

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

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# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **AGREEMENT**

This Agreement is entered into by **Detroit Chassis LLC**, doing business as Detroit Chassis Avon for its operations at 1200 Chester Industrial Parkway, Avon, Ohio 44011 (hereinafter referred to as “DCA” or “Company” or “Employer”) and the **International Union, United Automobile, Aerospace and Agricultural Implement Workers of America** (UAW) and its Local Union 2000 (hereinafter referred to as the “Union”).

WHEREAS, the Parties hereto are desirous of negotiating an Agreement covering certain Employees of the Employer represented by the Union in its newly configured bargaining unit; and

WHEREAS, the Parties entered into good faith negotiations for such purposes

NOW, THEREFORE, BE IT RESOLVED:

This Agreement is entered into between Detroit Chassis, L.L.C and International Union, United Automobile Aerospace and Agricultural Implement Workers of America and its Local 2000 ("Union").

### ***Successor Clause***

*This Agreement shall be binding on the transferees, successors and assigns of the respective parties hereto. In the event that controlling ownership of Detroit Chassis LLC is changed to someone other than the present owners, the transferring parties shall take all necessary and proper steps to cause the successor party/parties to also be bound by the CBA's terms, obligations and provisions.*

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **ARTICLE 1 - RECOGNITION**

### **Section 1 - BARGAINING UNIT**

Detroit Chassis L.L.C and the Union agree that this contract is a local Agreement, which will cover and apply to the operations of Detroit Chassis "Avon", (hereinafter called the "Company"). International Union, United Automobile Aerospace and Agricultural Implement Workers of America and its Local 2000 (hereinafter called the "Union") for its represented employees at 1200 Chester Industrial Parkway, Avon, Ohio 44011.

### **Section 2 - REPRESENTATION**

All Team Members (hourly, UAW eligible employees) covered by this Agreement, on or after the thirty first (31<sup>st</sup>) calendar day following their date of hire, will become members of the Union. Team Members will complete the Union Dues Authorization form during the Detroit Chassis Avon, new hire process. On or after the ninety first (91<sup>st</sup>) calendar day, Team Members will enjoy full benefits of this agreement.

### **Section 3 - SCOPE**

The Company recognizes the Union as the sole and exclusive bargaining agent and representative for all Union represented members at its "Avon" location. This excludes all salaried and managerial and administrative office employees, engineers, supervisors and managers.

## **ARTICLE 2 – UNION SECURITY**

### **Section 1 - UNION SECURITY**

It shall be a condition of employment that all Employees covered in this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, on the thirty-first (31<sup>st</sup>) calendar day following the effective date of this Agreement, become and remain members of the Union. It shall also be a condition of employment that all Employees covered by this Agreement and hired on or after its effective date shall, on the ninety-first (91<sup>st</sup>) calendar day following the beginning of such employment, become and remain members in good standing of the Union.

For the purpose of this Agreement, "members in good standing" shall be defined to mean Employees who tender the periodic dues and initiation fees uniformly required as a condition of acquiring or maintaining membership.

The failure of any Employee to become a member of the Union, and/or maintain Union membership in good standing by failure to pay the periodic dues of the Union, as herein provided, shall obligate the Company, upon written notice from the Union to such effect, and to the further effect that Union membership was available to such person on the same terms and conditions generally available to other members, to discharge such Employee within fourteen (14) calendar days of receipt of written



# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

demand from the Union. The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits, or other forms of liability of any kind whatsoever which may arise out of or by reason of action taken by the Company in reliance upon such written notice from the Union.

## **Section 2**

This agreement shall constitute the only agreement between the parties, Detroit Chassis and UAW Local 2000 and shall not be modified except in writing and with mutual agreement between all parties. As unexpected issues arise during the life of this negotiated agreement, Management and Union representatives will meet, discuss and come to a satisfactory resolution to the concern to which both parties can abide.

## **Article 3 - Check Off**

### **Section 1**

The Company will deduct in the second pay period of each calendar month from the pay of each Employee all Union initiation fees and dues when such Employee has signed a form, "Authorization for Union Initiation Fee and Dues Deduction," and it has been presented to the respective Employer. If an Employee does not receive a check in the second week of the month, the monthly dues will be withheld on the next check he or she receives. Deductions of initiation fees for new Employees who are new members of the Union shall be made out of the second period of the month following presentation of the Authorization form to the respective Employer.

All deductions of initiation fees and dues shall be remitted to the Financial Secretary-Treasurer of UAW Local 2000 not later than the second full week of the month following the month for which the deductions are made.

Accompanying the monthly dues check will be a listing of all Employees who have had dues deducted for the remittance period. The following information will be included for each Employee: name, social security number, and the amount of dues deducted. If dues are not deducted for an Employee in a remittance period, the reason why such dues were not deducted will be included. This will include the reason as well as the time period, e.g. personal leave, sick leave, military leave, resignation, retirement. Amounts remitted for application and initiation fees will be identified as such.

Should there be any questions concerning the information provided with the monthly union due remittance, an accredited representative of the local union will meet with a Company representative to review the appropriate working records.

## **Detroit Chassis Avon & UAW 2000 AGREEMENT**

The Company shall be relieved from taking such “check off” deductions upon:

- (a) Termination of employment;
- (b) Transfer to a job other than one covered by the Bargaining Unit;
- (c) Layoff from work; or
- (d) An agreed leave of absence without pay.

Notwithstanding the foregoing, upon the return of an Employee to work from any of the foregoing enumerated absences, the Company will immediately resume the obligation of making said deductions.

This provision, however, shall not relieve any Employee of the obligation to make the required dues and initiation payment pursuant to the Union Constitution in order to remain in good standing. The Company shall not be obliged to make dues deductions of any kind from any Employee who, during any dues month involved, shall have failed to receive forty (40) hours pay or more.

The Union shall indemnify and hold the Company harmless against any and all claims, demands, suits, or other forms of liability of any kind, whatsoever, which may arise out of or by reason of action taken or omitted by the Company in relation to the provisions of this Article.

### **Section 2 - V-CAP CHECK OFF**

The Company agrees that it will deduct V-CAP deductions, on a monthly basis from the wages of the Employees who have made application for such deduction; provided the Company has received from each Employee, on whose account such deductions are made, a written assignment, individually signed and authorizing the Company to make such deductions. All check-off authorization forms shall conform to applicable law and shall be supplied by the Union to the Employees.

### **Section 3 - NEW MEMBER ORIENTATION**

When Detroit Chassis introduces new Team Members to Local Union representatives during orientation, the Local Union representatives will be given an opportunity to distribute the authorization forms referred to above. The Union Leadership will have one (1) hour with all new [union] hourly hires without management in the room.

# Detroit Chassis Avon & UAW 2000 AGREEMENT

A-57-58 Rev. 7/2020



## APPLICATION FOR MEMBERSHIP

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA (UAW)  
DETROIT, MICHIGAN 48214

Date \_\_\_\_\_  
Name \_\_\_\_\_ Local # \_\_\_\_\_ Unit # \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Tel # \_\_\_\_\_ Dept \_\_\_\_\_ SSN/Ee # \_\_\_\_\_

I hereby designate, select and empower the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), its agents or representatives, to act for me as my exclusive representative for the purpose of collective bargaining in respect to rates of pay, wages, hours of employment or other conditions of employment, and I hereby revoke every selection of designation which in any manner may heretofore have been made by me, or any other representative for any such purposes.

I pledge my honor, while a UAW member, to faithfully observe the CONSTITUTION and laws of the Union and the CONSTITUTION of the United States (or the Dominion of Canada as the case may be); to comply with all the rules and regulations for the government thereof; not to divulge or make known any private proceedings of the Union; to faithfully perform all the duties assigned to me to the best of my ability and skill; to so conduct myself at all times as not to bring reproach upon my Union, and at all times to bear true and faithful allegiance to the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW).

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTABLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.



Applicant's Signature \_\_\_\_\_

Witness \_\_\_\_\_

## AUTHORIZATION FOR CHECK-OFF OF DUES



TO THE \_\_\_\_\_ COMPANY Date \_\_\_\_\_

I hereby assign to Local Union No. \_\_\_\_\_ International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), from any wages earned or to be earned by me or a regular supplemental unemployment benefit payable under its supplemental unemployment benefit plan as your employee (in present or in any future employment by you); such sum as the Financial Officer of said Local Union No. \_\_\_\_\_ may certify as due and owing from me as membership dues, including and initiation of reinstatement fee and monthly dues in such sum as may be established from time to time as union dues in accordance with the CONSTITUTION of the International Union, UAW. I authorize and direct you to deduct such amounts from my pay and to remit same to the Union and such times and in such manner as may be agreed upon between you and Union and any time while this authorization is in effect.

This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner, unless state law provides a shorter period; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union, not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the union, whichever occurs sooner, unless state law provides a shorter period.

This authorization is made pursuant to the provisions of Sections 302C of the Labor Management Relations Act of 1947 and otherwise.

CONTRIBUTIONS OR GIFTS TO THE UAW ARE NOT DEDUCTABLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

Type or print name of Employee here \_\_\_\_\_

Signature of Employee here \_\_\_\_\_

Address of Employee \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Date of Signature \_\_\_\_\_ Employee Clock Number \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

Date of Delivery to Employer \_\_\_\_\_

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# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **ARTICLE 4 - MANAGEMENT RIGHTS**

The Union recognizes and agrees that the Company reserves and retains the sole and exclusive right to manage its businesses and to direct the working force except to the extent that the express provisions of this Agreement specifically limit or qualify this right. The Company's right to manage its business includes, but is not limited to, the right to hire, promote, demote, transfer, assign and direct Employees; to discipline, suspend and discharge for just cause, to retire or relieve Employees from duty because of lack of work or other legitimate reasons; to make and enforce reasonable rules of conduct and regulations not inconsistent with the provisions of this Agreement; to increase or decrease the working force; to determine the number of shifts, departments or the work to be performed; to determine processes to be employed; to determine quality and establish reasonable work standards; to determine the number of hours per day or per week operations shall be carried on; to establish and change work schedules and assignments; to relocate all or any portion of the operations now or hereinafter carried on at the Avon, Ohio facility covered by this Agreement; to schedule hours of work, including overtime; to reduce the normal workweek of all Employees because of business necessity as an alternative to layoff; to add shifts or terminate existing shifts in accordance with customer needs; to determine job content and classifications required; to maintain safety, efficiency and order as to all operations; and to exercise all and any such other rights as are provided by law.

### **Section 1**

In managing the operations, the Company will meet with the Union to discuss major organizational changes that will impact the bargaining unit. Prior to initiating said changes Management will meet with the Chairman and/or the local Union President to review the changes and explain the reason for the change to explore possible alternatives. Both union and management will meet to discuss operational related matters from time to time not less than once a month. Union and management will continue to communicate on an as needed basis.

## **ARTICLE 5 - DISTRIBUTION OF AGREEMENT**

### **Section 1**

The Company agrees to make available copies of the UAW Local 2000 Agreement for each Member.

### **Section 2**

The Company shall provide the Union with an electronic copy of the Agreement as soon as the final copy is available to print.

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **ARTICLE 6 - UNION REPRESENTATION**

### **Section 1**

Detroit Chassis recognizes the International Union, UAW, Local 2000 and any representatives that the International Union may assign to assist in the handling of matters affecting the relations of the parties.

### **Section 2**

When Team Members are hired, terminated, away from work for a Leave of Absence (LOA) including FMLA; that exceeds seven (7) calendar days, the Union will be notified. Hired Team Member's name, home address, social security number and seniority date will be provided to the Union.

### **Section 3 - TIME ALLOWED PERFORMING UNION REPRESENTATION**

The following language will only be applicable to operation(s) commenced under this agreement when such operation(s) warrants the addition of committee person(s).

### **Section 4 - UNION REPRESENTATIVE WORKSPACE**

The Company will provide a standalone workspace for Union business. Management and the Union will mutually agree upon a suitable location for a UAW work center. This office will contain a computer with intranet access, email, scanner/copier/fax, desk, filing cabinet, chairs, and telephone.

### **Section 5 - UNION ACTIVITY TIME**

It is agreed that as Detroit Chassis business develops, the ratio of Union Committee to Team Members will be reviewed and adjusted by agreement of the parties to maintain adequate representation for the Team Members. There shall be two (2) Committee persons and one (1) Chairperson; one (1) Committee person per shift, the Chairperson will reside on first shift. In the role of Chairperson, they will not be involved in the day-to-day grievances and problem solving, they will allow the Committee person to resolve day to day issues, there will also be (2) two alternates, (1 per shift) who will serve only when the regular committee person is absent or unable to perform his/her duties. The day shift Committee Person will replace the Chairperson in his/her absence. Each Committee person will have a defined shift and will represent all Team Members working on that shift. The Union representative will be allowed reasonable time as required to conduct Union activities and will be paid the appropriate rate of pay for any hours worked above the scheduled shift with prior approval from Management. The Chairperson will be allowed twelve (12) hours per week if required to conduct UAW business and if coverage allows. Unit Secretary will be allowed to conduct union business with prior approval from Plant Manager and/or HR Manager as needed if coverage allows. All Union activities administering this agreement must minimize interference with operations.

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **Section 6 - UNION REPRESENTATION**

The Chairperson will keep the Shift Manager and/or Plant Manager informed of issues that need attention. Detroit Chassis will pay the Committee persons for all hours worked during regularly scheduled work hours in handling the disputes and grievances and attending all meetings with the Company, at the Committee person's appropriate rate of pay. The Chairperson and/or President shall furnish the Company with the names of the Committee persons, alternates, Unit Recording Secretary, and the shift they represent.

## **Section 7 - BARGAINING COMMITTEE**

Bargaining committee persons and alternates shall head the seniority list on their shift during the term of their office for recall and layoff purposes. The Chairperson will head the seniority list for the site. Bargaining committee members who cease to function in that role will return to their last classification and shift by seniority.

Bargaining Committee will include the Plant Committee, Shop Chairperson and Unit Recording Secretary. Detroit Chassis agrees to pay the Bargaining Plant Committee, Chairperson and Unit Recording Secretary at their regular rate of pay for all lost time from their regularly scheduled hours, preparing for contract negotiations, and or time spent meeting with the company during contract negotiations.

## **Section 8 - MEETINGS**

The parties agree to hold scheduled meetings on working time, at a mutually agreed to time when necessary. The purpose of these meetings shall be for the parties to discuss concerns related to this Agreement, but not limited to this agreement.

## **Section 9 - IN PLANT VOTING**

The Company will allow "in-plant" voting provided elections are held at break time and before and directly after any shift, Voting and elections will be overseen by the duly elected UAW 2000 Election Committee.

## **ARTICLE 7 – INTRODUCTORY PERIOD**

### **Section 1**

For every new Team Member hired to work at Detroit Chassis Avon, there is a 90-calendar day Introductory Period. Every new Team Member will be considered introductory Team Members and will be subject to the performance review process to help them become successful Detroit Chassis Avon Team Members. If a Team Member is unable to meet the expectations of Detroit Chassis, after receiving training and feedback allowing them an opportunity to improve their performance, the Company may terminate the Team Member's employment at its discretion. Team Leaders and or designee will be responsible for training new Team Members.



# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **Section 2 - ORIENTATION OF NEW MEMBERS**

All Members are required to participate in a New Worker Orientation Program. The purpose of this orientation is to fully acquaint Employees with all aspects of Detroit Chassis Avon and its operations, including: its corporate philosophies and mission; policies and procedures; products; production processes; plant facilities, and equipment; structure; safety; beliefs; cost structure; and information about its customers and their expectations. The Company will provide UAW 2000 Leadership the opportunity to present a UAW training module to all new members during the Orientation program. In addition to this training, the UAW 2000 Chairperson, President or designee from the UAW Leadership will have an opportunity to be present to explain and rollout the local Agreement without the Detroit Chassis Management Team.

## **Section 3 - SENIORITY TIE BREAKER**

At the end of the 90-calendar day introductory period, your seniority date will be your original hire date. When seniority dates are the same, the highest last four digits of each Employee social security number will be the determining factor; in the event of a tie use proceeding digits until the tie is broken. If issues arise, the Union Chairperson and Human Resource Manager will resolve and notify affected Member.

## **Section 4 - LAYOFF AND RECALL FOR INTRODUCTORY MEMBERS**

Team Members shall be regarded as introductory Team Members for the first ninety (90) calendar days. After ninety (90) calendar days the names of such Team Members shall then be placed on the proper seniority list as of the most recent date of hire. However, the company agrees that if an introductory Team Member is laid off and rehired within a period of time not in excess of the time he/she had previously spent as an introductory Team Member, they will be credited with the time previously worked toward the completion of their introductory period. If a Team Member is laid off in excess of their time and then recalled to work, they will restart their introductory period. Upon the completion of his/her introductory period, their seniority date will then be established as of ninety (90) calendar days prior to the date they completed the introductory period. There shall be no responsibility for the re-employment of Introductory Team Members if they are laid off during this period.

## **Section 5 - TEAM MEMBER REPRESENTATION**

Any claim by an introductory Team Member made after (30) thirty working days of employment for a discharge without cause may be taken up through the grievance process.

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **ARTICLE 8 - CROSS TRAINING**

### **Section 1**

The Company reserves the right to cross-train any employee it deems to be important to Detroit Chassis' employee job flexibility and versatility. Detroit Chassis will maintain a high level of cross-training with all employees to ensure its ability to effectively and efficiently provide for the Customer.

## **ARTICLE 9 – SAFETY**

The Company and the Union are committed to providing a safe, sanitary, and pleasant environment in which to work, but the ultimate responsibility for safety lies with each Employee. Team Members are required to observe established safety rules and regulations. Should a Team Member feel an unsafe condition exists, the Team Member must call the matter to the attention of their Team Leader or the Shift Manager for resolution. If the matter is still not resolved, the Team Member Employee may bring the issue to the Safety Team meeting. Ultimately, the incident will be communicated to the Plant Manager who is responsible for rectifying the situation. Employees will not perform any task that is unsafe or considered to be unsafe.

### **Section 1 - EQUIPMENT**

It shall be the responsibility of the Company to supply equipment that meets all safety standards set by the State and Federal Government. Mobile equipment maintenance records for equipment used at the Avon Facility will be stored on site. These records will be made available to the Union, for review, upon request.

### **Section 2 - SAFETY TRAINING, AND TEAMS**

The Company agrees to provide Health & Safety Training at least once each year to designated members. The training and designated members to attend will be agreed on by the local Union and Management.

The Company will establish Safety Teams with members from both Hourly and Salary Employees. The Local Union and Management will jointly develop the process and structure, including meeting frequency of these meetings, it is understood that the Company will pay these Employees to attend.

### **Section 3 - PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Team Members must wear PPE in designated areas while in the plant. All PPE required to be worn will be provided by the Company to all Employees, (excluding Safety Shoes and Prescription Safety Eye Wear). The Company will replace any PPE that has been damaged on the job and for normal wear and tear. A Team Member will be responsible for the cost of any lost or forgotten PPE. PPE Forms will be provided to members upon distribution of such PPE.



## **Detroit Chassis Avon & UAW 2000 AGREEMENT**

Active union seniority associates may purchase work standard footwear on the Detroit Chassis account at the Avon Boot Shop (38450 Chester Road, Suite #1073, Avon, OH 44011) location only. Such purchase is available upon ratification. One (1) pair of work standard footwear may be purchased once every two (2) years during this agreement.

Payroll deductions will be made available to associates up to a maximum of eight (8) consecutive pays per purchase. The associate must reimburse the Company for the full cost of the footwear charged to this account.

A payroll deduction form must be signed by the associate and approved by Human Resources along with a receipt from Avon Boot Shop. Associates will be required to reimburse Detroit Chassis if they leave prior to repaying the Company for the full amount of the footwear purchase.

### **Section 4 - MACHINE SAFETY**

Lock out and tag out, must be done before cleaning, maintenance and/or changing over the machine. Keep all air hoses and electrical cords off floors and clean oil spills. All machinery must be operated with guards or safety devices properly in place and in working order. Do not fault out emergency stop devices.

### **Section 5 - ERGONOMICS**

The parties agree that the use of Ergonomic tools and the study of Ergonomics to reduce specific job repetition are important to a safe work environment. Ergonomic Job Review; an Employee with an ergonomic concern to their specific job can request an ergonomic review of the job. To that end, the Company and the Union will work together in an effort to identify and resource the proper Ergonomic tools.

### **Section 6 - DRUG-FREE WORK ENVIRONMENT**

The Company and the Union recognize the serious problem of drug and alcohol abuse in our society, while also realizing that drug and alcohol dependency and abuse can be treated and controlled. The Company will offer EAP programs concerned with awareness, intervention and rehabilitation.

### **Section 7 - JOB RESTRICTIONS** **Previously Article 8 Cross Training Section 1 Job Restrictions**

The company will accommodate all work-related restrictions. Team Members with documented work restrictions will not have the restrictions violated. It is the wishes of the Company and the Union that Team Members will be allowed to recover from any work injury. At the end of thirty (30) calendar days, if the restrictions are not lifted, a review will take place. The Company will review each individual case and determine the long-range plan to keep each restricted Team Member employed and working. The Company has the right to have an IMO/IME (Independent Medical Organization or Independent Medical Exam) confirm any restrictions, the cost of an IMO/IME will be paid by The Company. Team Members shall comply with any therapy, follow-up and post-injury instructions prescribed by their or the Company's physician. Any ergonomic or health safety concerns are to be addressed by Detroit Chassis.

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **ARTICLE 10 – ACCIDENTS OR INJURIES**

### **Section 1 - WORKERS COMPENSATION INSURANCE**

Team Members are covered by Workers' Compensation insurance for medical expenses resulting from work-related injury or illness. Accuracy and promptness in completing accident reports are essential to the correct processing of Workers' Compensation claims. When a Team Member is off work, as the result of a work-related injury or illness, Workers' Compensation Disability Insurance Benefits provide a continuation of a portion of the Team Member's regular wages in accordance with state laws and regulations.

### **Section 2 - REPORTING**

It is the Team Member's responsibility to report immediately any work-related injury, illness or near miss incident to their Shift Manager or Team Leader. No matter how minor the injury, illness or incident may seem completely fill out a first report of injury form. First-aid supplies are available in-house for the treatment of minor cuts and bruises. Team Member will be sent or taken to a doctor's office, clinic or hospital if immediate medical attention is needed.

When an accident where no property damage or injury occurred, it will not automatically warrant a drug test. Furthermore, it will not automatically warrant discipline. In an instance where corrective discipline may take place Detroit Chassis leadership will investigate to determine if the Team Member acted in an unsafe manner. It is understood that the Union reserves the right to use the grievance procedure as outlined in the CBA.

Team Members will be tested for drugs and alcohol if they are in an accident, injured or if they are responsible for another Team Member's injury or incident while they are on the job.

### **Section 3 - INJURED TEAM MEMBERS RESPONSIBILITY**

1. Report all injuries no matter how minor;
2. Receive appropriate emergency medical treatment;
3. Fill out accident report with as much information as possible, to help eliminate potential future injury to others;
4. Follow all doctor restrictions, prescribed actions, and attend all requested follow-up appointments (every attempt will be made to schedule appointments or treatments before or after the Team Members shift) and physical therapy sessions to help expedite the healing process.
5. Work with the plant management to accommodate work and personal schedule if unable to schedule appointment outside shift time,
6. Learn if, or how, the injury could be prevented;
7. If Team Members have questions about workers' compensation issues, they should contact the Human Resource Manager.

## **Detroit Chassis Avon & UAW 2000 AGREEMENT**

### **Section 4 - WORK RELATED INJURY OR OCCUPATIONAL ILLNESS POLICY**

Work time missed as the result of an injury or occupational illness that requires medical attention is treated as paid time for the remainder of the day of the injury or illness. The Team Member shall return to the plant if released prior to the end of the normal workday.

Subsequent full or partial workdays missed that are related to the initial injury or illness, including time off for medical treatment, are non-paid until such time that the absence qualifies for Workers' Compensation Disability. Management and the Team Members will work to schedule medical appointments outside the Team Members normally scheduled work hours.

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **ARTICLE 11 - CORRECTIVE DISCIPLINE**

### **Section 1 - DISCIPLINE**

Detroit Chassis may impose corrective discipline with just cause. All disciplinary action will be administered within five (5) working days of the date the Company was notified of the incident. Days when the Team Member is absent from work will not count for working days under this agreement.

### **Section 2 - TEAM MEMBER INTERVIEW AND DOCUMENTATION**

Prior to any and all discipline, a Team Member interview will take place. This process will be used as a record of interview solely for the purpose of allowing Team Members to answer the charges regarding possible discipline. Team Member(s) shall have the right to Union representation any interview or hearing that could lead to disciplinary action. A form will be provided, if Team Member(s) refuses Union representation, and the form must be signed by the Team Member(s) in the Union's presence and provided to the Union immediately. In the event, discipline is warranted the Team Member will receive a copy. The Team Member and the Union must sign all written reprimands and warnings. Signing the written reprimand and warning does not admit guilt but only acknowledges receipt of the written discipline. This action does not prohibit the Team Member and/or Team Members from grieving through the grievance procedure.

### **Section 3 - WORK RULES**

Detroit Chassis shall have the right to establish, maintain, and enforce reasonable work rules and regulations. The Company will discuss new or changes to existing work rules with the Union prior to their implementation in an effort to create a fair and reasonable rule that both parties can support. If issues arise, the Company's HR Representative and the UAW International Servicing Representative will meet to resolve the issue prior to utilizing the grievance procedure.

### **Section 4 - NOTIFICATION**

The Union will be notified in writing of all discipline involving time off, within twenty-four (24) hours of the discipline or suspension. Team Members shall be afforded the opportunity to fully discuss the matter with a Union representative prior to being disciplined.

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **Section 5 - STEPS OF DISCIPLINE**

There are three categories of corrective discipline as outlined in the Basic Rules of Conduct. All discipline cases will be followed in the following levels:

### **Level I**

- 1st offense: Verbal Warning
- 2nd offense: Written Warning
- 3rd offense: One (1) Day Suspension
- 4th offense: Three (3) Day Suspension
- 5th offense: Five (5) Day Suspension
- 6th offense: Discharge

### **Level II**

- 1st offense: Written Warning
- 2nd offense: One (1) Day Suspension
- 3rd offense: Three (3) Day Suspension
- 4th offense: Five (5) Day Suspension
- 5th offense: Discharge

### **Level III**

- 1st offense: Three (3) Day Suspension
- 2nd offense: Five (5) Day Suspension
- 3rd offense: Discharge

Violations of Level III may be subject up to and including immediate discharge, depending upon the severity of the infractions.

## **Section 6 - TIMING**

Disciplinary action taken will be cleared from an employee's record eighteen (18) months as specified above after the date it was issued. Evidence of offenses more than eighteen (18) months-old specified above will not be used by the Company to support additional discipline or subsequent arbitration unless:

1. The discipline is part of the progression that led to the discipline at issue.
2. A member attempts to persuade an arbitrator to reduce a disciplinary penalty by introducing evidence of his/her past work record. In such a case, the Company or the Union may respond by introducing evidence of disciplinary action imposed on the Employee during the equivalent period of time.

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **ARTICLE 12 - GRIEVANCE PROCEDURE**

### **Section 1 - DEFINITION**

A grievance is defined as any disagreement between the Company and the Union or a represented Employee regarding the interpretation or application of any provision of this Agreement.

The Union and Management agree to resolve at the lowest step possible.

### **Section 2 - GRIEVANCE PROCEDURE**

A grievance shall be filed within five (5) workdays of the event, giving rise to the grievance. Grievances shall be resolved in the following manner:

### **Section 3 - ORAL STEP**

The Company and the Union recognize the importance of promptly resolving workplace issues and complaints. To that end an Employee and a designated union representative, shall raise any concerns orally with his immediate supervisor. The parties will make a good faith effort to resolve the issue and/or complaint at this informal state without the necessity of a grievance being filed.

### **Section 4 - WRITTEN GRIEVANCE**

**Step 1.** The written grievance is given to the Shift Manager by the Committee Person, at which time the two parties will discuss and try to resolve the grievance. The Shift Manager has three (3) workdays to respond to the grievance. The Union has three (3) workdays to respond to the Company's answer. If the grievance is not resolved the grievance is taken to Step 2.

**Step 2.** The written grievance is given to the Human Resource Manager or designee to meet and discuss with the Committee Person and/or Plant Chairperson at which time the two parties will try to resolve the grievance. The Human Resource Manager or designee has three (3) workdays to respond to the grievance. The Union has three (3) workdays to respond to the Company's answer. If grievance is not resolved the grievance is taken to Step 3.

**Step 3.** The written grievance is given to the Plant Manager or designee to meet and discuss with the Plant Chairperson and or local Union President to try and resolve the grievance. The Plant Manager or designee has three (3) workdays to respond to the grievance. The Union has three (3) workdays to respond to the Company's answer. If the grievance is not resolved the grievance is taken to Step 4.

## **Detroit Chassis Avon & UAW 2000 AGREEMENT**

**Step 4.** The written grievance will be communicated to the Corporate Operations Leader or designee and the International Representative or designee by the Local Union President and the Plant Manager. The Corporate Operations Leader and the International UAW Representative will discuss and try to resolve the grievance. The Corporate Operations Leader or designee and the International Representative or designees have fourteen (14) workdays to respond to the grievance. If the grievance is not resolved the grievance is taken to Step 5.

**Step 5.** If the written grievance is not resolved in Step 4, the Union must within thirty (30) days by written notice, submit a request to the FMCS (Federal Mediation and Conciliation Service) for mediation. Both parties may mutually agree to waive step 5. If the grievance is not resolved the International Representative may refer grievance back to the Local President or Recording Secretary for arbitration. The Union has Thirty (30) workdays to decide if arbitration will be used. If the grievance is not resolved the grievance is taken to arbitration (Step 6).

### **Step 6. ARBITRATION**

If the grievance is not resolved in Step 5, then as a last resort, the Union and/or Detroit Chassis Avon corporate designee shall have the ability to refer the matter to an independent arbitrator who will be selected by the parties through American Arbitrators Association or FMCS. At the onset, there shall be an odd number of selected Arbitrators given to both parties; each party will be able to strike one (1) arbitrator until one (1) is remaining. The fees for AAA or FMCS services are shared 50/50 by the Company and the local Union. The arbitrator may attempt to mediate any dispute by mutual agreement of the parties. The arbitrator has no power or authority to modify, change, add to or subtract from the terms and conditions of this Agreement. The decision of the arbitrator or the resolution of a grievance at any stage in the grievance process is final and binding upon both parties.

### **Section 5 - REINSTATEMENT OF GRIEVANCES**

Where settled grievances are subject to appeal by the aggrieved Employee and in those appeal cases where the International Union, UAW, by either its Executive Board, Public Review Board or Constitutional convention Appeals Committee has reviewed the disposition of a grievance and found such disposition was improperly effected by the Union or representative involved, the Servicing Representative may inform the Company representative in writing that such grievance is reinstated in the grievance procedure at the step at which the original disposition on the grievance occurred.

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **ARTICLE 13 – COMPENSATION**

### **Section 1 – WAGES AND COMPENSATION**

All wages and compensation in this agreement will be effective the first Monday following the **contract** date.

Seniority @ Ratification	Rate as of 3/18/24	4/29/2024		4/28/2025	4/27/2026	5/3/2027
Increase Amount Each Year		Inc. Amt.		+ \$0.50	+ \$0.50	+ \$0.50
Starting Rate	\$15.75	\$0.75	\$16.50	\$17.00	\$17.50	\$18.00
6 Months			\$17.00	\$17.50	\$18.00	\$18.50
1 Year	\$16.25	\$1.00	\$17.25	\$17.75	\$18.25	\$18.75
2 Years	\$17.00	\$1.00	\$18.00	\$18.50	\$19.00	\$19.50
3 Years	\$18.00	\$1.00	\$19.00	\$19.50	\$20.00	\$20.50
Base Max (4+ Years)	\$19.25	\$1.25	\$20.50	\$21.00	\$21.50	\$22.00
Maintenance Technician	\$28.50	\$1.00	\$29.50	\$30.00	\$30.50	\$31.00
Maintenance Journeyman			\$31.00	\$31.50	\$32.00	\$32.50

End of Line (EOL) Inspector	\$1.25
General Utility (GU)	\$3.00
Material Handler	\$1.50
Quality Technician	\$2.00
Second Shift – upgrade	\$0.75
Team Leader	\$2.50
Trainer	\$1.00

### **Section 2 - WORKING HOURS**

Detroit Chassis currently has a (2) two shift operation; 1st shift (days), 2nd shift (afternoons). A regular workweek will normally consist of **five (5) days, eight (8)** hours per day and will include as follows:

**Eight (8)**-hour shift – 20 min paid break, 30 min unpaid lunch, 12 min paid break

**Ten (10)**-hour shift - 20 min paid break, 30 min unpaid lunch, 20 min paid break

**Twelve (12)**-hour shift – 20 min paid break, 30 min unpaid lunch, 20 min paid break and 20 min paid break.

Detroit Chassis shall follow the customer's production requirements.



# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **Section 3 - RATE FOR TEMPORARY TRANSFER**

A member transferred to a higher paying classification will be paid at the higher rate from the start time of the transfer until the end of the shift.

## **Section 4 - INACTIVE AND ACTIVE STATUS**

A member on a personal leave for any reason or laid-off for more than 30-days is considered inactive. A member must be "active" in order to be eligible for all benefits, including but not limited to, medical, dental, life insurance, holidays, bereavement, Paid Time Off (PTO) and any other entitlements under the CBA. Only active full-time members accumulate PTO.

## **Section 5 - SIGNING BONUS**

A one-time Signing Bonus shall be paid within two weeks upon ratification to active members. The seniority date for four (4) associates will be pulled ahead to four (4+) years for bonus pay out only. Inactive associates will be eligible for a signing bonus if they return to work within sixty (60) of the ratification date and are active for a period of sixty (60) consecutive days after ratification.

### **Members**

90 days to <1 year	\$250.00
1 plus years	\$750.00
2 plus years	\$1,000.00
3 plus years	\$1,250.00
4 plus years	\$3,000.00

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **ARTICLE 14 - SAVINGS PLAN 401K**

### **Section 1 - 401(K) SAVINGS PLAN**

The Company will provide a 401(k) Retirement Plan for all eligible employees. The employer will match up to 6% of the associate's contribution at 50% on the dollar.

### **Section 2 - ELIGIBILITY**

The associate will be eligible to contribute to the 401(k) Retirement Plan the first calendar quarter following six (6) months of seniority.

### **Section 3 - VESTING**

All employee contributions to the Plan shall vest immediately. 20% of the Employer's matching contributions shall vest each year so that the associate shall be fully vested after five (5) years of employment.

### **Section 4 - FORFEITURES**

All forfeitures shall remain part of the Plan assets and shall be redistributed to eligible Plan Participants and not returned to the Company.

### **Section 5 - PLAN EXPENSES**

The Company shall bear all of the initial expenses of Plan design and set up and for the first year of Plan operation. Thereafter, all expenses of administration shall be borne by the Plan.

### **Section 6 - PLAN DESIGN**

In order to minimize complexity, expense of administration, delay, and costs of IRS compliance, the Company may at its discretion adopt a form Plan pre-approved by the IRS and compliant with IRS safe harbor provisions.

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **ARTICLE 15 – MEDICAL/DENTAL/VISION**

### **Section 1 - ELIGIBILITY**

On the first day of the Month after ninety (90) calendar days of employment, the Company agrees to make available to each Employee the Health, Dental and Vision coverage set forth, subject to the following conditions.

### **Section 2 - CONTINUATION OF BENEFITS**

Benefits will remain in effect until the end of the month in which the team member is laid off, on leave of absence, terminated, or on union leave. (Detroit Chassis will comply with the FMLA local, state or federal regulations).

### **Section 3 - MEDICAL INSURANCE WEEKLY PREMIUMS**

Detroit Chassis will provide all Employees medical insurance coverage. Employer shall provide single, double, and family coverage Group Health and Medical Insurance to all regular full-time Employees effective on the first day of the month following the completion of the ninety (90) calendar day probationary period. The cost of such Group Health and Medical Insurance, Dental Insurance, and Vision Insurance coverage shall be divided between the Employer and the Employees as follows:

Employer shall pay 80 percent (80%).

Employee shall pay 20 percent (20%).

### **Section 4 - CHANGES TO MEDICAL BENEFITS**

The parties agree that the Employer may change insurers at any time during the term of this Agreement. The union will be notified prior to any change in any benefit plan insurer. There will be no change in any provided benefit or additional fees due to a change in insurers.

### **Section 5 - DENTAL PLAN**

The Company will offer dental coverage.

### **Section 6 - VISION COVERAGE**

The Company will offer vision coverage.

### **Section 7 - PRESCRIPTION DRUG PLAN**

The Company will offer a prescription drug plan.

### **Section 8 - LIFE INSURANCE**

Detroit Chassis will provide a \$25,000 life insurance policy for each eligible team member. The Company will offer the opportunity for Team Members to purchase supplemental Team Member and dependent life insurance.

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **Section 9 - ACCIDENTAL DEATH AND DISMEMBERMENT INSURANCE**

Detroit Chassis will provide \$25,000 accidental death and dismemberment insurance to each eligible Employee. The company will offer the opportunity to purchase supplemental Employee and dependent accidental death and dismemberment insurance.

## **Section 10 - SHORT-TERM DISABILITY INSURANCE**

Short-term disability benefits shall be available to a Team Member who qualifies for coverage. Team Members will not be eligible until after (6) six months of employment. This includes disabilities such as maternity leave, illnesses, non-work-related injuries, etc. Detroit Chassis pays this benefit for those Team Members who qualify. These benefits shall be paid for during the duration of the Team Member's disability or 26 weeks, whichever is less after a suitable waiting period. Weekly payments shall be 60.0% of the Team Member's base pay up to \$1500 per week.

## **Section 11 - BENEFIT CLAIMS**

Disputes between Employees and administrators who are not parties to this Agreement regarding the administration of the claims will be pursued through the administrator's dispute resolution procedure before a grievance is filed. The Benefits Administrator will provide information regarding the administrator's procedure to any Employees who request such information. This time period for filing a grievance will not begin to run until the administrator's procedures have been exhausted.

## **Section 12 - BENEFIT REINSTATMENT**

A Team Member who successfully completes the Introductory Period and is absent from work due to a work-related injury, leave of absence for a medical reason, or due to a work reduction layoff up to 12 months, will have their health insurance benefits reinstated at the beginning of the following month upon their return. All other benefits will be reinstated following the stated waiting period in this agreement. Team Members who are absent for greater than 12 months, and have a lapse in coverage, will need to meet the stated waiting period in this agreement prior to the reinstatement of health insurance benefits and all other benefits. Any Team Member absence for greater than 90 days for any other reasons, with a lapse in coverage, will need to meet the stated waiting period in this agreement prior to reinstatement of all benefits.

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **ARTICLE 16 - PAID HOLIDAYS**

### **Section 1 - PAID HOLIDAYS OBSERVED**

All full-time regular active Employee are eligible to receive the following paid holidays annually. The Employer agrees that following their ninety (90) calendar day probationary period, all regular full-time Employees shall receive the number of designated holidays off, with holiday pay on the basis of their normally scheduled hours of pay at their respective regular straight-time hourly rates:

\*In lieu of observing Christmas Eve and Christmas Day holiday pay, each year of the agreement, members will receive a return-to-work incentive that will consist of two (2) days of straight time pay at their current rate of pay and regularly scheduled hours to work per day.

Holiday Chart each year unless noted:

1. New Year's Day
  - FMC observation
2. Martin Luther King Jr. Day
3. Good Friday
4. Easter Monday
5. Memorial Day
6. Juneteenth
7. Labor Day
8. Federal Election Day; years 2024 and 2026
9. Veteran's Day
10. Thanksgiving
11. Day after Thanksgiving

Holidays: Dates for each holiday shall be observed by UAW/Ford Master Agreements, unless otherwise agreed to by Local Union Leadership and DCA Management.

*The Return-to-Work Incentive Holidays (Christmas Eve and Christmas Day) for 2024, 2025, 2026 & 2027 will be paid the first full workweek following the **scheduled** holidays.*

## **Detroit Chassis Avon & UAW 2000 AGREEMENT**

- A. If Employees are asked to work on one of these holidays, they will be paid double their regular rate for all hours worked on the holiday. Paid holidays will be used in computing an Employee's eligibility for overtime.
- B. To be eligible for holiday pay the Employee must work on the nearest scheduled workday, both preceding and following the holiday, unless the Company agrees otherwise. Probationary Employees are not entitled to holiday pay. Holidays that fall in shutdown weeks will be paid in the following pay period at the straighttime rate.
- C. If a holiday occurs during the Employee's PTO, he/she shall be paid holiday pay in accordance to above in addition to the PTO pay or shall receive one (1) additional days' PTO with pay at the Employee's option.
- D. Team Members on leave or layoff will not be entitled to Holiday Pay except as stated above.

### **Section 2 - SCHEDULED HOLIDAY WORK**

Customer service obligations may require that Employee be scheduled to work on holidays. Employee will be scheduled based on the timing of customer requirements and the structure of the bids as outlined in the equalization Article. If an Employee works on a holiday, Employee will receive both holiday pay and their normal hourly wage for the work performed.

### **Section 3 - UNPLANNED SHUT DOWN**

Anytime the customer is on an unplanned shutdown, the Company agrees to submit Employees to layoff status so they may apply for Unemployment Insurance Benefits if the Employee is eligible. Shut down must be a minimum of 5 continuous workdays and may include a holiday.

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **ARTICLE 17 – PAID TIME OFF (PTO)**

### **Section – 1 PTO**

<b>PTO ACCRUAL: Effective 01/01/2025</b>					
<b>Seniority</b>	<b>6 Months to Less Than 1 Year</b>	<b>1 Year to Less Than 3 Years</b>	<b>3 Years to Less than 5 Years</b>	<b>5 Years to Less Than 10 Years</b>	<b>10 Years to Less than 20 Years</b>
<b>Compensated Hours in Prior Calendar Year</b>	<b>PTO Hours Earned</b>				
<b>1600 + Hrs.</b>	<b>40</b>	<b>80</b>	<b>104</b>	<b>120</b>	<b>160</b>
<b>1300 – 1599 Hrs.</b>	<b>32</b>	<b>64</b>	<b>80</b>	<b>104</b>	<b>136</b>
<b>800 – 1299 Hrs.</b>	<b>24</b>	<b>48</b>	<b>56</b>	<b>80</b>	<b>104</b>
<b>0 – 799 Hrs.</b>	<b>16</b>	<b>24</b>	<b>32</b>	<b>40</b>	<b>48</b>
A.	PTO will be approved in eight (8) or four (4) hour increments.				
B.	A maximum of forty (40) hours may be rolled over into the next year.				
C.	No payout of PTO.				
D.	Compensated hours include hours worked, PTO, eligible holidays, bereavement, and jury duty.				
E.	Associates that obtain enough hours to qualify for PTO will become eligible on January 1 <sup>st</sup> of the following year.				
F.	Associates may not pull seniority date ahead for PTO allotment qualification to advance to the next level. ➤ Example – Seniority date 4/1/2020. Associate will not qualify for the 5 to 10-year PTO allotment until 1/1/26.				
G.	New hires (through 12/31/2024) will accrue 3.33 hours of PTO for each month worked starting on their seniority date and such hours will be available to use the month following their 91 <sup>st</sup> day of employment.				
	<b>PTO accrual process effective 1/1/2025 for all new hires:</b>				
	<b>January 1<sup>st</sup> – June 30<sup>th</sup></b> associates may earn up to twenty-four (24) hours of PTO.				
	<b>1.</b> Upon completion of an associate's ninety-day (90) introductory period the associate shall be eligible to accrue up to twenty-four (24) hours of PTO. The associate can accrue eight (8) hours of PTO each month during the next ninety-days (90) when <b>worked hours are equal to or greater than one hundred (100) hours each month</b> . During this ninety-day (90) period PTO hours are capped at twenty-four (24) hours. The associate will have six (6) months of seniority and may use the PTO or roll it over to the following year.				
	<b>2.</b> Associates hired January – June will accrue PTO based on the <b>Compensated Hours in Prior Year</b> schedule shown above to be taken the following January.				

## **Detroit Chassis Avon & UAW 2000 AGREEMENT**

	<b>July 1<sup>st</sup> – December 31<sup>st</sup></b> associates may earn up to twenty-four (24) hours of PTO.
<b>3.</b>	Upon completion of an associate's ninety-day (90) introductory period the associate shall be eligible to accrue up to twenty-four (24) hours of PTO. The associate can accrue eight (8) hours of PTO each month during the next ninety-days (90) when <b>worked hours are equal to or greater than one hundred (100) hours each month.</b> During this ninety-day (90) period PTO hours are capped at twenty-four (24) hours. The associate will have six (6) months of seniority and may use the PTO in the following year.
<b>4.</b>	Associates hired July – December PTO will be available to use the January following a full one (1) year anniversary based on the <b>Compensated Hours in Prior Year</b> schedule shown above.



# Detroit Chassis Avon & UAW 2000 AGREEMENT

## **ARTICLE 17 — PTO**

### **Section 1 — PAID TIME OFF (PTO)**

All active members for the year 2021 will receive their full annual accumulated PTO amount in accordance to the chart below on Monday, March 15, 2021 (the Monday following the March 11, 2021 ratification date).

PTO hours will be prorated if the member is inactive on January 1<sup>st</sup> and/or July 1<sup>st</sup>. I.e., if the member is on inactive status on January 1<sup>st</sup> but becomes active before July 1<sup>st</sup>, he/she will receive a pro-rated amount of PTO hours to use between their active date and July 1<sup>st</sup>.

For the remainder of calendar year 2024 **ONLY** total accumulated PTO will remain as follows:

0-1 year	New Hires – PTO hours will be accumulated monthly
1 to less than 3 years	40 hours
3 to less than 5 years	80 hours
5 plus years	120 hours

### **New Hires**

New Hires will accumulate 3.33 hours of PTO for each month worked starting on their seniority date and such hours will be available to use **the month following their 91st day** of employment. The member will be eligible to use **accumulated hours** in accordance with the PTO Policy. **New Policy effective 1/1/25.**

Once the new hire has reached one (1) year seniority, PTO hours will be dispersed bi-annually (January 1<sup>st</sup> and July 1<sup>st</sup>) in accordance with the schedule below.

### **Seniority Members**

Effective January 1, 2022 (member must be active at least six (6) months) prior to January 1<sup>st</sup> and July 1<sup>st</sup> of each year of the agreement the following chart will apply:

#### **Total Eligible Annual Seniority**

	January 1 <sup>st</sup>	July 1 <sup>st</sup>	PTO Hours
1 to less than 3 years	20 Hours	20 Hours	40 Hours
3 to less than 5 years	40 Hours	40 Hours	80 Hours
5 Plus Years	120 Hours	—	120 Hours

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

~~\*Note: PTO hours will be prorated if the member is inactive on January 1<sup>st</sup> and/or July 1<sup>st</sup>. I.e., if the member is on inactive status on January 1<sup>st</sup> but becomes active before July 1<sup>st</sup>, he/she will receive a pro-rated amount of PTO hours to use between their active date and July 1<sup>st</sup>. The Monday following the ratification date, all members with at least one (1) year of service and on active status, shall receive their January 1<sup>st</sup> PTO allotment for 2021 only.~~

All **requested** PTO hours will be approved or denied in advance by management and used at the discretion of the Member, if approved. PTO must be taken in full shift or minimum half shift increments.

## **Rollover Process**

A maximum of 40 hours of PTO may be rolled over to the next year. The company shall make every effort to allow members to take PTO hours in accordance with the PTO Policy.

## **Overpayment Recovery**

If the member voluntarily terminates employment without a 2-week notice, that member authorizes the company to recover compensation of **used and unaccumulated** hours. Any use of hours not yet accumulated in a year must be authorized by the company.

## **Emergency Paid Time Off (EPTO) Days**

Members will be allowed to take **one (1) EPTO day each six (6) months per calendar year, i.e. January – June (1 EPTO), July – December (1 EPTO)**. Members with four (4) plus points cannot use an EPTO day, EPTO days cannot be used before or after a holiday and cannot be used for other major events (i.e., Super Bowl, Kentucky Derby and etc.).

## **Section 2 - UNUSED PTO DAYS**

Employees who resign and provide a two-week notification or are terminated will receive payment for all unused earned PTO.

## **Section 3 - PTO SCHEDULING PERIOD**

Employees will submit their PTO request in January of each year, seniority will be used as the determining factor, all PTO requested after this period will be on a first request basis.

# **ARTICLE 18 - LEAVES OF ABSENCE**

## **Section 1 - LEAVE OF ABSENCE**

A regular active Employee who has completed their Introductory Period is eligible for an unpaid Leave of Absence. Leaves can be no less than five (5) days and no more than thirty (30) days; however, leaves may be extended upon advance approval, in increments up to a maximum of ninety (90) days. Leave of absence must be approved by management.

## **Section 2 - MILITARY LEAVE**

## **Detroit Chassis Avon & UAW 2000 AGREEMENT**

The Company conforms to the Uniform Services Employment and Reemployment Rights Act (USERRA) and any applicable state and federal laws in reference to military leaves. A military leave of absence without pay is granted to any Employee who enters active duty in the US Armed Forces, without loss of service or job status. Employees are to notify the Company as soon as they are aware of their military obligations.

### **Section 3 - JURY DUTY**

All regular full-time Employees with seniority called for jury duty will receive the difference between their normally scheduled hours' straight time pay at the applicable hourly rate and actual payment received for jury service for each day of jury duty. In order to receive payment, the Team Member must give the Company prior notification and be required to provide proof of attendance with a receipt of jury pay.

### **Section 4 - UNION LEAVE**

Any Employee shall be granted a Leave of Absence when requested by the International Union, Local Union President or Local Union Chairperson. Union agrees to provide three (3) calendar days' notice to the Company, except in the case of an emergency. All Union leaves will be without pay. Seniority will continue during leave.

## **ARTICLE 19 - BEREAVEMENT LEAVE**

### **Section 1**

When death occurs in an Employee's immediate family, the Employee shall be excused from work with pay upon request for up to five (5) working days. For this purpose, immediate family shall consist of the associate's spouse, children, and parents.

Employee's shall be excused from work with pay upon request for three (3) working days for grandchild, brother, sister, parents-in-law, daughter-in-law, son-in-law, step-brother, step-sister, step-parent or grandparent.

The Company may request that proper evidence be submitted by the Employee. The Employee will be paid at his/her regular rate of pay. The Company may grant an additional unpaid leave up to ten (10) days when requested.

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **ARTICLE 20 - FAMILY MEDICAL AND LEAVE ACT (FMLA)**

The Company is in full compliance with the Family and Medical Leave Act (the FMLA) and agrees to extend FMLA coverage to Employees covered by this Agreement to extent required by the eligibility rules of the FMLA and in accordance with the Company's policies governing administration of the FMLA.

## **ARTICLE 21 - HOURS OF WORK**

### **Section 1 - WORKWEEK**

The normal workweek is forty (40) hours, consisting of **five (5) eight (8) hour days.** **or four (4) ten (10) hour days.** The Company will have the right to schedule overtime when, necessary to meet operating schedules and Customer requirements. Detroit Chassis will review customer requirements with the Union **if the Customer returns to a four (4) day ten (10) hour per day work schedule.**

### **Section 2 - OVERTIME**

The standard hours of work shall be **eight (8) hours** **or ten (10) hours** per day and forty (40) hours per week, which may be modified by the employer to meet varying production demands. An Employee will receive one and one-half (1-1/2) times the regular hourly rate for every hour worked and or compensated in excess of forty (40) hours in one payroll week. Employees who have worked and / or been compensated for 40 hours in a week will be paid at two (2) times the hourly rate for Sunday of that week. Workers will receive a thirty (30) minute unpaid lunch break. The Employer reserves the right to schedule the work and assign Employees based on Classification, shift and overtime hours. Overtime will be scheduled as far in advance as possible but no later than prior to last break. The Company will ask for qualified low overtime volunteers prior to forcing Team members to work overtime. Volunteers must be able to perform the work and have past training or experience.

### **Section 3 - CALL IN PAY**

Except for acts of God or situations beyond the control of the Company, an Employee who reports for work after instruction by his/her supervisor or other Company representative shall be guaranteed four (4) hours' work or pay at the applicable rate. Unless Employee volunteers to go.

### **Section 4 - CALL BACK PAY**

Except for acts of God or situations beyond the control of the Company an Employee called back to work after completing assignment for the day and leaving the company premises, shall receive a minimum of four (4) hours work or four (4) hours pay or any combination to meet the four (4) hour minimum. Tracking of hours and pay shall be the responsibility of management.

## **ARTICLE 22 - TIME KEEPING**

### **Section 1 - TIME CARD**

Each Team Member must clock only their timecard, badge, etc. Time worked other than the regular shift must be pre-approved and initialed by their Shift Manager. If a Team Member is unable to clock in, the Team Member must report to a member of management prior to start of scheduled shift.

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **Section 2 - PERFECT ATTENDANCE DAYS OFF**

Team Members who accumulate twelve (12) months perfect attendance of a calendar year earn a PTO day, one (1) day, added to next years' PTO balance. Starting January 2017. Perfect Attendance is defined as receiving no attendance points for absence or tardy.

## **ARTICLE 23 - OVERTIME**

### **Section 1 - EQUALIZATION GROUPS**

The following Equalization Groups, by shift, will be established:

- **Group A - Production Axle**
- **Group B – Production Tire**
- **Group C- Materials**
- **Group D - Team Leads**
- **Group E – Quality**
- **Group F – Maintenance**
- **Group G – Mustang Line**

It is understood that Team Members assigned overtime must be capable of performing the assigned work without an adverse impact on efficiency of operations including Quality and Customer expectations.

### **Section 2 - ADMINISTRATIVE**

Equalization of hours shall be kept on a continuous basis and updated weekly. At the beginning of each year (January 1<sup>st</sup>) the Employees will be assigned zero hours

1. Overtime will be scheduled from an equalization sheet supplied by the Company. Any disputes will be brought to the Shift Manager of HRM.
2. Overtime hours are not equalized between shifts. Management agrees to jointly develop resolutions to concerns that may develop.
3. Hours will be credited in terms of total pay hours involved. Hours accepted or refused will be recorded as such.
4. When a Team Member works in the Team Member's own equalization group or any other group the Team Member will be credited with the hours accepted or refused.
5. When hours are available to a Team Member who is absent for any reason, Team Members shall be credited as if the Team Member worked the hours.
6. When a new Team Member arrives in a new occupational group or department, or returns from any leave, they will assume that group's median hours for purposes of overtime offering.

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

It is understood that no provision of these Overtime Rules shall interfere with the efficiency of the operation or adversely impact the Customer's requirements.

## **Section 3 - OVERTIME**

### **Occupational Groups**

- Production Tire
- Production Axle
- Materials
- Quality
- Maintenance
- Mustang Line

## **ARTICLE 24 – REDUCTION OF WORKFORCE**

### **Section 1 - SPECIAL PROJECT WORK**

Where applicable, special project work during December holiday shutdown and summer shutdown, normally scheduled in July is to be performed by Union Team Members. The Company will make every attempt to use volunteers by high seniority first to accomplish this project work. If there are no volunteers the lowest seniority will be scheduled. In the event that mandatory customer production/training is scheduled, the Company will notify the Union in advance of the work schedule for all Team Members.

### **Section 2 - TEMPORARY LAYOFF**

In the event that the workforce must be reduced on a temporary layoff (45 days or less), the Company will lay off Team Members in voluntary inverse order of seniority. Management will ask for volunteers; however, Team Members kept will have the skills and ability to perform the work.

### **Section 3 - INDEFINITE LAYOFF**

In the event that the workforce must be reduced for an indefinite period of time, the Company will lay off Team Members in order of seniority, non-seniority first, then lowest. Laid off Team Members will be recalled in reverse order of layoff at the first available open position. The Company will contact the laid off Team Members by registered mail and phone at the Team Member's last known address or e-mailed to the Team Member. The Team Member will have 7 days to return to work after notification of recall. Team Members should make themselves available sooner than 7 days if they are able.

### **Section 4 - WORKFORCE REDUCTION**

Detroit Chassis will notify the Union of any workforce reduction as soon as possible after the Company is notified of the event that makes the reduction necessary.

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **Section 5**

If the parties should encounter any unforeseen circumstances, they shall meet and resolve such difficulties as quickly as possible.

## **ARTICLE 25 - SHIFT PREFERENCES**

### **Section 1 - SHIFT PREFERENCE**

A Team Member can change his/her shift preference election at any time, a seniority employee may exercise their seniority within their classification against the lowest seniority within the classification on the opposite shift. Management has up to two (2) weeks to complete the move. Once a team member is placed, they must remain on that shift for 6 (six) months and must be able to perform the job of the person they displaced.

## **ARTICLE 26 - JOB BID**

### **Section 1 - JOB BIDS**

Bidding will occur when there is an open position. A Team Member can be awarded a maximum of one (1) job bids in a six (6) month period. It is agreed that when permanent openings occur, such positions shall be filled in the following manner:

1. Job Posting will be posted for one (1) week
2. Persons Bidding for the Job shall be awarded, in order of seniority, merit and ability for the posted position.
3. Once a job bid is awarded and the Team Member has started the cross-training process, Team Members cannot forfeit the awarded job bid for six (6) months, from acceptance of job. The awarded applicants name and seniority will be posted for one week after the posting is awarded.

### **Section 2 - BACKFILL POSITIONS**

1. If the position remains unfilled, then the lowest seniority Team Member from the facility fills the position that is made available due to the backfill.
2. In the event the Team Member is not skilled in the duties of the new position the Team Member shall be given five (5) calendar days to become proficient. In the event the Team Member does not become proficient, the Team Member shall return to the Team Members' previous position. The Shift Manager shall determine "Proficiency".

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **Section 3 - OCCUPATIONAL GROUPS**

- **Production Tire**
- **Production Axle**
- **Materials**
- **Quality**
- **Maintenance**

These groups will be considered as separate occupational groups.

## **Section 4 - TEAM LEADS**

The Company agrees that all Team Leads are hourly bargaining unit positions of UAW 2000. A person selected for the Team Leader position must have the ability to perform all work content in area of responsibility and possess recognized leadership ability and interpersonal skills.

The Company will add a Materials Team Lead position to the 2<sup>nd</sup> shift to perform limited Clerk duties. There shall be Team Leads for each shift, in all Occupational Groups listed above.

## **Section 5 - EMPLOYEE LISTING**

The Company will provide UAW 2000 with an updated listing of all Team Members contact information, job title, shift with pay rates on a monthly basis. This will be provided to the local Union Financial Secretary electronically. These will be provided the first full week of each month.

## **Section 6 - SENIORITY AND JOB BID POSTINGS**

The Company will provide the Union a locked, two (2) door bulletin board for display of plant Seniority and Job Bid information for the Team Members in the break room. Seniority listings will be updated by Management monthly.

## **ARTICLE 27 - TRANSFERS TO POSITIONS OUTSIDE OF BARGAINING UNIT**

Team Members who are transferred or promoted to a non-bargaining unit position within Detroit Chassis shall continue to accrue bargaining unit seniority for up to three (3) months if the Team Member elects to be transferred back to the bargaining unit. After three (3) months no rights are retained.

Team Members transferring under the above paragraphs governed by the provisions of this agreement, may be allowed to return to the bargaining unit, for reasons other than layoff for a period of three (3) months from date of transfer, to a position that the Team Member's seniority at that time may permit. All back Union dues must be paid to retain original seniority date. Documentation of the Team Members move, the date and area, will be forwarded to the Union the week the transfer or promotion occurs. The same will be provided to the Union when they return.



# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **ARTICLE 28 - LOSS OF SENIORITY**

### **Section 1**

A Team Member's seniority is broken so that no prior period or periods of employment at Detroit Chassis shall be counted and the Team Member's seniority shall cease upon:

1. Discharge for just cause;
2. Voluntary Resignation;
3. Team Member retirement.
4. Layoff greater than length of accrued service
5. Move to positions outside of the bargaining unit greater than 90 days
6. Illness or disability leave of absence granted by Management for a continuous period in excess of eighteen (18) months or length of seniority whichever is the greater; provided the illness or disability is supported by competent medical documentation.
7. If the Team Member has been laid off and does not return after notification within seven (7) working days.

If a Team Member's seniority is broken due to a reason identified above the Company will promptly notify the Team Member by sending a (return receipt requested) certified letter to the Team Member's last known address per Detroit Chassis records and forward a copy to the Union.

## **ARTICLE 29 - GENERAL PROVISIONS**

### **Section 1 - CORRECT MAILING ADDRESS**

Team Members will keep the Company and the Union advised of their correct mailing address. Notice of such address or any change thereof must be given to the Company in writing, and shall be entitled to rely upon the addresses shown in its records. The Company will provide the updated information monthly or as necessary to the Union. Neither Detroit Chassis nor the Union is responsible for incorrect information.

### **Section 2 - ON THE JOB VIDEO**

Detroit Chassis will not utilize any video surveillance equipment to monitor the hourly workforce for any reason including disciplinary purposes. The company may maintain video surveillance equipment and monitor facility and automation and safety conditions.

### **Section 3 - INCLEMENT WEATHER GEAR**

Detroit Chassis agrees to supply multiple sized inclement weather gear jackets for proper Employees to use. This gear will be hung by the entrance and exit doors.

### **Section 4 - SUPERVISOR INSTRUCTIONS**

Employees will not be subjected to Dual Supervisory Instructions; Employees will have one Supervisor from which to take instructions

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **Section 5 - USE OF TEMPORARY WORKERS**

The use of temporary workers will be limited to off standard situations and will only be used to supplement the regular workforce and will not be used to circumvent the hiring of Full-Time Employees. In the event that the parties have recognized the need to bring in temporary workers it will only be after all UAW employees are fully utilized by offering additional hours of work including overtime. Temporary work will be offered to Laid-off employees first if available. The Company and the Union will discuss the reasons for the need and duration of time for the Temporary Worker prior to utilization. If issues or concerns arise, the Company's HR Representative and the UAW International Servicing Representative will meet to resolve the issue.

## **ARTICLE 30 - NON-DISCRIMINATION / HARRASSMENT**

### **Section 1**

In accordance with Federal and State Law, neither Detroit Chassis management nor the Union shall discriminate, nor cause, nor attempt to cause the other to discriminate against any individual with respect to such individual's compensation, terms, conditions, or privileges of employment because of such individual's race, color, religion, gender, national origin, age or disability and sexual orientation.

### **Section 2**

A Team Member with a claim of discrimination (including but not limited to issues of harassment or failure to provide requested reasonable accommodation to a disability) is expected to bring the claim to the attention of their Manager, which will then take up the issue with the appropriate parties with the objective of a resolution satisfactory to Detroit Chassis, the Union and the Team Member.

## **ARTICLE 31 - NO STRIKE, STOPPAGES, LOCKOUTS**

### **Section 1 - GENERAL**

It is the intent of the Company and the Union to this Agreement that the procedures herein shall serve for the peaceable settlement of any disputes that may arise between them.

### **Section 2 - NO STRIKE OR STOPPAGES**

During the term of this Agreement, the Union agrees it will not encourage, sanction or approve any strike, stoppage, slowdown or other interruption of work growing out of any dispute which is subject to the grievance procedure under the terms of this Agreement and the supplements thereto. On the contrary, the Local Union will actively discourage and endeavor to prevent or terminate any strike, stoppage, slowdown or other interruptions of work growing out of any such dispute. The Company shall be privileged to discipline or discharge Employees responsible for such unauthorized activities without violation of the terms of this Agreement, subject, however, to the Grievance and Arbitration provisions of this Agreement, but the only question before the Arbitrator shall be whether the Employee participated in such unauthorized activity.

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

## **Section 3 - NO LOCKOUT**

The Company agrees as long as this Agreement is in effect there shall be no lockout.

## **ARTICLE 32 – UNION BULLETIN BOARDS IN PLANT**

### **Section 1 - UNION BULLETIN BOARD**

The Company agrees to provide a locked, enclosed bulletin board, which will be used exclusively by the Union for posting:

- (a) Notices of Union meetings.
- (b) Notices of Union elections.
- (c) Notices of Union appointments and the results of the Union elections.
- (d) Notices of Union recreational and social affairs.
- (e) Other notices concerning bona fide Union activity.

The bulletin Board will be a two (2) door board and be in the break area of the Plant.

## **ARTICLE 33 - VENDOR REVIEW PROCESS**

### **Section 1 - FOOD VENDING SERVICE**

The Company will provide Vending Machines in the plant break area.

## **Article 34 – Miscellaneous**

### **Section 1 - UAW Flag**

A UAW flag, provided by the Union is to be flown beneath the American Flag on the flagpole outside of the facility.

### **Section 2 – UAW Health and Safety Audit**

A Health and Safety audit will be scheduled once a year with UAW International Safety Department.

## **ARTICLE 35 - DURATION**

### **Section 1 - TERM**

This Agreement shall remain in force from April 27, 2024 through April 27, 2028 and thereafter for successive periods of one (1) year thereafter unless either party terminates it as set forth below.

### **Section 2 - AMENDMENTS AND TERMINATION**

If either party desires to modify or terminate this Agreement, they shall, on or before the 60th day prior to expiration, serve written notice by registered mail on the other party of a desire to terminate or modify this Agreement. In order to terminate the Agreement, at least seventy- two (72) hours' notice shall be given after such notification of modification, in which event the Agreement shall terminate at the end of such period of notice, but not sooner than the date set forth in Section 1 above.

# **Detroit Chassis Avon & UAW 2000 AGREEMENT**

IN WITNESS WHEREOF, the parties hereto 27<sup>th</sup> day of April 2024.

Detroit Chassis LLC – Avon

UAW Local 2000

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Dennis Edwards,  
President

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Tony Rollison,  
Chairman

---

Edwina Milligan,  
VP of Human Resources

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Don Zelenak,  
Recording Secretary

---

Bill Glover,  
Plant Manager

---

Dianna Brezina,  
Vice President

---

Elzoria Smith,  
HR Manager

---

Steve Frammartino,  
International Rep

---

David Green,  
Director, Region 2B

# Detroit Chassis Avon & UAW 2000 AGREEMENT

## Detroit Chassis Avon & UAW 2000 AGREEMENT

IN WITNESS WHEREOF, the parties hereto 11<sup>th</sup> day of March, 2021.

Detroit Chassis LLC - Avon

  
VP of Human Capital, EDWINA MILLIGAN

  
Plant Manager WILLIAM J. G. LOVE

  
Human Resources Manager ELZORIA SMITH

  
President DENNIS EDWARDS

UAW Local 2000

  
UAW Local 2000 President, Bill Sample

  
International Rep., Steve Frammartino

  
UAW 2000 Tony Rollison Chair Person

  
UAW Local 2000 Steve Stewart, Representative

  
UAW Region 2B Director, Wayne Blanchard