaves.						
2	Second	Second Written Warning	612 Months – Providing no further non-excludable absences; extended by periods of leaves.						
3	Third	Referral to EAP Services and Balance of Shift Plus 1 Day Unpaid Time Off	<u>918</u> Months – Providing no further non-excludable absences; extended by periods of leaves.						
4	Fourth	Balance of Shift Plus 3 Day s Unpaid Time Off	<u>12</u> 18 Months – Providing no further non-excludable absences; extended by periods of leaves						
5	Fifth	Balance of Shift Plus 1 Week Unpaid Time Off	<u>12</u> 18 Months – Providing no further non-excludable absences; extended by periods of leaves.						
6	Sixth	Termination of Employment							

14. The parties are specifically empowered to periodically review and evaluate this procedure and make mutually satisfactory adjustments in the mechanics of its operation during the term of this Agreement.

15. An employee who has had an absence, due to documented extraordinary circumstances beyond their control may request a review with their supervisor and District Committeeman. At the conclusion of the review, Management reserves the right to assess the next appropriate step of the Attendance Improvement Steps. A grievance may be filed as a result of placement into the Attendance Improvement Steps.

Very Truly Yours, <u>Mary Anne Hoffman Lorraine Parker-Clegg</u> Vice President Human Resources

(23):

Revise Doc. No. 27:

All positive test results will be subject to a mutually agreed to third party evaluation upon request of either party. If the results of the second test of the sample show employee's levels are under Doc. 27 limits, the employee will be returned to work with pay upon receipt of the results, and will be compensated for all lost time waiting for third party results. Problems selecting a third party may be referred to Manager of Labor Relations and the Chairman of the Bargaining Committee. Employees who refuse to be tested will be treated as though they had tested positive.

(24):

Remove Doc. No. 70 from the Agreement.

(25):

Revise Doc. No. 94:

Doc. No. 94

Income Protection

Mrs. Cindy Estrada Vice President IPS/CS Department International Union, UAW 8000 East Jefferson Avenue Detroit, MI 48214

Dear Mrs. Estrada: [Insert new name and address]:

Allison Transmission has agreed to pay each eligible employee <u>\$1,000.00 during the following</u> weeks the following amounts, less applicable tax withholdings, on the following dates:

December 15, 2023	<u>\$1,000.00</u>					
December 13, 2024	<u>\$1,250.00</u>					
December 12, 2025	<u>\$1,500.00</u>					
December 11, 2026	<u>\$1,750.00</u>					
December 17, 2018						
December 16, 2019						

December 14, 2020 December 13, 2021 December 12, 2022

In order to be eligible for this payment, employees must be active on the date listed above, including employees on an approved leave of absence.

Very Truly Yours, <u>Mary Anne Hoffman-Lorraine Parker-Clegg</u> Vice President Human Resources

(26):

Addition of New Document regarding Previous Demand Settlements:

Doc. No. XX

PREVIOUS DEMAND SETTLEMENTS

Mr. George Freeman III Chairperson Shop Committee UAW Local 933 2320 South Tibbs Indianapolis, IN 46241

During the 2023 negotiations, the parties spent a considerable amount of time discussing demand settlements from previous negotiations. The parties previously agreed to print a comprehensive booklet of those demands in 2003 and again in 2008. Additional demand settlements were agreed to in 2008, 2012, and 2017. The parties have agreed to collect and print a comprehensive booklet of those demand settlements that continue to affect day-to-day labor relations on the shop floor in a separate Demand Settlement booklet. All other demand settlements not specifically agreed upon are null and void.

Matt Carter Executive Director, Plant Operations

(27):

Revise Doc. No. 7 – Memorandum of Understanding Health and Safety:

Doc. No. 7

MEMORANDUM OF UNDERSTANDING

HEALTH AND SAFETY

I. INTRODUCTION

The health and safety of all employees is vital for the effective and efficient operation of Allison. Accordingly, Allison recognizes that employees are its most valuable asset and is committed to protecting the Health and Safety of each employee as <u>both</u>, the overriding priority and a Guiding Principle. Allison recognizes the importance of providing a safe and healthful working environment for all employees. Allison and the UAW leadership have demonstrated a visible commitment to protecting employees from work-place hazards, and are committed to working jointly toward a safer workplace through the involvement of all employees.

The "Memorandum of Understanding" has provided an excellent framework for the joint efforts in health and safety within Allison. The success of this process has demonstrated that the Local Joint Health and Safety Committee and the Safety Review Board, provided for in this Memorandum of Understanding, are effective at resolving most health and safety concerns.

II. UAW-ALLISON CORE ELEMENTS OF HEALTH AND SAFETY

The agreement on health and safety considers the needs of Allison, the needs of our employees, and recognizes that all incidents are preventable. The success of this program is dependent upon a relationship built on mutual trust and respect as well as a willingness to work jointly to resolve issues and concerns in the health and safety arena. The safety process is driven by the Five Core Elements of Health and Safety:

- The Safety Review Board (SRB)
- Incident Investigation
- Safe Operating Procedures
- Safety Observation Tours
- The Employee Safety Concern Process

1. SAFETY REVIEW BOARD

The SRB is responsible to review and discuss safety compliance, conformity, initiatives, and trends. The SRB will lead and enhance Allison's health and safety performance and monitor the implementation of health and safety processes. The SRB represents the highest level of accountability available and provides strong direction on health and safety priorities. The corporate tone towards health and safety is established at the SRB. Additional responsibilities of the SRB are outlined in section VI of this document.

2. INCIDENT INVESTIGATION

The parties agree that it is our highest priority is to eliminate hazards, thereby preventing incidents. Nevertheless, when an incident does occur, whether it involves an injury, near miss, or property damage, we are committed to investigating, documenting, and preventing future incidents.

3. SAFE OPERATING PROCEDURES

Nearly every work task and process <u>hashave</u> the potential to cause harm to workers, equipment, facilities, materials, or the environment. Safe Operating Procedures manage risk by outlining detailed step-by-step instructions for work tasks. <u>Work instructions in the form of SOPs and STAs will be reviewed annually, when new processes are identified, or when changes to an existing process occur. These work instructions will be augmented by PPE Assessments and reviewed annually by departmental supervisors.</u>

4. SAFETY OBSERVATION TOURS

Safety Observation Tours provide valuable perspectives that identify hazards in the work environment and in behaviors. Several groups are required to conduct SOTs. The Parties believe that having observers from different levels throughout the organization promotes a diverse approach to evaluating the effectiveness of our overall health and safety program.

5. EMPLOYEE SAFETY CONCERN PROCESS

The Employee Safety Concern Process fosters engagement and brings accountability to the hazard reporting process. It is essential that employees understand that their safety concerns are important to all levels of Leadership. Leadership will demonstrate support of this process by documenting and driving follow through for corrective action. Leadership will follow up with each employee who uses this process to ensure that the employee is satisfied with the corrective action taken to address the safety concern.

III. UAW-ALLISON HEALTH AND SAFETY PROCESS

The parties have developed a joint health and safety process that allows for continuous improvement and the resolution of health and safety issues, differences, and misunderstandings. That process provides for the review and expeditious resolution of health and safety issues at various levels including:

- The Local Joint Health and Safety Committee (LJHSC)
- The Regional Joint Committee on Health and Safety (RJC)
- Allison Transmission, Inc. (the Company)
- 1. Local Joint Health and Safety Committee
 - A. PURPOSE

The LJHSC is primarily to serve as a technical resource and consulting team to Allison and the UAW in matters regarding employee health and safety. In the performance of its role, the LJHSC should coordinate joint activities directly related to employee health and safety and the prevention of occupational injuries and illnesses. Among these activities are job related health and safety training, hazard communication, participation in SOTs, policy reviews, incident investigations, industrial hygiene technician sampling, and ergonomics.

B. MEMBERS

- The Local Joint Health and Safety Committee will consist of at least one (1) representative appointed by Allison, and the UAW Health and Safety representative(s) appointed by the International UAW. The Union member(s) will receive, without personal cost, adequate and necessary training to enable the effective performance of assigned functions.
- 2) Local Joint Health and Safety Committee members on different shifts, in accordance with Document 46, may have such members attend mutually agreed upon meetings. The Parties will allow the alternates for such members to handle current Health and Safety issues arising during the absence caused by the regular member's attendance at such meetings.
- 3) In the event that a UAW Health and Safety Representative is absent for one day or more, including off-site training, such representative will be replaced by an employee who has been designated as the alternate by the International UAW. The International UAW shall provide to Allison the names of the employees designated.
- 4) A Health and Safety Representative, who is appointed by the International UAW, shall have only the duties and functions as set forth in this Memorandum. Such representative shall be subject to the provisions of the following paragraphs of the Agreement: Paragraphs (17), (19), (20), (21a), (21c), (22), (22a), (22b), (23), (23a), (24), and (27). Although it is recognized that they are not Zone Committeepersons, during regular hours the Health and Safety Representative shall be paid and shall be scheduled to report at the plant for Health and Safety representation purposes in the same manner as a Zone Committeeperson, with a designated Health and Safety representation area on the representative's shift as the zone. During other than regular hours, the representative will be scheduled to report for Health and Safety representation purposes as follows:
 - a. During overtime, part-time or temporary layoffs, or inventory when three hundred (300) or more or fifty percent (50%) or more of the people on the representative's shift are scheduled to work. In addition, when new equipment and/or processes are being installed or tried out and one hundred (100) or more of the people on the representative's shift are scheduled to work.
 - b. During shutdown for product change, or for facility rearrangement when one hundred (100) or more of the people on the representative's shift are working on product change or facility rearrangement work.

c. During overtime hours, when fewer than three hundred (300) or less than fifty percent (50%) of the people on the representative's shift are scheduled to work, they will not function pursuant to this Memorandum of Understanding. The representative will be scheduled to function as a Health and Safety Representative when work is otherwise available in the representative's equalization group in accordance with Paragraph (71) of the Agreement.

C. RIGHTS

The parties agree that the Local Joint Health and Safety Committee is empowered to make mutually satisfactory modifications and additions to the health and safety portion of this agreement, providing they do not conflict with Federal or State regulations, or approved programs and/or language set forth in any other portion of the National Agreement.

D. RESPONSIBILITIES

- Meet twice a month at a mutually agreeable time and place to review health and safety conditions within the plant; and make such recommendations in this regard as they deem necessary or desirable. The Local Joint Health and Safety Committee will coordinate the activities of all appointed safety personnel (e.g., Industrial Hygiene Technician-Joint Ergonomic Technician, Safety Trainers, etc.). Periodically the Local Joint Health and Safety Committee will review the associated functions performed by International and local appointees (e.g., Ergonomic Technician-Industrial Hygiene Technicians, Safety Trainers, etc.) to ensure effective utilization of human resources and eliminate duplication of assignments. Discussion should include concerns from all areas of health and safety brought to the attention of the Local Joint Health and Safety Committee.
- 2) Make a health and safety observation tour once each two weeks. Prior to such observation tours, a review may be made of the OSHA 300 log.
- 3) Promptly investigate major accidents. Receive prompt notification of any employee fatalities or serious accidents resulting from work-related injuries. When such events occur during the 2nd or 3rd shift, the Management member of the Local Joint Health and Safety Committee will notify the Union member, inform the representative of the facts, and arrange upon request, for the representative to enter the facility and investigate such events.
- 4) Be informed in advance, when possible, and have the opportunity to accompany

Federal and State OSHA Governmental Health and Safety inspectors on compliance inspections. Accompany International UAW or professional Health and Safety consultants retained by Allison, including insurance inspectors, on regular surveys and those surveys requested by the UAW. A copy of such reports will be provided, upon request, to the Local Joint Health and Safety Committee regarding alleged violations of applicable local, <u>statestate</u>, or federal code or standard violation. The parties acknowledge that information contained in such surveys may be inaccurate or unfounded.

- a) Additionally, Allison will notify the Local Joint Health and Safety Committee whenever the company contracts for Industrial Hygiene or related services concerning facility environmental conditions where there are reasonable concerns that the conditions are having an adverse health impact on employees.
- b) Copies of any reports received from these surveys will be provided to the Local Joint Health and Safety Committee. Copies of reports will be forwarded to the co-chairs of the Regional Joint Committee by the Local Joint Health and Safety Committee.
- c) Reports and/or results of such surveys shall be for the use of the Local Joint Health and Safety Committee or the Regional Joint Committee.
- d) Information contained therein shall remain the property of Allison and will not be released without the expressed written permission of Allison. Advance arrangements should be made to permit participation in such surveys.
- e) The UAW does not waive any rights provided by federal or state law by such accompaniment.
- 5) Conduct a review on all Recordable and first-aid injuries that will include the Plant Director or designated representative, and the Medical Department when available.
- 6) Review Incident Investigation forms which would include an analysis to determine the contributing factors and root cause(s) so that appropriate corrective actions can be developed.
- 7) Develop an appropriate training program to be established for UAW members. Review, recommend, approve, and participate in safety education and information programs and employee job related health and safety training.
- 8) Where necessary, measure noise, air contaminants, and air flow with equipment

provided by Allison, and observe the use of appropriate industrial hygiene and safety testing equipment.

- 9) Review problems concerning serious or unusual situations affecting site health and safety and make timely recommendations.
- 10) Be provided copies of photographs taken which relate to health and safety matters in the plant and will forward them to the co-chairs of the Regional Joint Committee, if appropriate. Such photographs (including video, etc.) shall be for the confidential use of the Local Joint Health and Safety Committee and the Regional Joint Committee only. Such materials shall not be reproduced, published, or distributed in any way without the expressed written consent of Allison.
- 11) Be advised of breathing zone air sample results and known physical agents or chemicals to which employees are exposed, protective measures, and applicable emergency procedures. In addition, whenever it is determined that an employee has had a personal exposure exceeding either OSHA PEL's, NIOSH REL's or ACGIH TLV's, the Local Joint Health and Safety Committee shall be informed in writing of such exposure and the corrective action to be taken.
- 12) When any member of the Local Joint Health and Safety Committee has a reasonable basis for concluding that a condition involving imminent danger exists, the machine or operation will be taken out of service to perform any and allall corrective action. Communication to the other committee members must take place immediately so that a joint investigation can be carried out.
- 13) The Local Joint Health and Safety Committee will serve as members of the facility Hazardous Materials Control Committee.

2. The Regional Joint Committee:

A. PURPOSE

The Regional Joint Committee provides guidance to the LJHSC with respect to matters of Health and Safety.

B. MEMBERSHIP

The Regional Joint Committee on Health and Safety will consist of two (2) representatives of the International Union and two (2) representatives of Allison.

C. RESPONSIBILITIES

- 1) Meet at least twice a year at the request of the members of the UAW LJHSC at mutually agreeable times and places. A summary listing of the items discussed at the meetings will be provided.
- 2) Review problems concerning serious or unusual situations affecting site health and safety and make timely recommendations.
- 3) Review Allison's safety and health programs and make timely recommendations.
- 4) Review and analyze federal, <u>statestate</u>, or local standards or regulations which affect the health and safety programs within Allison.
- 5) Review and analyze the health and safety data that Allison is now required to compile on OSHA "Summary of Occupational Injuries and Illnesses" and Form 300A as they are now constituted.
- 6) Receive and deal with matters referred to them by the LJHSC. Reports, studies, etc., may be submitted to the Regional Joint Committee from the LJHSC, who may request the Regional Joint Committee to evaluate and/or interpret the reports, studies, etc. The Regional Joint Committee will normally respond within thirty (30) days from receipt of such request.

3. Allison Transmission Inc. (the Company)

A. PURPOSE

Allison's overriding priority is to protect the health and safety of each employee.

B. RESPONSIBILITIES

- 1) Provide the necessary or required personal protective equipment, <u>devices</u>devices, and clothing at no cost to employees.
- 2) Provide equipment for measuring noise, air contaminants, and air flow, which will be available for use by the representatives of the Local Joint Health and Safety Committee.
- 3) Provide training for members of the Local Joint Health and Safety Committee, and appropriate education, and training in health and safety for all employees.
- 4) Disclose to the Hazardous Materials Control Committee the identity of

chemicals or materials to which employees are exposed, including any information regarding remedies and antidotes for such chemicals. Information contained in each such disclosure shall remain the property of Allison and will not be released without the expressed written permission of Allison.

- 5) Provide a competent medical staff and facility.
- 6) The facility will ensure that an emergency response plan is in place which addresses all emergency response team training concerns and situations.
- 7) Provide to employees who are exposed to potentially toxic agents or toxic materials, at no cost to them, those medical services, physical examinations<u>examinations</u>, and other appropriate tests including audiometric examinations, lung function tests, and other appropriate medical surveillance as identified by the LJHSC at a frequency and to the extent necessary to determine whether the health of such employees is being adversely affected. These medical services also include employees who perform construction and demolition activities. Also, to provide the specific tests required for employees in jobs with special physical requirements.
 - a) Provide to each employee, upon request, a written report of the results of such examinations or tests which are related to occupational exposure. These results, as well as those instances where it is determined that an employee has had a personal exposure exceeding any of the -OSHA PEL, NIOSH REL or ACGIH TLV guidelines will be reviewed with the employee by the medical department prior to their release. Upon the employee's written request, copies of such information will be forwarded to the employee's personal physician. Problems regarding this procedure should be brought to the attention of Allison.
 - b) In addition, in those instances where a breathing zone air sample is collected, the employee will be notified of the results which will be entered on the employee's medical records.
- 8) Provide access, upon reasonable notice to Allison, to the International Union Health and Safety Representatives.
- 9) Direct the Local Joint Health and Safety Committee to provide prompt notification of fatalities, serious accidents or incidents, including chemical spills, having the potential for serious injuries or illnesses to the Regional Joint Committee.

10) Establish and maintain committees related to health and safety.

IV. HEALTH AND SAFETY RESOLUTION PROCESS

The parties agree to continue to use the existing joint health and safety process to improve health and safety and expeditiously resolve health and safety issues at the appropriate level.

It is the intent of the parties to address and resolve health and safety issues as they arise during the course of the existing contract. Utilizing this process will help fulfill the goal of both parties to resolve all Health and Safety issues **as quickly as possible** and **not let issues linger to be resolved during contract negotiations**.

The Memorandum of Understanding describes a procedure for resolving health and safety issues. Additionally, the parties agree that health and safety issues that meet any of the following criteria may be resolved in an expeditious manner using the procedure described below if the issue:

- Involves a disagreement about imminent dangerdanger-
- Would significantly impact <u>Allison</u><u>Allison</u>.
- Involves a policy issue not already covered within the jointly agreed upon policies for health and safety, and/or the Allison Agreement
- Is a result of new processes or technological advances advances?

1. Complaint Procedure

- A. Each District Committeeperson shall conduct a safety observation tour of their district one weekday each week for the purpose of examining health and safety conditions. The District Committeeperson will discuss with the supervisor and, failing successful resolution, with higher supervision, any problems which the Committeeperson feels requires correction. Every reasonable effort shall be made to settle the complaint at this point through discussion. If the problem remains unresolved, the Committeeperson may request the direct Supervisor to open up a safety concern utilizing the Employee Safety Concern Process. If the problem remains unresolved beyond the 21 day21-day allowance for a safety concern, the Committeeperson may then complete a "Health and Safety Complaint Form" in writing, in quadruplicate, which will include a statement of all the facts of the complaint.
- B. Complaints- by- employees- concerning- health- and -safety- issues -may -be -taken up- in accordance with Paragraph (29) of this Agreement with the understanding, however, that the Committeeperson, if called, will discuss the matter with the supervisor and, failing resolution, with higher supervision. If the matter is still not

resolved, the Committeeperson may complete a "Health and Safety Complaint Form," as described in (1A) above.

- C. The member of higher supervision will give Allison's answer promptly in writing on the "Complaint Form" within two (2) working days-" The Committeeperson will give to higher supervision two (2) copies of the "Complaint Form" and transmit one (1) copy to the UAW representative of the Local Joint Health and Safety Committee.
- D. The Local Joint Health and Safety Committee will within two (2) working days visit the area where the complaint arose and observe the conditions of the complaint complained of. Within a maximum of three (3) working days from the day of their visit, the Local Joint Health and Safety Committee will answer the complaint in writing. A unanimous decision by the Local Joint Health and Safety Committee will settle the issue. Failing such unanimous decision, the complaint will be discussed at a special conference attended by the Union and Management members of the Local Committee within two (2) working days, the Chairperson of the Shop Committee or the Chairperson's designated representative, and another member of Management. If the parties are unable to resolve the complaint in the special conference, the complaint will be answered by Local-Management within five (5) working days. Thereafter, Paragraph (37) of the Agreement will be applicable. Thereafter, the regular Grievance Procedure of the Agreement will be applicable.
- E. Health and safety complaints affecting substantial groups of employees may be initiated by the Health and Safety Representative. To do so, the representative shall submit a completed "Health and Safety Complaint Form" to the Chairperson of the Shop Committee. Should the Chairperson of the Shop Committee, upon investigation of the complaint, determine that the complaint has merit, the Chairperson shall sign the form and present it to Management in a special conference as outlined in IV (1)(D) above within five (5) working days.

2. Health and Safety Issue Resolution Procedure:

- A. If a health and safety complaint remains unresolved after the special conference as described in Section IV (1)(D) of this Memorandum, and Allison has given its answer, the Chairperson may bring the issue to the Regional Joint Committee (RJC) for resolution.
- B. If the issue is not resolved at the RJC, the assigned UAW International Representative (for Health and Safety) and the Vice President of Human ResourcesExecutive Director of Operations or Facilities may be contacted to assist in complaint resolution, provided it meets the above criteria.

- C. Thereafter, if the parties do not reach an agreement, the issue will then be returned to the initiating party with a written statement that no agreement has been reached. The issue will be returned to the special conference as described in Section IV (1)(D) of this Memorandum of Understanding for further action.
- D. When an issue is resolved, the parties agree to document and communicate to the appropriate parties, all health and safety issues resolved at the Regional Joint Committee or higher.

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

No provision herein will restrict the right of the Chairperson of the Shop Committee, Zone Committeepersons or District Committeepersons to perform their functions under the terms of the Agreement.

V. CORRECTIVE COUNSELING

Allison recognizes the responsibility of management to provide appropriate training, leadership, counseling_a and corrective action as necessary to eliminate unsafe practices or conditions from the workplace. Management and the LJHSC shall provide appropriate technical resources, safe practice instructions, support training and counseling. Unsafe practices or conditions that are observed normally require prompt action. Management so notified and/or observing such unsafe practices or conditions should take appropriate action promptly and document such action. The LJHSC will assist in counseling employees regarding medical evaluations and unsafe practices or conditions. Action taken to improve the safety performance of employees should be documented and copies retained by the LJHSC and/or Human Resources on a permanent basis.

Allison will continue to encourage the reporting of near-miss incidents. The foundation of any successful safety process rests with a cultural atmosphere that allows employees to bring potentially hazardous situations to the attention of management in order to achieve timely correction. This line of communication can only be achieved if employees are free to discuss "Near Miss" incidents with supervision without fear of reprisal. To encourage reporting of near miss incidents, Allison will instruct Supervision:

- On the importance of reporting "Near Miss" incidents.
- To include near misses as part of the current incident investigation process, including corrective action.
- To use counseling in lieu of discipline in those cases where an employee selfreports a "Near Miss" incident involving a violation of safety rules.

VI. SAFETY REVIEW BOARD

1. PURPOSE

The parties are committed to the continuous improvement of employee health and safety. In order to To place further emphasis on the implementation of the joint process and to enhance communication and resolution of health and safety issues throughout Allison, a Safety Review Board (SRB) has been implemented.

2. MEMBERSHIP

The SRB is co-chaired by the VP of Operations or their designee and the Shop Chairperson. The membership shall consist of the UAW Local President, the Shop Committee, Regional Joint Committee, and the members of the VP of Operations' staff, including Facilities Engineering, Manufacturing Engineering, Product EngineeringEngineering, and the Global Supply Chain.

3. **RESPONSIBILITIES**

- A. The SRB will meet monthly to review Allison's health and safety performance and monitor implementation of its health and safety programs. The LJHSC will attend all SRB meetings.
- B. In addition, the SRB may consider projects, studies, training, and other such matters that pertain to employee health and safety. Also, the SRB may seek advice from and may consider for implementation the health and safety needs expressed at that meeting, including, for example, special funding requests, projects, studies, training, and other employee health and safety matters.
- C. A Special Safety Review Board meeting will be convened in the event of a fatality. The purpose will be to recommend improvements in safety and health practices relative to any task under review in the investigation. An action plan will be developed by the Special Safety Review Board, and Allison and UAW Leadership will assess the implementation and progress of the action plan. The Special Review Board will convene one week after the <u>event, andevent and</u> issue its recommendations within two weeks after concluding its review.

4. AGENDA

A. A meeting agenda will be provided to SRB members as far in advance as practical.

B. Either party may add agenda items.

5. MINUTES

A. Minutes of topics discussed, and actions taken will be maintained.

B. The minutes will reflect the Union's position on any topic discussed or action taken.

A.C. Minutes will be available to SRB members after each meeting.

VII. ERGONOMICS

1. OVERVIEW

Allison and the International Union, recognize that Cumulative Trauma Disorders (CTDs) are occupational illnesses present in the industry.

The parties recognize that the control of CTDs is a complex issue often requiring the application of a number of several different control methods and technologies that may differ from operation to operation. These include an ergonomically appropriate design, along with feasible engineering and administrative controls that materially reduce or eliminate job related CTD stressors, employee and supervisory training and education, early recognition of the problem, early and proper medical diagnosis, treatment treatment, and care.

2. ADMINISTRATION

- A. Allison will continue to administer the Ergonomics Program and is committed to progressively pursue improving and enhancing the current process with the UAW. The purpose of the program is to deal cooperatively and constructively with the problem of CTDs in the workplace.
- B. Allison is committed to fixing jobs that are identified as a documented risk of employee injury. Effective corrective action for jobs which present a documented risk of injury require the timely use of sound judgment in combination with training, experience, and the following: any recognized ergonomic tool available in the ergonomics industry, injury/illness history, and past and future job plans.
 - Analysis results from the risk factor checklist and secondary analysis tools (when utilized)
 - UAW-ATI Snook Table
 - University of Michigan 3-D Static Strength Posture Prediction Equation
 - UAW-ATI Energy Expenditure Program
 - UAW-ATI Upper Extremity Tool A hybrid tool used on components
 - UAW-ATI Risk Factors Checklist
 - Rhomert-Roef Fatigue Recovery Covers
 - Hand Activity Level

- Strain Index
- Injury/illness history of both the job and the worker
- The history and future plans of the job
- 1991 NIOSH Lifting Equation
- C. Seats, -chairs -and -mats <u>or insoles</u> can- be -considered -appropriate -solutions- to control -specific ergonomic risk factors. Allison agrees to leave such devices in place when they are provided.

3. **RESPONSIBILITIES RESPONSIBILITIES**

- A. Allison has established selection criteria for the IHT-JET. The UAW Technicians will be selected from the local workforce and appointed to the position by the International UAW.
- B. The responsibilities of the IHT-JET will include, but not be limited to, the following:
 - Participate and advise in the "Design-in" Process that includes facility rearrangementsarrangements.
 - Conducting job analysis
 - Providing recommendations for corrective action
 - Monitoring the implementation of job improvements
 - Conducting review and follow upup-
 - Reporting monthly to the Safety Review Board, if applicable
- C. The IHT-JET will coordinate their efforts with the LJHSC, and resources from appropriate departments; e.g., Medical, Engineering, Skilled Trades, and Production, will be made available to support the IHT-JET.
- D. The IHT-JET will report monthly, if applicable, at each SRB and LJHSC meeting, and keep minutes specific to ergonomics. The SRB will ensure that the IHT-JET is involved in appropriate facility rearrangement activities. Additionally, the SRB will address significant problems or roadblocks encountered by the IHT-JET. Ergonomics reports will be provided upon request to the LJHSC and the SRB.
- E. The parties agreed to use the jointly developed process for the use of outside consultants in situations where in-house efforts concerning reduction of job CTDs are not successful. The consultant's reports will be made available to both the IHT-JET and the LJHSC.
- F. The SRB has the responsibility for supervising and supporting the ergonomics

program. When the UAW population of 750 or more employees exist, the parties will establish a Joint Ergonomics Technician Team, which will be comprised of one fulltime UAW Industrial Hygiene Technician – Joint Ergonomic Technician (IHT-JET) and one Allison Management Safety Representative. In addition, when a UAW population with 2,000 or more employees exist, Allison will supplement the Joint Ergonomics Technician Team with a second full-time UAW Technician. If less than 750 employees exist, the SRB will identify the resources to be trained to perform the responsibilities of the Joint Ergonomics Technician Team, as needed, and to administer the Ergonomics Program.

- G. In addition, the IHT-JET can request additional interim resources when the ergonomic needs exceed what the IHT-JET can be reasonably expected to accomplish in a timely fashion. Such requests will be reviewed and approved by the SRB. The local parties may refer unresolved issues or concerns to the RJC.
- H. All jobs where controls are implemented and/or corrective actions are completed must be re-analyzed to confirm sufficient reduction of risk factors.

4. JOB ANALYSIS

- A. Based on the results of the job analysis program, Allison shall implement feasible measures to control CTD risk factors. The IHT-JET, in conjunction with input from the workers, engineering, supervision, skilled trades and others, as appropriate, will make recommendations for corrective actions in accordance with the current ergonomics process. Once it is determined through the agreed upon ergonomics process that a job requires correction, recommendations for corrective action will be developed using the results of the jointly agreed upon analysis tools.
- B. Allison Transmission, Inc., SPEC-AT Safety and Ergonomics, Allison Transmission, Inc., SPEC-AT Safety and Ergonomics may be referenced for information regarding areas for potential improvement. These guidelines will undergo revisions as deemed appropriate by Allison with input from the UAW. A good-faith effort will be made to accomplish correction of identified CTD hazards at a particular job or work stationworkstation within four (4) months, and after the IHT-JET determines that corrective action is required.
- C. Interim abatement measures may be needed to reduce the risk of injury until the final corrective action is implemented. The parties acknowledge that there may be times when it may take longer than four (4) months to make the proper correction, and those reasons need to be documented.

- D. The corrective action will include any combination of the following:
 - 1) Engineering controls such as design, selection, location and orientation of tools, parts and equipment will be used.
 - 2) Administrative controls (e.g., job enlargement, job rotation, and appropriate job assignment) will be used in the following manner: as interim abatement measures pending engineering changes, when engineering changes are determined to be insufficient to significantly reduce the CTD stressors, and in those instances when an administrative control is the most effective fix among the possible choices for corrective actions. The SRB will monitor the corrective actions being implemented and any unresolved issues or concerns can be referred to the RJC.
 - 3) Allison will inform and instruct affected employees on the controls implemented at their work-station and how they are to be used.
- E. The facility will maintain documentation of modification activity, including the job or work-station identified for modification, number of employees affected, the nature of modification, the projected completion date, the actual completion date and, where available, the cost of the modification when completed.

5. PLANNING AND DESIGN

- A. Allison recognizes the importance of identifying and addressing ergonomic issues early in the planning and development process, and values the importance of receiving input from ergonomic personnel. Input from the IHT-JET on site specific ergonomic issues and practices will be provided to the design process at the earliest appropriate planning/design stage. This will include new technology, new productsproducts, and new processes.
- B. This LJHSC will continue to jointly review Allison Ergonomics' design guidelines associated with the Ergonomics Design Process. It is understood that final design decisions are the responsibility of Allison.

6. QUICK RESPONSE PROCESS

A. The Quick Response Process (QRP) will continue to be conducted to facilitate early identification of potential ergonomics problems according to guidelines established between Allison and the International Union, UAW. To facilitate the Quick Response Process, employees will be encouraged by all levels of floor supervision, IHT-JETJET, and the Medical Department Staff, to report early signs and symptoms of CTDs to the facility's Medical Department. The Ergonomics Evaluation Process will be applied to all jobs meeting any of the following criteria:

- 1) Ergonomics-related occupational medical visit,
- 2) Ergonomics-related Worker Compensation
- 3) Work-related sickness and accident data, or
- 4) Referral to the IHT-JET.
- B. A list of jobs in the process will be maintained relative to the above inputs. Job analysis will be conducted using any of the ergonomic tools stated above. Every effort will be made to conduct the Ergonomics Evaluation Process within two (2) weeks of when a job is identified by the above noted criteria. Job analysis and redesign will include input from employees whose jobs are affected.

7. TRAINING

- A. The joint parties will provide appropriate training for the IHT-JET as well as other resources responsible for conducting the ergonomics process.
- B. The UAW-ATI Ergonomics Awareness Education and Training Program will continue to be provided for newly hired employees.
- C. All newly hired employees will be informed on the proper use of the tools and equipment required to be used in the performance of their assigned duties.
- D. Allison shall annually review with employees the application of ergonomic principles to the prevention of CTD on their jobs during regular safety talks.

8. MEDICAL MANAGEMENT PROGRAM

- A. Allison Transmission shall require Medical Department personnel to be educated in CTDs and provide appropriate treatment. The LJHSC will audit a random sample of medical records, Workers Compensation reports, and work-related sickness and accident data to verify the OSHA 300 log is correct.
- B. The Medical Department is responsible for quality care, delivery of services, and legal compliance as it applies to ergonomics. This program will be jointly reviewed periodically for continuous improvement and elimination of unnecessary complexity.
- C. The RJC and the SRB will monitor implementation of this process and consider changes for continuous improvement.

VIII. ERGONOMIC JOB STRESSORS AND JOB ROTATION

The Parties have agreed to the following process to address employee concerns in this area.

- The joint ADAPT and IHT-JET in conjunction with the Plant Medical Department will identify a limited number of jobs in every Department that may be grouped together to provide specific muscle relief. This analysis will include the manufacturing departments and proceed into other areas once manufacturing is completed. In the event that there is mutual agreement to combine more than 50% of the jobs in a particular Department, a review meeting will be convened by the parties identified above and will include the Executive Director, Labor <u>RelationsRelations</u>, and the Chairperson to help ensure consistency in the job pairings.
- 2. Once job groupings are identified and agreed upon, a forced rotation will be implemented on such jobs subject to VIII (3) below. The job descriptions will be amended to reflect that the job groupings require rotation during the shift. Neither employees nor supervisors can change the rotation requirement without the approval of the Chairperson and the Executive Director, Labor Relations.
- 3. The rotations of the jobs in the agreed upon groupings will not start if it will require displacing an employee who had originally been placed through the ADAPT process. In these situations, rotation will be implemented only if the job groupings become available through transfer or if the employee becomes inactive for other reasons.
- 4. When considering future placement of employees through the ADAPT process in conjunction with the job groupings described herein, any such placed employee must be capable of performing all the jobs in the grouping.
- 5. When assigning medical restrictions, the Plant Medical Department will specifically review whether such restrictions can be limited to half a shift in order to provide greater flexibility, and therefore opportunity, to find a suitable job.
- 6. Any problems concerning the above will be reviewed and resolved by the Chairperson and the Executive Director, Labor Relations.

IX. HEALTH AND SAFETY TRAINING

- The LJHSC will continue to develop training programs to enhance employees' skills and abilities to perform their jobs in a safe manner. The LJHSC will be responsible for identifying employee job-related health and safety education and training needs that are mandated by the regulatory agencies.
- 2. The LJHSC will identify what health and safety training is needed, including monthly

safety talks, and daily start of shift safety messages.

- 3. A training needs analysis will be conducted by the LJHSC. Based on this analysis, a comprehensive training plan will be developed, and the necessary resources will be identified as part of the business planning process to provide such training. The Plan will specify target audiences, recommendations for completion dates, class size, and methods of delivery. The Plan will be reviewed by the SRB. The LJHSC shall be responsible for monitoring the progress of the training plan.
- 4. Required health and safety training will be introduced to plants by top UAW Leadership and Allison Management at the SRB. The LJHSC may approve the use of commercially developed courses. In addition, materials to be used in the observance of Workers' Memorial Day will be provided for review with all employees.
- 5. The Local Joint Health and Safety Committee will establish the appropriate selection criteria for health and safety trainers. Trainers selected will receive necessary instruction in conducting the specific training. Hourly plant trainers will be selected by the Local Union.
- **5.**6. Adequate space must be provided for classroom and hands-on training, including office space for the UAW Safety Trainers. In the event the Safety Training area must be relocated, the space must be mutually agreed upon by both parties.

X. LOCKOUT – ENERGY CONTROL POLICY

- Allison and the UAW only recognize Lockout as the primary way to control energy. Tagout shall not be utilized in any circumstance, unless approved through the use of using a safe operating procedure.
- 2. It is the policy of Allison and endorsed by the UAW that:
 - A. Lockout is required where employees may be exposed to hazardous energy that could cause injury. Exposure means that the employee is in a position to be injured by released energy.
 - B. Where an employee is exposed to potential injury from expected machine energy/motion, the exposure must be eliminated. If the exposure cannot be eliminated, the machine will be locked out.
- 3. Lockout Placards
 - A. Allison will utilize a common tool to generate a common lockout placard for new

machines and equipment. The tool will also be used to update existing placards into the common placard template whenever machinery and/or equipment is modified.

B. The facility will also be subject to an annual review of lockout placards. The review is to be conducted to ensure that the placards are still representative of the procedure required to lockout the equipment and that all lockout points are appropriately identified. Records of this annual review will be tracked by the SRB to ensure appropriate compliance.

XI. BUS PLUG-IN UNITS

The parties have discussed the practice of installing and removing busway plug-in units into and from energized electrical busway systems. The parties agree that, whenever possible, the practice of installation or removal of busway plug-in units will be performed with the busway de-energized. This practice supports the agreed upon policy that all bus plug-in units shall be installed and/or removed with the bus duct in an electrically safe work condition.

Further, it is recognized that events or conditions may arise that make it infeasible or present a greater hazard to de-energize the busway before insertion or removal of a plug-in unit. In such cases, the parties agree to follow the guidelines set forth in the Standard for Electrical Safe Work Practices.

XII. REFUSAL OF HAZARDOUS WORK

In line with the Memorandum of Understanding on Health and Safety, a worker(s) who has a reasonable belief that their work assignment places them in imminent danger, should immediately discuss the safety aspects of the work assignment with their supervisor, and has the right to refuse the assigned work. Failing resolution, the supervisor will suspend work and notify the LJHSC to promptly evaluate the work assignment. The LJHSC will conduct a hazard evaluation and determine if imminent danger exists in the work assignment. A work assignment determined to likely cause serious physical injury will be suspended and corrective actions implemented prior to its release. The LJHSC will inform the District Committeeperson of the situation. If the supervisor reassigns the work without first consulting with the LJHSC, work should be suspendedsuspended, or the equipment locked out.

Failing resolution of the matter, it may be taken up in accordance with the Memorandum of Understanding on Health and Safety Complaint Procedure.

XIII. INDUSTRIAL HYGIENE SERVICES

The LJHSC will develop and implement an annual air sampling plan. Such plans should be reviewed and implemented on an appropriately scheduled basis. Based upon the air sampling plan, an hourly employee selected by the International UAW, working under the technical supervision of the Safety Manager, may assist in the collection of air samples. Job function key elements of the IHT-JET will be established by the LJHSC, and the appointee will

demonstrate competency by successfully completing required training. Reports of industrial hygiene and noise measurement surveys will be provided to the LJHSC, who will provide it to the co-chairs of the RJC, if appropriate.

The LJHSC will decide when consultants are necessary to provide industrial hygiene and safety services. Qualifications of such consultants will be provided upon request. Reports prepared by such consultants will be provided to the LJHSC, who will provide a copy to the local Industrial Hygiene Technician and the co-chairs of the RJC.

XIV. PERIODIC JOINT AUDITS OF FACILITIES

The UAW and Allison agree that a formal system of performance review is an effective means of obtaining and re-enforcing compliance with established health and safety requirements. The parties, therefore, agree to mutually select a third_-party hHealth and safety consulting_or accreditation_organization_firm_will_to_conduct audits to evaluate the facility's health and safety performance. The International UAW Health and Safety Representative will be invited to participate during the audit. In addition, thean International UAW Health and Safety Representative may conduct an annual internal joint audits at a mutually agreed upon date and time. The purpose of the audit is to review the effectiveness of health and safety activities reaching the operations level and being implemented across the workplace. The parties also agree to enhance the current audit process by developing methods to assure the process is consistently applied and delivers measurable results. Additionally, the parties will develop a method to address repeat audit findings for identical deficient conditions found on consecutive audits. Audits will occur at least every three years.

The <u>audit</u> team will meet with the Executive Director, Plant Operations, Shop Committee Chairperson and the LJHSC before beginning the performance review₅ and have a closing conference upon completion of the on-site review. The finalized report will be prepared and sent to ATI, within thirty (30) days of the review. Following the finalized report, the LJHSC, after review by the Key Four, will replyprovide an action plan, addressing issues contained in the report. A monthly joint review of progress to correct deficient conditions will be performed by the Executive Director, Plant Operations, LJHSC and the Health and Safety Audit Module Champions. Additionally, all such review information shall remain the confidential property of ATI and will not be released without the expressed written permission of ATI.

The parties agree that through the joint audit process, they will verify that all facilities have an effective emergency notification system and that it is tested to achieve the best possible response time for the emergency involved. On an annual basis, each facility shall perform an appropriate evacuation and take-shelter exercise/validation on each shift when workers are present.

XV. NEW TECHNOLOGY/SPECIFICATIONS

Health and Safety shall be designed into new equipment, refurbished equipment and/or new processes. Allison and the UAW recognize the advantages of designing processes and equipment with effective health and safety controls. The parties established a joint Review of

Technology Process, consisting of at least one member of the LJHSC and one member of the Manufacturing Engineering group to address health and safety concerns early in the development process. The Process will utilize the Allison Technology Group as a resource, where deemed necessary by the committee. The main objective to the "Design-In" effort was to develop common design specifications for Allison in the manufacturing processes that incorporated health and safety program requirements. The process serves as a technical resource to work with the engineering group to assure that UAW-ATI health and safety program requirements are incorporated into the common design specifications.

In addition, the parties recognize the importance of the UAW's involvement in identifying health and safety issues in the product development and transformation process. As such, it is understood between the parties that Management will notify the LJHSC during the product development process to review potential health and safety issues that impact bargaining unit employees. The LJHSC will utilize the Review of Technology Process to review and address these health and safety issues.

In an effort to <u>To</u> improve safety in the development cycle, the parties agree to perform Task Based Risk Assessments (TaBRA), on new equipment and manufacturing systems. A Task Based Risk Assessment will be performed after the detailed designs are completed on new manufacturing equipment and/or processes. A review of anticipated equipment and/or processes will be held with the shop committee, the LJHSC, and the IHT-JET. The LJHSC and the IHT-JET, may be required to travel to vendors, plants, or other locations to participate in a design review of such equipment or processes. The Union will have an opportunity to discuss health, safety and ergonomics concerns with Management and make recommendations designed to improve the equipment and/or processes, consistent with the common design specifications.

Reviews will be made at the appropriate level (<u>i.e., i.e.</u>, Safety Review Board, and Regional Joint Committee), for new technology/process awareness and to discuss safety related issues and/or concerns.

Machinery, <u>equipment_equipment</u>, or processes will not be released for production without the written approval of the LJHSC and/or Review of Technology Champion. The IHT-JET will be consulted during this process. Any disputes will be resolved by the Safety Manager. Where required, lockout placards will be posted for all applicable energy sources. The parties discussed and recommitted themselves to continue the implementation of the UAW-ATI Lockout Placard Guidelines. These placards will continue to be reviewed during a UAW-ATI joint audit and should be reviewed during safety observation tours.

The LJHSC and, when appropriate, the IHT-JET, will consult with operators, skilled trades, engineers, supervisors supervisors, or related personnel to ensure that required safeguards and ergonomics features provide effective protection and do not interfere with their ability to perform their assigned tasks.

XVI. CONTROL OF CHEMICAL EXPOSURES

Allison will utilize either the OSHA PEL's, NIOSH REL's or ACGIH TLV's to assess employee exposure to chemicals in Allison's' facilities, as needed. Allison will use these standards as the basis for evaluating employee exposures and for taking appropriate corrective or preventive action.

Allison intends to control, through professional industrial hygiene practice and methods, employee exposures to the OSHA PEL's, NIOSH REL's or ACGIH TLV's in the work environment.

Allison and the Union have established an exposure guideline where cutting fluids are used. Allison has established a plan to reduce exposure to coolant aerosol. The exposure guideline includes:

- New equipment specifications that limit employee exposure to levels of MRFs equal to or less than 0.5 mg/m³ on a time weighted average
- A time weighted average of 1.0 mg/m³ for personal exposures to MRFs on existing machining equipment
- A management directive has been given to affected plants to emphasize the importance of routine housekeeping and maintenance for fluid systems and associated equipment

The Parties agree that prior to implementing new chemical technology/processes and changes to current chemical processes, reviews will continue to be made at the appropriate level (i.e. i.e., Safety Review Board, Regional Joint Committee and Hazardous Materials Control Committee), for awareness and discussion of safety related issues and/or concerns.

The LJHSC will review process exhaust ventilation systems where air is re-circulated. Air testing will be performed when requested by the LJHSC. To the extent feasible, these tests will be incorporated in the previously described air sampling plan. Recirculation will not be permitted where employee health and safety cannot be assured.

The UAW-ATI Industrial Hygiene Technician Program will include the following:

- A process for the assessment of intermittent exposures in skilled trades' jobs and non-routine tasks.
- The identification of appropriate performance checks, conducted at least annually, on local exhaust ventilation systems where employee exposures are equal to or greater than the chemical exposure guidelines stated above.
- Additionally, ventilation systems will be included in the planned maintenance program.

The IHT-JET will receive notice of initial <u>work related work-related</u> medical cases reporting symptoms such as headaches, nausea, skin problems, and respiratory complaints.

Records of laboratory testing and coolant additions will be maintained and made available to the LJHSC upon request.

XVII. ACCESS TO DATA

A joint procedure has been established for the review of injury/illness records with the LJHSC and the Medical Department. This medical department audit includes a review of Worker's Compensation cases as part of the current audit of injury/illness records. OSHA 300 log overrides will continue to be available for access by the LJHSC.

In order to To monitor the effectiveness of the programs, the parties recognize that all workrelated injuries and illnesses must be reported to the medical department as soon as possible. These injuries/illnesses shall be reported in accordance with procedures developed by the local SRB. Allison does not endorse the use of monetary or other tangible rewards for groups or individuals to discourage the reporting of work-related injuries or illnesses. The parties agreed that positive recognition for developing improved safety processes or accomplishing improved safety performance can be a valuable tool to continue to motivate managers, supervisors.

Allison agrees to continue to provide information <u>access to systems containing</u> pertinent to the joint investigation of health and safety issues.

XVIII. NOISE ABATEMENT/CONTROL PROGRAM

The parties recognize that Allison has a comprehensive Hearing Conservation and Noise Control Program for the purpose of continuous incremental improvements in noise reduction. Allison and the UAW have the responsibility to seek input from plant personnel in identifying noise sources and potential ways to reduce noise levels. The Hierarchy of Controls will be utilized to develop noise abatement programs in order toto reduce noise levels in areas where hearing protection is required.

The LJHSC will determine when a Noise Control Committee needs to be established. The LJHSC will:

- Ensure audiometric testing is performed for employees exposed above 85 dBA.
- Perform an annual evaluation of the noise abatement plan and provide recommendation for improvement to the Safety Review Board.
- Ensure reports follow formats specified in <u>the</u> Hearing Conservation and Noise Program.
- Ensure new and rebuilt equipment meet the Sound Level Specification (<80 dBA).
- Identify planned maintenance items related to noise control.

Allison and the IHT-JET will continue to conduct the annual noise exposure survey where operations exceed 80.0 dBA and provide findings to the LJHSC.

XIX. PLANNED MAINTENANCE

The LJHSC will jointly identify health and safety requirements to be integrated into the Quality Network "Planned Maintenance Action Strategy." These requirements will include both those that are regulated by government agencies and those established in UAW-ATI programs. The LJHSC will also review the "Planned Maintenance Action Strategy" to assure local regulations and/or practices currently in effect are included. Safety related information, such as established safe operating procedures, shall be included in the Planned Maintenance Program. Regular meetings between the LJHSC and QNPM representatives will be held at mutually agreed upon dates and times. LJHSC members will have access to Maximo, or its replacement and will be provided with training upon request.

Job plans provided to assigned employees for Safety Planned Maintenance work orders must identify specific measurements to be taken and the acceptable range for these measurements if appropriate. The level of acceptability or standard(s) to be met should be explicitly stated whenever practical. When not practical, the job plans must reference specific sections of the appropriate documents. When assigning Safety Planned Maintenance work orders, the supervisor's duty is to ensure such referenced documents are readily available to assigned employees.

XX. WORKING ALONE/ISOLATED AREAS

The parties have discussed Allison's policy regarding the assignment of employees to tasks in isolated locations. Anytime an employee is assigned to work alone in an isolated area, the Leadership will ensure an appropriate level of personal surveillance (see Allison Transmission, Inc. Working Alone Guidelines). Additionally, when work assignments involve situations hazardous to an employee, appropriate precautions will be taken in accordance with safe work practices, including air sampling and ventilation, when necessary, communications systems, personal surveillance arrangements and, as required, adequate support personnel. When an employee brings to Management's attention a situation where they are reasonably concerned that their safety is jeopardized because they are working alone, Allison will provide a copy of an applicable written Safe Operating Procedures (SOP) or Safety Task Analysis (STA) to the employee detailing precautions to take to perform the task safely.

XXI. CONTRACTOR SAFETY

It is Allison's practice to provide outside contractors with Allison Health and Safety policies and procedures. Allison will continue to use the "Construction Job Site Safety Plan" (CJSSP) for contractor safety and provisions for protecting the UAW-ATI employees during contractor work. The LJHSC will be afforded the opportunity to review the Contractor's Job Site Safety Plan_Plan and risk assessment(s) prior to commencement of on-site work, which includes a pre-work meeting with the contractor(s). Work activities will be periodically monitored thereafter for compliance. Additionally, Allison requires that construction or maintenance contractors comply with applicable Federal, State, and Municipal Health and Safety regulations as stipulated in the ATI/contractor contract. Allison will require, as a condition of the construction or maintenance contract, the contractor's commitment to abide by UAW-ATI Health and Safety work practices. Allison has also agreed to continue to report contractor incidents, including serious injuries and near misses, to the LJHSC.

The LJHSC will monitor contractor safety activity to insureensure compliance.

XXII. FUNDING: HEALTH AND SAFETY FUND

The LJHSC will direct the Health and Safety Fund. The Key 4 – Joint Activities will monitor the Health and Safety Fund. Funding shall include Health and Safety training, materials and/or equipment that support health and safety and promote safety in the workplace. To assure adequate funding for these activities, as of August 07, 2007, Allison will make available funding at \$.04 per hour worked, <u>capped at \$200K</u>. These funds will be accumulated by and coordinated administratively on behalf of the <u>Key 4</u> <u>Joint ActivitiesLJHSC</u>. In the event these funds are depleted, subsequent funding for future and reoccurring expenses, if approved, will be made available. <u>Should business conditions warrant an increase in the cap, the LJHSC may petition the Key 4 to review the need for and feasibility of an increase.</u>

XXIII. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Allison Transmission, Inc. will provide PPE at no cost to employees. Only company issued approved PPE that is mutually agreed to by the LJHSC shall be worn by the employee. The PPE provided will cover head, face, eye (including prescription), hand, foot protection, respiratory hazards, hearing hazards, fall hazards, and electrical hazards.

- 1. Eye Protection
 - A. Prescription safety glasses will be provided once per calendar year at no cost to employees. Employees will have a choice of available frames at no cost, and a choice of upgraded frames available for additional expense at cost to the employees. Bifocal, trifocal, and progressive lenses, both top and bottom, are available at no cost to the employees. Anti-glare, anti-fog and scratch resistant lenses are provided at no cost to employees. Damaged or scratched prescription safety glasses will be replaced at no cost to the employees. Prescription glasses will be replaced at the time of a prescription change.
- 2. Foot Protection
 - A. Foot protection (slip-resistant, steel or composite toed shoes) is required.
 - B. The company will provide funds up to \$250.00 per employee for shoes every 12 months. The vendors to be used will be mutually agreed upon by the LJHSC.
 - **c.** Foot protection damaged or worn within the 12-month period will be replaced by

the company at no cost to the employee, upon review by the Associate Director, Global Health & Safety or designee.

XXIV. HEALTH AND SAFET Y AUDIT MODULES

The parties recognize their responsibility to provide a safe and healthful working environment and have incorporated Health and Safety Audit Modules to assist in guiding and maintaining all aspects of those responsibilities. As such, the parties agree to continue to jointly review each module on no less than an annual basis, documenting anyIdentified deficiencies will be documented and corrected as needed.

XXIII.XXV. RIGHT TO TERMINATE

If either Allison or the International UAW wish to cancel or modify the portion of the Memorandum above, it will give a sixty (60) day written notice to the other party, listing the specific reasons for termination or modification of this section of the agreement. Within the sixty days, a mutually satisfactory meeting date will be arranged. The programs and policies implemented prior to the termination of this agreement shall also remain in effect for the life of the current agreement.

XXIV.XXVI.DISCLAIMER

Nothing in this memorandum of understanding, the attachments hereto, various policy letters on health and safety, or the joint health and safety training materials is intended nor should it be taken to impose upon the International UAW, Local 933, UAW Health and Safety Committees, UAW Officials, employees or agents, a legal or financial liability for either the health and safety of Allison Transmission employees or for work connected injuries, disabilities, diseases or related losses incurred by employees of Allison Transmission or its subsidiaries or by third parties while on the property of Allison Transmission or its subsidiaries.

(28):

Revise Doc. No. 39:

Doc. No. 39

RATIFICATION LUMP SUM PAYMENT

Mrs. Cindy Estrada Vice President IPS/CS Department International Union, UAW 8000 East Jefferson Avenue Detroit, Michigan 48214

Dear Mrs. Estrada: [insert new name and address]:

Allison agreed to provide a lump sum payment of \$7,000 <u>2,000.00</u>, less applicable tax withholdings, to each eligible employee who is represented by the UAW, if the Agreement is ratified on or before 11:59 p.m. on December 1, 2023. Such payment will be made in thirty days following receipt by Allison of written notification of ratification of this Agreement. The lump sum payment will be made by December 22, 2023.

Eligible employees who are represented by the UAW are defined as those whose status with Allison on the effective date of this Agreement is one of the following:

- Active seniority employees<u>All employees represented by the Local 933</u> <u>Bargaining Unit;</u>
- On temporary layoff status;
- On leave pursuant to Family and Medical Leave Act
- On one of the following leaves of absence which has not exceeded ninety (90) days as of the effective date of the Agreement:
 - Informal (Paragraph 103)
 - Formal (Paragraph 104)
 - Sickness and Accident (Paragraphs 106/108)
 - Military (Paragraphs 112 or 218a)
 - Educational (Paragraph 113)

In addition, should the International UAW raise any question of equity in application regarding specific employees who are represented by the UAW, Allison agrees to meet on such cases in order to review the facts.

Payment is conditioned solely on the membership's ratification of the Agreement and is paid to eligible employees in the above status whether or not they vote for ratification or perform any services for Allison.

Very Truly Yours, <u>Mary Anne HoffmanLorraine Parker-Clegg</u> Vice President Human Resources Revise Paragraph 97(f):

(f) Ratification Bonus

Upon successful ratification of the Agreement, Allison will pay each employee on the active payroll a ratification bonus of 2,000,000 per the terms of Doc. No. 39. Such bonus will be subject to required payroll taxes.

(29):

Revise Doc. No. 65 - Retiree Tuition Assistance Plan

Doc. No. 65

RETIREE TUITION ASSISTANCE PLAN

Mrs. Cindy Estrada Vice President IPS/CS Department International Union, UAW 8000 East Jefferson Avenue Detroit, Michigan 48214

Dear Mrs. Estrada: [insert new name and address]:

A Retiree Tuition Assistance Plan (including personal enhancement courses, approved by recognized accreditation agencies and those approved by government education or training programs) for retired UAW-represented Allison employees shall continue to be funded under the Tuition Assistance Program. Retirees would be eligible to take classes approved on-site at the plant, local union hall or the UAW Region Office from which they retired courses offered to retirees must be those that are available to the active workforce.

The program provides up to \$ 1,750 per calendar year per retiree for the payment of tuition and compulsory fees for approved courses leading to credits or degrees only offered on-site by approved educational institutions, or courses included in a special range of approved competency based courses, including non-credit and non-degree courses or activities.

The Plan will be administered by the Joint Training Committee which has the authority and discretion to interpret the terms of the Plan including, but not limited to, school and course approval, location of courses and program guidelines.

In addition, the grievance procedure set forth in this Agreement has no application to or jurisdiction over any matter related to this joint program.

Employees who exit the workforce per Paragraph 64(i) of this Agreement are also eligible for the Tuition Assistance Program pursuant to the terms of this Document.

Very Truly Yours, <u>Lorraine Parker-Clegg</u>Robert Price Vice President Human Resources

(30):

Revise Doc. No. 66 - Scholarship Program For Dependent Children And Current Spouses

Doc. No. 66

SCHOLARSHIP PROGRAM FOR DEPENDENT CHILDREN AND CURRENT SPOUSES

Mrs. Cindy Estrada Vice President IPS/CS Department International Union, 8000 East Jefferson Avenue Detroit, Michigan 48214

Dear Mrs. Estrada: [insert new name and address]:

During negotiations, the parties discussed the importance of continuing education for schoolaged dependent children <u>and spouses</u> of UAW-represented employees. In this regard, the International Union and Allison have agreed to implement the Scholarship Program for Dependent Children <u>and Spouses</u>.

The joint committee established by the Key 4 – Joint Activities will continue to direct the delivery of the program based on the following parameters:

- Eligibility: Dependent children <u>and current spouses</u> of active, retired <u>(including those who</u> <u>exited the workforce per Paragraph 64(i))</u>, or deceased UAW-represented employees who are pursuing post-secondary education or training at an institution accredited by a governmental or nationally recognized agency are eligible to apply for continuing education support. For purposes of this program, the definition of dependent children will be the same as defined in the ATI Healthcare Plan.
- Amount of Support: An annual amount of up to a maximum of \$1,500 will be reimbursed for each eligible dependent for tuition and/or compulsory fees.
- Funding: Funding for this program, including administrative costs, will be provided through the annual Joint Activities Budget established by the Joint Training Committee.
- Administrative procedures: The Program will be jointly administered by the Joint Training Committee.
- Payments under the Allison-UAW Scholarship Program for Dependent Children <u>and</u> <u>Spouses</u> will be subject to applicable federal, state, and local income tax provisions.

The Grievance procedure set forth in the Agreement has no application to, or jurisdiction over, any matter related to this program.

Very Truly Yours,

Mary Anne Hoffman Lorraine Parker-Clegg Vice President Human Resources

(31):

Revise Healthcare Supplement Exhibit C, Article III – Enrollment, Eligibility, Commencement, Contributions and Continuation:

Section 2. Dates of Eligibility, Commencement of Coverages, and Corporation Contributions for Active Employees

(a.) Eligibility and Commencement of Coverages for Present and New Employees An employee shall automatically become covered for all health care coverages on August 7, 2007 or if later, become covered for all health care coverages on the 91st day of active employment/service. on the first day of the month next following the month in which the employee is actively at work after acquiring seven months of seniority. Employees who have met the above requirement but who are not in active service on the effective date as established above will have coverage activated immediately upon return to work. However, for purposes of this subsection 2(a), if an employee is scheduled to be at work, but is absent due to the employee's health status or any health factor, the employee will be deemed to be in active service and at work as required under HIPAA.

Revise Healthcare Supplement Exhibit C, Article VI – Excluded Benefits for Tier II:

Section 2. Tier II Benefits Provided.

(a.) Tier II Employees shall become eligible for:

(1) health care coverage under Appendix A (Hospital, Surgical, Medical, Prescription Drug, and Hearing Aid Coverage) and Appendix B (Mental Health and Substance Abuse) on the 91st day of active employment/service on the first day of the month next following the month in which the Tier II Employee is actively at work after acquiring seven (7) months of seniority (as required in Article III, Section 2(a)),

(2) dental coverage under Appendix C (Dental Coverage) and for annual eye exams under Appendix D (Vision Coverage) (eye glass frames and lenses may be obtained at a discount through vision network providers described in Appendix D, <u>on the 91st day of active</u> <u>employment/service</u>. on the first day of the month next following the month in which the Tier II Employee is actively at work (or on disability leave) after acquiring three (3) years of seniority, and

(3) vision coverage under Appendix D (Vision Coverage) on the 91st day of active employment/service. on the first day of the month next following the month in which the Tier II Employee is actively at work (or on disability leave) after acquiring five (5) years of seniority).

(32):

Addition of New Benefits Plan Language Letter:

Benefit Plan Language

ALLISON TRANSMISSION, INC. November 21, 2023

<u>George Freeman</u> <u>Chairperson – Bargaining Committee</u> <u>UAW Local 933/ATI Unit</u>

Dear Mr. Freeman:

During these negotiations, the parties agreed to review all legal and negotiated updates to the union employee benefit plan documents ("plan") after the ratification of the contract. The parties also agreed that Doug Bolton Executive Director, Global Total Rewards for Allison Transmission, Inc. and Rob Back, Coordinator, UAW Benefits Local 933 for Allison Transmission, Inc. have authority to sign off on any such changes in plan language and to incorporate those changes into the plan documents. Any changes agreed to as part of this process are purely to memorialize current practices, effectuate agreements reached during these negotiations, or incorporate changes mandated by law. No changes adopted pursuant to this letter can alter any substantive right of a plan participant except as otherwise agreed as part of these negotiations or required by law.

The parties further agreed that Allison Transmission may make any amendments to plan documents, and enter into any other contracts, as may be necessary to implement any such plan language changes. Allison Transmission will provide a copy of any plan amendments to the International Union for its review before implementation.

(33):

Strike Paragraph 59(rr) of the Skilled Trades Supplement to The Seniority Agreement:

(**rr**) Equalization records during the period of temporary layoff will not be changed. Employees will not be charged in their respective groups for any hours worked, or not worked during the period of temporary layoff.

(34):

Add subsection (1) to Paragraph 75b(a):

(a) For purposes of this Agreement, Plants 3, 4, and 6, are one preference group.

(1) The above section (a) applies only to employees in Skilled Trades classifications. For

employees in Production classifications, each Plant is its own preference group.

(35):

Revise paragraph (202e):

Allison will establish a procedure whereby employees, during February January, may make application in writing for vacation time off, indicating first, second and third choices. If a Plant Vacation Shutdown is scheduled, the dates of such shutdown are to be included in the employee's vacation schedule. In the event more employees apply for time off than can be spared from the job at a given time, plant seniority will be the basis for resolving priority of applications for time off, except that applicants working on jobs which usually operate when the plant is shut down during such periods as product change, plant rearrangement, plant vacation shutdown or inventory will be given first consideration for time off during periods other than shutdown period.

(36):

Revise Paragraph 122:

Skilled Trades and Apprentice Committee

(122) An A<u>llison</u>T-UAW Skilled Trades and Apprentice Committee will be established, composed of <u>four</u>three representatives of Allison, the <u>Chairperson of the Shop Committee</u>, the <u>Skilled Trades Zone Committeeperson</u>, and the <u>Chairman</u> and two (2) members of the Local UAW Apprentice Committee, which shall meet monthly unless otherwise mutually agreed. The duties of this Committee shall be:

a. Review and <u>approve</u> revisions<u>e</u> to the uniform shop training schedules <u>from the</u> <u>Apprentice Committee</u> when necessary. The shop training schedules which have been agreed to by the A<u>llison</u>T-UAW Skilled Trades and Apprentice Committee are made a part of this Agreement.

b. Review and <u>approve</u> revisions<u>e</u> to the related training schedules <u>from the Apprentice</u> <u>Committee</u> when necessary. Example-related training schedules which may be agreed to pursuant Paragraph (123) by the A<u>llison</u>T-UAW Skilled Trades <u>and Apprentice</u> Committee are made part of this Agreement.

c. Review and <u>approve</u> revisionse, when necessary, to the AllisonT-UAW Standards of <u>Apprenticeship</u> Apprentice Plan from the Apprentice Committee which is made a part of this Agreement.

d. Receive reports of the number of apprentices within each training period by apprentice classification and the number of Journeypersons by classification included in the ratio of

apprentices in training to Journeypersons.

e. Establish new apprentice training schedules for classifications in which such schedules have not been previously agreed upon by the A<u>llison</u>T-UAW Skilled Trades and Apprentice Committee.

f. Approve Pre-Apprentice Training Programs, review, and make disposition of other apprentice training matters referred to the <u>Allison-UAW Skilled Trades</u> Committee.

g. Deal with all matters concerning the Apprentice and Skilled Trades Sections of this Agreement.

- (1) Review, revise, and adopt Journeyperson training matrices based upon Paragraph (127)(b)(2), which are made part of this Agreement.
- (2) Review, revise, and adopt a Standard Training Plan to address core skills, upskilling, reskilling, skill enhancements, and continuing enhancement opportunities for Journeypersons.
- (3) Review, revise, and adopt a weighted list based upon Paragraph (127)(b)(2) for the assessment of Journeyperson candidates. Review, revise, and adopt a questionnaire to assess Journeyperson candidates against the adopted weighted list. This questionnaire will be used as part of the interview process for Journeyperson candidates.

(4) Revise requests for specialized tools and equipment for use by Skilled Trades to improve productivity and efficiency.

h. Disputes concerning the Apprentices and Skilled Trades Sections of this Agreement may be appealed to Arbitration in accordance with Paragraph (55).

Revise Paragraph 123:

(123) Shop and related training schedules will remain in effect until revised. Revised schedules will be adopted for those apprentices presently in the training program to the extent that they can be integrated into such revised programs without interfering with the progress of the apprentice. If requirements indicate deviation should be made in such shop or related training schedules, proposed changes must be referred to the AllisonT-UAW Skilled Trades and Apprentice Committee, together with the reason for requesting the deviation, for consideration. Shop training schedules which have not been agreed to, will be reviewed by the AllisonT-UAW Skilled Trades and Apprentice Committee as soon as possible.

Revise Paragraph 127:

(127) The duties and functions of the Apprentice Committee will be as follows:

(a) Negotiate on issues involving the effect of the employment of apprentices on the employment of Journeypersons in the trades involved.

(b) Study other matters that may involve the training of apprentices by Journeypersons in the shop. When machinery, equipment or material is introduced or modified and new skills are required of the Journeyperson classification, the matter may be reviewed to determine the effect on the shop and related training of apprentices including necessary revision of such training. If requested, arrangements will be made with the Apprentice Coordinator for the Apprentice Committee to investigate the new skills on the shop floor. When a meeting is held with an educational institution providing related training to implement changes in the related training curriculum, the UAW members of the Apprentice Committee will be given the opportunity to attend.

- (1) The Apprentice Committee will develop any necessary revisions to the shop and related training schedules. Such revisions will be submitted to the Allison-UAW Skilled Trades Committee for consideration under the provisions of Paragraph (122).
- (2) The Apprentice Committee will develop a detailed list of skills for incorporation into the Standards of Apprenticeship and any revisions thereof. Such lists and revisions thereof will be submitted to the Allison-UAW Skilled Trades Committee for consideration under the provisions of Paragraph (122).

(c) Progress reports of the apprentice shop and related training schedules will be reviewed in meetings of the Apprentice Committee, except that upon the request of a member of the Apprentice Committee an individual apprentice's record shall be reviewed in a meeting of the Apprentice Committee once during the last thirty (30) day period prior to completion of the apprentice shop training schedule. Problems involving the improper application of the shop training schedules to individual apprentices may be raised with supervision and if necessary discussed with the apprentice on the shop floor by the Chairperson or another UAW member of the Apprentice Committee.

(d) (1) Interview tested apprentice applicants in accordance with the Apprentice Selection Procedure. Interview results will be combined with test scores by central scoring where separate lists will be developed, one for seniority employee applicants and one for all other applicants, each list to be in descending order of points scored for each classification for which they have applied. The lists for each apprentice classification will be provided by central scoring for review by the Apprentice Committee. When apprentices are selected, such selections will be on the basis of at least two from the seniority employee applicant list for every one selected from the other list in descending order of total point score in accordance with the Apprentice Selection Procedure; however, more selections from the other list may be made in the event sufficient seniority employee applicants are not available. Notwithstanding the above provisions of this Paragraph, laid off apprentices may be placed in the classification from which they were laid off prior to the selection of new applicants from either the seniority employee applicant list or the one from all other applicants. Participate in all aspects of the Apprentice Selection Procedure such as interviews and tests. Develop any necessary revisions to Apprentice Selection Procedure with emphases placed on meeting applicable affirmative action goals. Such necessary revisions will be submitted to the Allison-UAW Skilled Trades Committee.

(2) When a list of qualified applicants for a classification is exhausted, additional qualified applicants may be placed on the list for that classification.

(3) When necessary, the Apprentice Coordinator will make arrangements to temporarily assign a UAW member of the Apprentice Committee to another shift for the purpose of interviewing applicants or to handle specified, legitimate apprentice matters. The overtime premium pay provisions of this Agreement are hereby waived in such instances and such changes in shift for this purpose will not result in the payment of overtime premium.

(e) All applications for apprenticeship will be available upon request for review by the Chairperson of the UAW members of the Apprentice Committee.

(f) The Apprentice Committee will be provided an Interview Llist containing the name, employee identification number, Allison employment information, and trades applied for, prior to any interview. The Apprentice Committee will also be provided with a copy of the Final Applicant Rankings of qualified applicants eligible for selection for each classification containing the name and, in the case of employee applicants, the seniority date will be included.

(g) Employees eligible for tuition assistance who express a desire to enter the apprentice program will be advised by a member of the Apprentice Committee of courses that are available through the Tuition Assistance Plan which may help them become better prepared as applicants for apprentice training.

(h) The Apprentice Coordinator and the Chairperson of the UAW members of the Apprentice Committee may confer with new apprentices for the purpose of acquainting the apprentices with the role of Allison, the UAW, and the ATI-UAW Skilled Trades and Apprentice Committee in the apprentice program and to ascertain that the apprentices understand their status and obligations as apprentices in accordance with the Apprentice Training Agreement provided for in Paragraph (144).

(i) The Apprentice Coordinator and the Chairperson of the UAW members of the Apprentice Committee may confer with apprentices where there are indications that apprentices are failing to perform their obligations as apprentices.

(j) Evaluate and credit previous experience as provided for in Paragraph (132).

(k) Issue certificates of completion of apprenticeship as provided for in Paragraph (150).

(1) Each six months, the Chairperson of the UAW members of the Apprentice Committee will be furnished with a list of the number of apprentices in each training period by classification and the number of Journeypersons by classification included in the ratio of apprentices in training to Journeypersons.

(m) Apprentice training matters which are discussed by the Apprentice Committee and are not resolved may be referred to the A<u>llison</u>TI-UAW Skilled Trades and Apprentice Committee for disposition.

Revise Paragraph 129:

(129) Notwithstanding the provisions of Paragraph (128) above, problems involving apprentice related training schedules which cannot be settled by the Apprentice Committee shall not be subject to the Grievance Procedure. Such problems may be referred to A<u>llison</u>H-UAW Skilled Trades and Apprentice-Committee.

Revise Paragraph 130:

Apprenticeship Eligibility Requirements

(130) Management will review its apprentice training needs and will post on appropriate bulletin boards a list of apprentice openings. In order to be eligible for consideration for apprenticeship, all applicants must meet the requirements for apprentice training as established in the Standards of Apprenticeship Apprentice Plan, including education and other tests, such as aptitude tests. To satisfy the education requirement, the applicant must be a high school graduate, or have an equivalent education such as the high school equivalency test or other methods that may be agreed upon by the AllisonTI-UAW Skilled Trades and Apprentice Committee, or meet the alternative requirements set forth in the Standards of Apprenticeship Apprentice Plan. The new employee applicant must be at least age 18 or otherwise compliant with applicable State and Federal laws, including ITAR, immigration, and naturalization laws.

Revise Paragraph 131:

(131) Notwithstanding other provisions of this Agreement, any seniority employee other than those classified as apprentices may file an application for an opening in the apprentice program; provided, however, that where there is evidence that the filing of such applications by Journeypersons is inconsistent with skilled trades staffing objectives, such application shall be subject to review and decision by the <u>Allison-UAW</u> Skilled Trades <u>and Apprentice</u> Committee. An apprentice with seniority who is scheduled to be removed from an apprenticeable classification in a reduction in force may apply for an apprentice opening in a related skilled classification.

If such applicants meet all of the requirements for apprentice training as established in the Standards of Apprenticeship Apprentice Plan their applications will be considered for the apprentice program (consistent with applicable State and Federal laws). When the qualifications of employee-applicants are equal, the employee-applicant with the longest seniority will be given preference.

Revise Paragraph 132:

Credit for Previous Experience

(132) <u>The Apprentice Committee may award</u> <u>C</u>credit for previous related experience in military service, an apprentice training program, or a skilled trades classification for any other employer, may be given up to the total time required on any phase of the apprentice shop training or related training schedules. Credit for such previous experience will be given to apprentices at the time they have satisfactorily demonstrated that they possess such previous experience and are able to do the job. Related training credit shall be given apprentices at the time that they have

demonstrated that they possess the educational knowledge for which they are requesting credit under the related training schedule. At the time such credit is given, the apprentice's wage rate shall be correspondingly adjusted within the apprentice rate schedule based on the amount of credit given toward completion of the shop training schedule.

Any dispute over such credit shall be referred to the A<u>llison</u>H-UAW Skilled Trades and Apprentice Committee for decision.

Revise Paragraph 133:

Term of Apprenticeship

(133) The term of apprenticeship will be nominally four (4) years in length, but shall be based on the number of hours actually worked. The shop schedule (OJT) shall be divided into eight (8) periods as specified in the Standards of Apprenticeship of 916 hours each.

Revise Paragraph 140:

Ratio of Apprentices to Journeypersons

(140) The number of new apprentices who may be enrolled shall be determined on the basis of the number of Journeypersons employed for the program averaged over the preceding twelve (12) months. The ratio of apprentices in training to Journeypersons should not exceed one (1) apprentice to eight (8) Journeypersons. However, the UAW agrees that Allison can establish a ratio of apprentices to Journeypersons in excess of the one (1) to eight (8) ratio, but not to exceed a ratio of one (1) apprentice to five (5) Journeypersons. Deviations below the one (1) to five (5) ratio may be agreed to by the Apprentice Committee. Favorable consideration will be given to requests for deviation below the one (1) to five (5) ratio in instances in which it is anticipated the impact of early retirement will create a shortage of skilled trades employees. Disputes concerning such deviations or the enrolling of new apprentices at a time when seniority Journeypersons in the same classification are laid off due to a permanent reduction in force will be referred to the Allison**T**-UAW Skilled Trades and Apprentice Committee for decision.

Revise Paragraph 140b:

Reduction in Force (Unusual Circumstances)

(140b) In the event the reduction in force is due to unusual circumstances, including, but not confined to: a transfer or discontinuance of an operation, major technological developments, the elimination or consolidation of classifications, the discontinuance of a shift, or a drastic reduction in the level of work resulting in a heavy reduction in the skilled work force; Allison, the Shop Committee and the UAW members of the Apprentice Committee will mutually agree to an acceptable layoff and recall plan. Such a layoff plan may provide for reducing the ratio below one (1) to eight (8), or for laying off all apprentices in a particular trade. A plan that provides for the layoff of all apprentices in a particular trade is to be reviewed and approved in advance by the AllisonTI-UAW Skilled Trades and Apprentice Committee.

Revise Paragraph 141:

Standard Work Week

(141) To maintain the proper schedule for graduating apprentices, their standard work week, including time spent in connection with related training, will be <u>no less than</u> forty (40) hours.

(a) Apprentices may be assigned to overtime work when all Journeypersons on the shift in the equalization group with which the apprentices in the course of their training are currently associated, are either scheduled to work overtime or have had the opportunity to work overtime. Deviation from this provision may be negotiated by <u>Allison and the Shop the Allison-UAW</u> <u>Skilled Trades</u> Committee.

(b) Equalization of any overtime available to apprentices is subject to arrangement between Allison and the UAW in a manner consistent with the shop and related training of each apprentice.

(c) Individual apprentices will not be assigned to work overtime for the purpose of completing their apprentice training ahead of other apprentices in like circumstances in the trade.

Revise Paragraph 143:

Allowance - Tools, Books, Supplies

(143) As soon as practicable after being placed in an apprentice group, apprentices will be furnished an appropriate new tool box, which will become the property of the apprentice upon graduation. At the same time and also upon satisfactory completion of the first period of 916 hours of work they will be paid an allowance of \$300.00 for the purchase of tools, books and supplies. Upon satisfactory completion of the second, third, fourth, fifth, sixth and seventh periods of 916 hours of work in the apprentice program, apprentices will be paid \$200.00 for the purchase of tools, books and supplies. Allison will assist apprentices in obtaining tools. Upon completion of all shop and related training requirements and graduation, apprentices will be paid \$300.00 for a total allowance of \$2,100.00 including credit granted for prior experience pursuant to Paragraph (132) less any such payments previously received. The apprentice shall be supplied all the tools on the apprentice tool list for their trade within fourteen (14) calendar days of entering the apprentice program.

Revise Paragraph 145:

Related Training

(145) Apprentices shall be required during the period of this apprentice program, to complete a program of related and supplemental classroom instructions not to exceed for no less than 576 hours during the term of apprenticeship a four-year training course, less the amount of related training for which they received credit pursuant to Paragraph (132). Exceptions up to a maximum in excess of 672 704 hours may be jointly recommended for specific classifications by the Apprentice Committee subject to approval by the AllisonTI-UAW Skilled Trades and Apprentice Committee.

Revise Paragraph 148:

(148) Allison agrees to pay, on behalf of apprentices covered by this Agreement, registration fees and/or tuition required in connection with related training under the apprentice program, but not to exceed for no less than 576 hours of related training. However, if an Apprentice does not meet the minimum grade criteria of a "C" or higher, they will be required to retake the specific class on their own time and at their expense. If there is a refusal to retake the class Apprentice will be removed from the program. If the class is taken a second time and the grade is lower than "C" the Apprentice will automatically be removed from the program.

Revise Paragraph 149:

Progress Reports

(149) An accurate record shall be kept of the hours worked by each apprentice under the training program. These hours shall be recorded on appropriate <u>electronic</u> forms. Where the basic work processes are subdivided on the uniform shop training schedules, a more detailed breakdown of hours conforming to such subdivisions, which do not change the uniform shop training schedules, may be developed.

Revise Paragraph 150:

Certificate of Completion

(150) Upon completion of apprenticeship, a certificate, a copy of which is contained in the Standards of Apprenticeship Apprentice Plan, will be issued to the apprentice. The certificate shall be signed by Allison and the UAW Members of the Apprentice Committee. The Apprentice Committee will recommend to the Bureau of Apprenticeship and Training, U.S. Department of Labor, or to the state agency in those states where appropriate, that a certificate signifying completion of the apprenticeship be issued to the Apprentice.

Revise Paragraph 152:

Skilled Trades Vacancies

(152) Allison will study its future staffing needs, and at least once each six months will post on the appropriate bulletin boards a list of jobs, if any, for which a shortage of Journeypersons is anticipated. Where qualified Journeypersons are not available either through new hires, from Journeypersons currently working on other than skilled trades classifications who have submitted appropriate documents to Allison pursuant to Paragraph (178), or from graduated apprentices, employees working on other than skilled trades classifications will be permitted to file application for vacancies in skilled trades classifications listing their qualifications for such jobs. However, subject to rules and conditions established by written agreement employees working in skilled trades classifications for vacancies in other skilled trades classifications for <u>JIT consideration pursuant to Paragraph (178)</u>-such jobs.

Revise Paragraph 153:

(153) Notwithstanding other provisions of this Agreement, Allison may select non-Journeyperson seniority employees meeting Paragraph (178) JIT Qualifications who have previously filed an application, as provided above in Paragraph (152), for transfer to the skilled trades classifications for training and to perform the work in such classifications.

Employees transferred to skilled trades classifications will be selected on the basis of their qualifications, and when their qualifications are equal, employees with the longest seniority will be given preference.

Revise Paragraph 154:

(154) When no applications of seniority employees with qualifications have been filed for transfer, non-seniority employee applicants <u>meeting Paragraph (178) JIT Qualifications</u> may be transferred or new non-Journeyperson applicants <u>meeting Paragraph (178) JIT Qualifications</u> with qualifications may be hired for the work.

Revise Paragraphs 178 and 178a:

Definition of "Journeyperson"

(178) The term "Journeyperson" when used in this Agreement means an employee who: (1) has satisfactorily completed a bona fide apprentice training course with similar standards to the ATI-UAW Apprentice Training Program; or (2) one who has properly carried such Journeyperson status in any Allison plant under the terms of previous agreements between the parties; or, (3) one who has been reclassified as a Journeyperson under the terms of the Skilled Trades Section of this Agreement; or (4) one, newly hired, who meets one of the above alternative requirements or can prove work experience in the trade at least equivalent to that on-the-job experience required for reclassification to Journeyperson. Copies of any documents presented pursuant to this provision will be furnished to the Chairperson of the Shop Committee upon request.

- Completes a bona fide apprenticeship program with standards equivalent to the UAW-DOL Apprenticeship Standards, or
- Has eight (8) years of documented experience in the trade, or
- Has five (5) years of documented experience in that classification and three (3) years of documented experience in a related apprenticeable classification, or
- Has experience and training equivalent to that required in a bona fide apprenticeship program as set forth above.

It is the obligation of the Skilled Trades applicant to present the appropriate documentation as proof of qualification for Journeyman status at the time the applicant is hired. If the candidate's qualifications are in question during the interview at the Local Union level, the concerns will be forwarded to the Allison-UAW Skilled Trades Committee prior to hire. Any unresolved question of the candidate's qualifications will be forwarded to UAW Regional Representative and

management for review and verification prior to hire.

(178a) <u>This paragraph intentionally left blank</u>. Journeypersons in an apprenticeable classification will be considered to be a Journeyperson classified in the classification(s) for which they are qualified and which is (are) related to that apprenticeable classification.

For the purpose of this Paragraph, the machine operations listed in the apprentice training schedules, are considered related to their respective classification. In addition for this purpose, the parties may determine, in writing, other classifications, which are to be considered related to these and other apprenticeable classifications, subject to approval of the ATI-UAW Skilled Trades and Apprentice Committee. In the event the parties are unable to reach agreement, the area of difference will be referred to the ATI-UAW Skilled Trades and Apprentice Committee for resolution on the basis of the specific facts involved. The ATI-UAW Skilled Trades and Apprentice Committee will also determine classifications which are to be considered related to the apprentice apprentice and Apprentice Committee will also determine classifications which are to be considered related to the apprenticeable classifications.

Add Memorandum of Understanding – Journeyperson Hiring Standards:

MEMORANDUM OF UNDERSTANDING JOURNEYPERSON HIRING STANDARDS

During the current negotiations the parties had dialogue regarding the utilization of the Apprenticeship program and the resultant evaluation process for external hiring of Journeyperson candidates.

The skills of Journeyperson candidates will be jointly evaluated during the interview process using the questionnaire and weighted list established by the Allison-UAW Skilled Trades Committee. Interviewed candidates with an evaluation score below 70% will not be offered a Journeyperson or Journeyperson in Training position. All assessments and evaluations referenced in this Memorandum are against the weighted list established by the Allison-UAW Skilled Trades Committee.

The skills of probationary Skilled Trades employees will be jointly evaluated during the onboarding process with the assistance of Seniority Journeypersons. Further details of this process will be established by the Allison-UAW Skilled Trades Committee.

New hires with 95% or greater skills assessment will be Journeypersons at 100% of top rate.

New hires with 70% to 94% of the Paragraph 122(k) weighted skills will be Journeypersons in Training.

<u>Journeyperson In Training (JIT)</u>

Journeypersons in Training (JIT) will advance to top pay based on assessment of their skills.

Level

Skill Assessment Percentage of Top Rate

<u>JIT-1</u>	70% to 84%	90%
<u>JIT-2</u>	85% to 94%	95%
Journeyperson	95% to 100%	100%

<u>Training Plan</u>

Upon hiring of a new Journeyperson, initial transfer rights will be honored. Management will coordinate with the Apprentice Committee in developing an individualized training plan within 45 days of entry into the classification. The new Journeyperson in Training may then be corralled for 90 days. The Allison-UAW Skilled Trades Committee may mutually agree to a training plan, which allows for the JIT to be corralled beyond 90 days or moved in the interest of training.

Overtime

JIT-1 will equalize with each other and augment with Journeypersons. JIT-1 will not be offered overtime until after the Journeypersons group on their shift has been exhausted. JIT-2 will equalize with Journeypersons. JIT-1 reaching JIT-2 will be averaged into the Journeyperson group the following Monday or Tuesday in the case of a Monday holiday.

Assessment And Disputes

Assessment remains the responsibility of Management, though it will include a UAW member of the Apprentice Committee. The Allison-UAW Skilled Trades Committee will be provided a copy of all assessment and evaluation documentation. Disputes about the assessment process, training, or wage advancement will be discussed by the Allison-UAW Skilled Trades Committee, and thereafter the regular grievance procedure will apply if unresolved.

Modification

This Memorandum may be modified or canceled by mutual agreement of the Allison-UAW Skilled Trades Committee.

Add new Document regarding Discussion about Standards of Apprenticeship:

DISCUSSION ABOUT STANDARDS OF APPRENTICESHIP

During these negotiations, the parties held extensive discussions about the training, duration, and evaluation of apprentices. The merits of time-based and competency-based apprenticeships were discussed. The parties have decided to remove rigid contractual limitations, deferring to the Standards of Apprenticeship.

In consideration of evolving technology, the Apprentice Committee will continue to discuss the merits of time-based, competency-based, or a hybrid approach to the program. The current Standards of Apprenticeship will continue until modified by mutual agreement under Paragraph (122).

Revise Doc. No. 26:

Doc. No. 26

<u>JOB SECURITY – APPRENTICE</u> TRAINING AND JOURNEYPERSON DEVELOPMENT

Mrs. Cindy Estrada Vice President IPS/CS Department International Union, UAW 8000 East Jefferson Avenue Detroit, Michigan 48214

Dear-Mrs. Estrada:

During negotiations, the UAW and Allison acknowledged that skilled trades personnel provide vital support to operations, and that there is a direct relationship between the effectiveness of skilled trades personnel and the success and viability of the operations they serve. Establishing new levels of competence within the apprenticeable trades through training and retraining will permit the UAW and Allison to pursue the critical objective of continuous improvement in quality, flexibility, operational effectiveness and, in turn, enhance job security.

Consistent with these discussions and in response to current skilled trade's demographics, potential future retirements, and attrition, Allison has agreed to continue to place primary reliance on the Allison-UAW Apprentice Program as the training source for future UAW skilled tradesmen/women. Exceptions to this must be approved by the Allison-UAW Skilled Trades and Apprentice Committee. Integral to this job security-related commitment would be actions to enhance the flexibility of both future apprentice graduates and current Journeypersons.

Allison intends to continue to indenture apprentices in the trades identified in the Agreement. Additional apprentices will be added as needed during the term of this Agreement provided that qualified candidates can be found who meet all the selection criteria and affirmative action goals can be met. The number, selection and placement of apprentices will depend on a variety of business condition factors such as attrition, technological changes, business sector performance, future product plans and product allocation, the general economy, and sales and market trends. Requests for apprentices, the rate of placement, and forecasted requirements will continue to be reviewed by the <u>Parties Allison-UAW Skilled Trades Committee</u> consistent with other understandings regarding skilled trades job security.

It is understood that in In cases of an immediate need for Journeyperson skills, it may be necessary to hire Journeypersons in place of the apprentices. In that case, Allison will have advanced discussion with inform the Allison-UAW Skilled Trades Committee about of the number of Journeypersons hired needed and the reasons. Also, in these discussions the parties

reviewed the need to give priority consideration to the placement of laid off skilled tradesmen/women.

Furthermore, where changes in the type of operation, volume, product life cycle, or other reasons, have caused an excess number of Journeypersons in a particular Skilled Trade/classification and placement in their trade/classification is not possible, the parties will pursue, where feasible and practical, the retraining of Journeypersons to qualify them in another apprenticeable Skilled Trade consistent with established Employee Placement Procedures. Any necessary retraining programs must be approved by the Allison- UAW Skilled Trades and Apprentice Committee.

Very Truly Yours, Robert Price Vice President Human Resources

Revise Doc. No. 89:

Doc. No. 89

SKILLED TRADES MANPOWER

James King George Freeman III Chairperson UAW Local 933

Dear Mr. FreemanKing:

During the current negotiations the parties reviewed apprentice needs. Specifically, the Company outlined the following plans:

New Apprentices

The Company plans to retain twenty five (25) apprentice positions over the life of the agreement.

- (1) The Company will add a number of apprentices to increase the total number of apprentices to twenty-five (25) no later than the end of Q2 2024.
- (2) The Company plans to maintain at least fifteen (15) apprentice positions over the life of the agreement
- (3) A four (4) year rolling average of the ages of Skilled Trades employees at the time of retiring or exiting the workforce pursuant to the terms of Paragraph 64 of this Agreement will be calculated. When a Journeyperson reaches the rolling average age minus four years, the Allison-UAW Skilled Trades Committee will evaluate the addition of an apprentice to the same trade. This evaluation will take place in the 3rd quarter with any subsequent Apprentice adds to occur in the following 1st quarter. For example, if the average

retirement or exit age for the prior four years is 66, then when a journeyperson reaches 62, the need for an apprentice will be evaluated.

(1)(4) When a Journeyperson separates from the Company, a requisition will be created for an apprentice or a replacement Journeyperson in the case of immediate need. This provision will not apply if such Journeyperson triggered the creation of an apprentice in the above third provision.

Progress toward the above stated plan will be reviewed regularly between the parties. Should business conditions not favor the addition of an apprentice/JIT/Journeyperson through any of the above provisions, The Allison-UAW Skilled Trades Committee will discuss the situation. The Allison-UAW Skilled Trades Committee may mutually agree to cancel or delay the addition of an apprentice/JIT/Journeyperson. The Allison-UAW Skilled Trades Committee may add an apprentice to a different trade by mutual agreement.

Very Truly Yours, Mary Anne Hoffman Vice President Human Resources

Revise Paragraph 10 of the Skilled Trades Supplement to The Seniority Agreement Appendix C:

10. <u>After initial placement and existing (150) transfers are honored</u>, Management reserves the right to "corral" newly hired tradespersons in a plant, and/or department, and/or shift for a period of up to forty five (45) days following orientation. Such "corralled" employees are not subject to this Appendix C for this period.

Revise Doc. No. 29:

Doc. No. 29

APPRENTICE WORK ASSIGNMENTS

Mrs. Cindy Estrada Vice President IPS/CS Department International Union, UAW 8000 East Jefferson Avenue Detroit, MI 48214

Dear-Mrs. Estrada:

Consistent with training methods and facilities in the plant, apprentices will not be assigned to perform work without a Journeyperson being present until after the sixth (6th) period. After the sixth (6th) period, the apprentice may be assigned a job provided the apprentice has been trained to do the job; has been instructed in the proper safety procedures; and is considered competent to perform the assignment. Experienced Journeypersons will be available to assist the apprentice in many of the normal floor assignments until that sixth (6th) level of competence has been

completed. Exceptions to this must be approved by mutual agreement of the Apprentice <u>Committee</u>. Ordinarily, "high risk" jobs would not be an appropriate assignment to be performed alone. However, the definition of "high risk" jobs is subject to the approval of the respective Safety Review Board.

Problems in this regard are a matter for review by the Allison-UAW Skilled Trades and Apprentice Committee.

Very Truly Yours, Mary Anne Hoffman Vice President Human Resources