

AGREEMENT

BETWEEN

DAIMLER TRUCKS NORTH AMERICA LLC

Portland, Oregon

AND

INTERNATIONAL ASSOCIATION OF MACHINISTS

AND AEROSPACE WORKERS

OCTOBER 29, 2016 TO OCTOBER 29, 2021

Daimler Trucks North America LLC

**Portland Truck Manufacturing Plant (TMP)
Custom Truck Services (CTS)**

**MACHINISTS LABOR AGREEMENT
October 29, 2016 – October 29, 2021**

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PREAMBLE

The successful operation of the Employer's business is hereby declared to be of mutual interest and both parties hereto desire to preserve, promote and improve industrial and economic relationships, safety, cleanliness and economy and to improve and increase the quantity and quality of work performed.

AGREEMENT

THIS AGREEMENT, made and entered into between DAIMLER TRUCKS NORTH AMERICA LLC, hereinafter called the "Employer," and the INTERNATIONAL ASSOCIATION OF MACHINISTS AND AEROSPACE WORKERS, DISTRICT LODGE NO. W24, AND MOUNT HOOD LODGE, LOCAL NO. 1005, of Portland, Oregon, hereinafter called the "Union."

WITNESSETH

In consideration of the premises and the respective promises, Agreements and covenants of said parties hereto, they do hereby mutually agree as follows, to-wit:

ARTICLE 1. – TERRITORY AND WORK AFFECTED

Section 1. This Agreement shall cover all production and maintenance employees employed in the Employer's plants at 5400 North Basin Street and 6936 North Fathom, Portland, Oregon, and any relocation, extension or expansion of such plants within the present jurisdiction of District Lodge No. W24, IAM-AFL-CIO, excluding all Supervisors with the authority to hire or fire or effectively recommend same, office workers, engineering employees, draftsmen, guards, partsmen, material handlers, painters and janitors.

ARTICLE 2. –PAYROLL DEDUCTION OF UNION INITIATION FEES AND DUES

Section 1. Upon receipt of written request, signed by an employee working in any job covered by this Agreement, executed in the form of the attached exhibit to this Agreement, and so

long as such request shall not have been modified or revoked by the employee, the Employer will deduct from the pay of the employee, once in each calendar month, the amount specified in such request, to the extent otherwise then payable to the employee. The Employer will remit to the Union at its office in Portland, Oregon, once each month all money deducted from employees' pay pursuant to such requests during the preceding calendar month. Each such remittance shall be accompanied by an accounting for all such deductions indicating the credits represented thereby. The Union shall be solely responsible to each employee for application of any amounts so deducted and remitted.

Section 2. As agreed to in negotiations, the Company will provide payroll deduction for employee contributions to the Machinists Non-Partisan Political League (MNPL). Such deductions will be made upon receipt of a written request by an employee covered by this Agreement. The Union shall be solely responsible to each employee for monies so deducted and remitted.

ARTICLE 3. – NON-DISCRIMINATION

It is the continuing policy of the Employer and the Union that the provisions of this Agreement shall be applied to all persons without regard to race, color, religion, national origin, sex, age, disability or sexual orientation.

All employees are encouraged to report discrimination and harassment of any nature without fear of retaliation. All employees should refer to the posted Company Policy for further clarification.

Effective July 26, 1992 the parties agree to fully comply with the Americans with Disabilities Act (ADA). Any contractual provision which conflicts with ADA will be considered null and void with respect to such compliance.

ARTICLE 4. - EMPLOYMENT

Section 1. The Employer recognizes the Union as the sole and exclusive bargaining agent with respect to rates of pay, hours of work and other conditions of employment covered by this Agreement.

Section 2. Each employee covered by this Agreement shall apply for membership in the Union after thirty (30) days from the date he begins work and shall remain a member as a condition of employment and the Employer agrees to notify new applicants for employment and former employees returning to employment of this Agreement. The Employer shall notify, by a mutually satisfactory means, the Union of all new hires on a weekly basis.

Section 3. The Employer, within three (3) working days after receipt of notice from the Union, will discharge any employee who is not in good standing in the Union as required by the preceding paragraph. The Union agrees to indemnify the Employer and hold it harmless against any and all suits, claims, demands and liabilities for damages or penalties that may arise out of or by reason of any action that may be taken by the Employer for the purpose of complying with this section.

Section 4. An employee's seniority shall be computed from the time of his employment by the Employer in any capacity within the bargaining unit, except that a new employee shall be on probation for the first sixty (60) calendar days of his employment. After sixty (60) calendar days (or extension as noted below) a new employee shall be placed on the seniority list and given seniority rating as of the first day he was last hired by the Employer. Retention or termination of probationary employees shall be at the Employer's sole discretion and specifically excluded from the grievance procedure. It is understood that the probationary period will be automatically extended for all days of absence or transitional duty, separate or combined, that extend to five (5) or more days.

Section 5. (a) Seniority shall prevail in reduction and restoration of force, provided the senior employee shall be capable of performing the work remaining in the shop. In the event there is a need to hold employees out of seniority at the time of a reduction of force or recall employees out of seniority, the Employer shall post a notice (with a copy to the Union) containing the numbers of positions affected and job description. The notice shall be posted no later than five (5) working days prior to the reduction or restoration of forces. In the event of a temporary shutdown of one (1) week or less in duration and not to exceed ten (10) days total per Contract year, the Company may operate selected "regular assigned work areas" without regard to overall seniority. The selected "regular assigned work areas" will

be limited to the Electric Shop, the Maintenance Department and the Offline at the TMP. The Maintenance Department will have an additional ten (10) days which may operate without regard to overall seniority. There will be at least two (2) weeks' notice prior to temporary shut downs and one (1) week notice of canceling of shutdowns. Volunteer sign-up sheets for work during shutdowns will be posted at least two (2) weeks prior to shutdown.

Employees who sign up for work during shut-downs, but require training in order to qualify, will be provided such training, by seniority, as time and manpower requirements permit.

(b) It shall be the responsibility of the employee to keep both the Company and the Union informed of current address. During periods of layoff, the employee shall provide notice in writing of any change in address within five (5) days to both the Employer and Union. Failure on the part of the employee to keep the Company informed of his correct address releases the Company of any responsibility of any back pay liabilities for failure to be recalled by seniority. Upon proven notice of recall by letter or telephone, the employee shall report to work within five (5) working days. The five (5) working day provision may be waived upon reasonable and acceptable proof of failure to report to work but not to exceed thirty (30) days, except for those employees on bona fide medical leave.

Section 6. Seniority shall prevail in shift assignments, providing, however:

(a) The Employer may assign the longest service qualified employee to any shift for the purpose of training inexperienced employees.

(b) Longer service employees may be assigned by the Company to perform necessary work requiring certain qualifications which they possess to any shift, providing no shorter service employee on such job possesses the qualifications necessary to perform such work on the shift to which the assignment was made. The Employer agrees that such temporary assignment shall continue only until a qualified shorter service employee can be trained to replace the longer service employee. An employee assigned to the shift of his preference, in accordance with the provisions of this Section, shall not be

given consideration for shift preference in making subsequent assignments for a period of three (3) months from the date of the original assignment, except by agreement between the representatives of the Employer and the Local Lodge. Such assignments will become effective only at the start of the payroll week.

Section 7. (a) An employee with twelve (12) or more months of seniority who desires to fill a permanent vacancy in another regular assigned work area may file a request on a form to be supplied by the Employer. Employees may file requests for six (6) "regular assigned work areas" at any one time. Those employees who file a request for the Offline work area must be willing and capable of learning airing and electrical functions on a truck. There shall be one (1) transfer or refusal allowable in each six (6) month bid period. Employees accepting area transfers must accept the shift for which the job is available for the first week only and then may exercise any options for shift change that his seniority entitles him. Employees asked to change areas must make a decision within twenty-four (24) hours of notification. Failure to accept such area assignment shall nullify such Area Transfer Request except for inability to accept shift assignment changes where his seniority does not allow him to move to his prior shift. Area Transfer Requests may be withdrawn prior to area opening without penalty.

When it is determined by the Employer that a permanent vacancy exists, Area Transfer Requests will be honored on a seniority basis providing the employee requesting a change to another "regular assigned work area" has the ability to perform the job in a normal and average manner. The Employer will make every reasonable effort to instruct and assist the employee in the proper performance of the new job assignment.

Should a vacancy be created by honoring an area bid request, the Employer will allow only one backfill area bid transfer to fill that vacancy. Subsequent vacancies created by honoring this backfill area bid request will not be considered a permanent vacancy for area bid purposes.

When an employee has been selected for an area transfer in accordance with the foregoing, and he accepts the area change offered, he will be allowed a trial period to demonstrate his capabilities on the job in question. The trial period shall not be less than fifteen (15) or more than twenty-five (25) working days with the exception of the maintenance depart-

ment, which will be subject to a trial period of no more than sixty (60) working days. This shall count as the one maximum transfer or refusal as provided. An employee who fails to perform satisfactorily will be returned to his prior “regular assigned work area.” In the event an employee elects to return to his former “regular assigned work area,” he may do so within the first five (5) working days. Employees may not apply for vacation to be taken during these five (5) working days.

The parties agree that the “regular assigned work areas” referred to in this section are as follows:

TMP – “Active List”

Offline
Cab in White
Finish Cab
Axle Assembly/Axle Hang – Pool 15
Chassis Start – Pool 12 & Pool 21
Midline/Engine Line – Pool 2 & Pool 13
Final Chassis – Pool 3
Maintenance
Quality Assurance
(includes Vehicle Inspection)
Electric Shop
Utility Team

TMP II – “Active List”

TMP II Fuel Tank / Welding

To insure the retention of sufficient trained employees in a given “regular assigned work area” or subdivision thereof, movement between the “regular assigned work areas” will be limited to a maximum of either three (3) Area Transfer Requests or ten percent (10%) of the employees in a “regular assigned work area” honored on a seniority basis in each calendar month.

It is agreed that at the TMP the above limitation with respect to the Pre-Paint Chassis, Midline Chassis, Final Chassis, Pre-Paint Cab and Finish Cab “regular assigned work areas” will operate on a “station” basis. This is not to be construed as providing for change requests being honored between such “stations.” When the Employer has honored an employee’s area transfer request, the employee will not be eligible for a subsequent area transfer for six months from the date of such area change.

(b) Area Transfer Request Cards may be filed at any time. When an Area Transfer Request is filed with a Supervisor, the employee shall be given a receipt therefore and the request card shall be kept in the Personnel Office, with two (2) copies to the Shop Steward, until the employee is offered the area transfer or until the following January 7 or July 7, whichever comes first.

Shop Stewards will be made aware of any additional permanent opening caused by expansion or increased production. The limitation of one refusal each six (6) months as defined in Section 7(a) shall not apply under these circumstances.

(c) When a vacancy is to be filled, an Area Transfer Request shall be valid if it was filed five (5) working days prior to accepting the transfer.

(d) When an employee is temporarily assigned to the Employer's office for thirty (30) calendar days or longer or an employee is on medical leave that is anticipated to last ninety (90) days or longer and is replaced in his "regular assigned work area" the senior employee with an Area Transfer Request on file may exercise his right to replace such employee with the understanding that he is also temporarily assigned and upon return of the employee regularly assigned to the area, he will be returned to his previous "regular assigned work area."

(e) The Employer will give preferential consideration by seniority to employees' wishes as to regular job assignments within their "regular assigned work areas." Senior employees may request training for new job processes or equipment in their regular assigned work area where the new equipment or job processes are located. The Company shall give due consideration to the employees' request for such training. It will be management's determination what constitutes new equipment/operation requiring such training.

(f) In the case of recall from layoff, the Company will endeavor to adjust manpower and recall employees to their former "regular assigned work area" by seniority. If, after initial placements are made, any employee not returned to his "regular assigned work area" may file an Area Change Request for such return. Vacancies (including subsequent recalls) will be filled by seniority.

(g) When the need arises to transfer employees in or out of a “regular assigned work area” on a temporary basis, such transfer will be required of the least senior employee or, when not feasible, the least senior employee qualified to perform the work. Improvements in cross training and flexibility under this agreement, in time, will allow movement of the least senior employee when needed.

Upon transfer, the employee will be informed that the job is temporary and will be provided with the approximate length of time required or until a particular project is completed.

Employees transferred in this manner do not have any priority over junior employees permanently assigned to the area temporarily worked, regardless of the length of time of the transfer. Temporary employees shall be returned to their “regular assigned work area” prior to an Area Transfer Request being honored for a permanent vacancy.

All jobs needing to be filled on a temporary basis for more than ninety (90) calendar days will be considered permanent openings to be filled in accordance with Article 4, Section 7 (a), paragraph 2, unless they meet the requirements of Article 4, Section 7 (d), or the temporary vacancy is due to an employee on approved leave.

(h) Displaced workers shall be returned to the area displaced from by seniority.

Displaced employees assigned to an area will be considered permanent assignments but still retain displaced rights with the option to return to area displaced from.

(i) The Employer and Union agree that the following is the intended application of the provisions of Article 4, Section 7. The Employer when granting Area Transfer Requests to fill permanent area vacancies and not where Employer requirements are filled through temporary assignments will be guided by the following in the order set forth below:

1. Employees temporarily transferred out of their “regular assigned work area.” [Section 7(d) and 7(g)]
2. Employees on the active payroll who have pre-

viously been displaced (over 90 days) through a reduction in force.

3. Employees on the active payroll with Area Transfer Requests on file.
4. Employer assignment where there are no Area Transfer Requests on file. [Section 7(g)]
5. Employees being recalled. [Section 7(f)]
6. Employees newly hired.

Section 8. A seniority list shall be prepared by the Employer on January 7th and July 7th each year for all employees covered by this Agreement and posted on the bulletin board in each department. The Union and each Shop Steward shall receive a copy of this list. Rates of pay of employees will be made available to Shop Stewards upon request.

Should any objections arise to seniority listing, such objections shall be made within thirty (30) days after posting the roster, with the exception that any employee who is off work due to injury, illness or layoff at the time of posting the roster shall have a thirty (30) day period after returning to work to enter such objection.

Section 9. (a) Seniority status of employees shall be based upon continuous service with the Employer. For the purpose of determining employees' seniority status only, employees off the job by reason of medical leaves, personal or occupational, or layoff shall maintain seniority status and accumulate seniority for 48 months.

(b) Employees returning to work after being off the job because of illness or injury must meet physical requirements of the Company physician and be capable of performing work available.

(c) Alcoholism and drug abuse are recognized by the parties to be treatable conditions. Without detracting from the existing rights and obligations of the parties recognized in the other provisions of this Agreement, the Company and the Union agree to cooperate at the plant level in encouraging employees afflicted with alcoholism or drug abuse to undergo a

coordinated program directed to the objective of their rehabilitation.

In order to assist employees and to provide a safe working environment, the Company, in addition to the testing now being done for cause, may, effective July 1, 1988, include a drug screen as a part of the physical examination of employees recalled from layoff after absence from work in excess of 120 days. Such screen shall be done utilizing the most reliable procedures available and under the supervision of qualified medical personnel. Should an employee test positive as to any illegal drug and a retest confirms the positive results, he shall be offered rehabilitation. All programs will be carried out with due regard to employees' right to privacy. The Company will not require employees to submit to random or blanket drug screening.

With regard to the Company's Drug and Alcohol Policy which allows for one opportunity for treatment for a drug or alcohol dependency via a "last chance agreement", it is agreed between the parties that one additional treatment opportunity will be allowed under the following conditions:

1. The employee was a prior "last chance" participant who has satisfactorily completed the program and the agreement has been terminated;
2. The employee is not beyond Letter 1 for progressive discipline under the Attendance Control Program;
3. The employee is not otherwise subject to discipline under established standards of conduct, job performance, or other plant rule;
4. The employee signs and abides by a second "last chance agreement".

It is understood that an employee who fails to meet all of these conditions at the time a second treatment opportunity is requested or required will not qualify for the second opportunity and employment will be terminated for violation of Company policy.

(d) Employees transferred or promoted to posi-

tions within the Company outside of the bargaining unit shall maintain seniority for up to two (2) years, providing they are in good standing with the Union at the time of promotion or transfer or remain in good standing with the Union during the two (2) year period. Employees on full time Union service leave shall maintain seniority for up to four (4) years.

Section 10. (a) For Maintenance positions, a Joint Screening Committee (composed equally of members designated by Management and Union) will develop interview questions based on objective criteria regarding necessary skills such as welding, blueprint reading, use of measuring tools, computer skills, etc. The Joint Screening Committee will interview internal applicants based on required qualifications to determine the senior qualified applicant. Employees will be assigned to the Maintenance and Quality Assurance Departments in accordance with the following: Where the skill, efficiency and ability of the employees to perform in the department are equal, employees will be assigned by seniority. For the purpose of this Section, Subsections (b), (c) and (f) of Section 7 only apply.

(b) Employees permanently assigned to these departments who wish to downgrade for reasons (b) and (c) of Section 7 of this Article may be held in their current position until a qualified replacement is available. The Union and Company shall meet to determine the process of evaluation and training requirements of a replacement should one not be readily available.

Section 11. Formation of any new work area that is clearly not a part of the present “regular assigned work areas” as set forth in this Article will be staffed by selecting one-half or 50% of the employees through Area Transfer requests as outlined in Section 7 of this Article. Three (3) weeks prior to the assignment of employees to a newly formed work area, a description of job requirements and location of the work area will be posted on TMP & TMPII bulletin boards and Area Transfer request forms honored in accordance with Section 7 of this Article. An employee assigned to a new work area other than through the Area Transfer request procedure will be returned to his prior “regular assigned work area” upon request within ninety (90) calendar days.

Section 12. The employee’s personnel folder contains important information, some of which concerns rate of pay, job classi-

fication, workstation, disciplinary action, marital status, number of dependents, etc.

Because this information is of vital importance to the Employer as well as to the employee, it is necessary that it be kept current, accurate and complete. To this end, it is the intent of the Employer, upon request of the employee, to share this information with the individual concerned.

No information of a personal nature will be communicated to anyone other than the requesting employee.

Section 13. In order to increase flexibility in personnel movement and facilitate the Portland Truck Manufacturing Plant in adapting to varying staffing and production needs, a Star Utility Team will be created, consisting of employees who will be assigned plant-wide as needed in the following manner:

1. Covering absenteeism
2. Used as relief to enable cross-training within other work areas
3. Project trucks and dead trucks
4. Training within the Utility Team, i.e. Continuous Improvement, etc.
5. Other daily assignments as needed.

Changes in scope or responsibilities shall be made as necessary by mutual agreement.

ARTICLE 5. – WAGES AND HOURS

Section 1. Day and second shift employees will work eight (8) hours in a period of eight and one-half (8-1/2) consecutive hours.

Forty (40) hours shall constitute a week's work to be worked in five (5) consecutive days, Monday through Friday.

The normal day shift starting times shall be between 5:45 a.m. to 7:30 a.m. It is agreed between the Employer

and the Union that if the starting times need to be changed, a simple majority vote of the affected employees will be needed to change such starting times. Monday shall be considered as the starting time of the work week. The work week for third shift shall begin Sunday between 11:00 p.m. and 12:30 a.m.

All time worked before or after the employee's regular assigned workshift shall be paid for at the appropriate overtime rate, unless such work is authorized make-up time for previously approved unpaid time lost. If available, make-up time must be worked in the employee's regular assigned work area on the day of the absence or the following day within the same work week. Make-up work is granted at Company discretion but will not be unreasonably denied. Make-up time will be granted for up to two (2) hours only. Make-up time will normally be granted for time lost due to family emergencies, personal appointments, court appearances, and medical/dental appointments that cannot be scheduled during non-working time. Repeated requests (more than one in any 30 day period) will be closely scrutinized and will be denied if determined by the Company to be avoidable. Make-up time will be paid at the regular base rate plus any shift differential, if the employee's regular assigned shift requires such differential.

The Employer may establish Alternative Work Schedules based on business and Company needs. Any change must be negotiated and approved by the membership. The Union may also propose alternate schedules for feasibility discussions.

Except under emergency circumstances, each employee will be given a ten (10) minute rest break on Company time once during each half shift. Employees working overtime prior to or after the regular shift shall have a ten (10) minute break after two (2) hours of overtime or prior to two (2) hours of overtime.

Section 2. All time worked in excess of eight (8) hours in one (1) day except "make-up" time, or forty (40) hours in one (1) week and on Saturdays or Sundays shall be considered overtime.

The first two (2) hours worked in excess of eight (8) hours Mondays through Fridays shall be paid for at one and one-half (1-1/2) times the regular hourly rate, thereafter double the regular hourly rate of pay shall apply.

All hours worked on Sundays shall be paid for at double the regular hourly rate of pay.

All hours worked on nonscheduled work Saturdays shall be paid for at the rate of double the hourly rate.

All hours worked on scheduled work Saturdays shall be paid for as follows:

First eight (8) hours -- time and one-half the regular hourly rate.

Thereafter -- double the regular hourly rate of pay.

The Employer may schedule time and one-half Saturday work not more than once in any calendar month, as per Section 12. All time and one-half Saturday work shall be scheduled for all employees covered by this Agreement, plant wide, such time and one-half Saturday work to be scheduled not later than noon of the preceding Wednesday. This shall not be construed to mean that the Employer shall be precluded from assigning individual employees to overtime work on Saturdays, but shall mean that such individual overtime assignment for work on Saturdays shall be paid for at double the employee's regular hourly rate of pay.

Probationary employees will be offered overtime after all other employees in overtime area have been offered.

Transitional duty employees will be offered overtime if they can perform available work within their restrictions; Supervisor will inform employee and Shop Steward of reason if not offered.

Section 3. (a) For the purposes of this Contract "Field Work" shall be that work performed by members of the bargaining unit similar to work performed in the TMP offline area on finished trucks at locations outside Portland, Oregon. Field work assignment shall be by seniority and shall be assigned from the offline.

(b) Members doing Field Work shall be reimbursed according to all the conditions of this Agreement.

Section 4. (a) For the purposes of this Contract "In-Service Work" is work performed on vehicles which have been sold and

placed in service. This does not include new vehicles to which new parts are to be added.

(b) Employees performing “In-Service Work” will be paid at the rate of pay in effect for the Portland Service Shops contractual employees.

Section 5. Employees assigned to work the second and third workshifts will receive a premium of \$.60 per hour for second shift and \$.25 per hour for third shift.

Second shift employees will work eight (8) hours in a period of eight and one-half (8-1/2) consecutive hours (thirty (30) minute lunch period on employee’s own time).

Third shift employees will work seven (7) hours in a period of seven consecutive hours with a twenty (20) minute paid lunch period, but shall receive eight (8) hours’ pay.

Pay for time not worked, paid vacation, paid holidays and paid sick leave will be computed as follows: Day shift rate plus premium (\$.60 second shift, \$.25 third shift) times eight hours.

For the purpose of vacation eligibility (1200 hours) any full seven (7) hour shift will be counted as eight (8) hours. For work less than a full shift, actual hours worked will be counted, except pay provided by Article 24, Section 2, will be considered as a full shift.

For the purpose of eligibility for medical and dental plans, each full workshift on the third shift (7 hours) will be considered as eight (8) hours. For less than a full shift, actual hours worked will be counted, except pay provided by Article 24, Section 2, will be considered as a full shift.

Night shift premiums will be determined by the rate in effect on Monday of each work week. For example: An employee who starts the work week on second shift and is transferred to day shift on any following work day, including Saturday, will receive night shift premium, except Maintenance Employees who are provided for by Article 5, Section 9.

Section 6. Any employee reporting for work shall be given a minimum of six (6) hours’ continuous work or six (6) hours’

pay. Employees shall be deemed to have been ordered to work unless notified not to report at or before the close of the previous shift worked, provided, however, in the event of a plant or department shutdown due to an occasion of national or local significance which calls for a temporary shutdown, or due to an emergency beyond the Company's control, the Company shall not be liable for wages to any employee for time lost. "Emergency" shall be defined as a situation resulting from causes such as, but not limited to, fire, explosion, power failure, computer failure, or act of God.

In case of a weather emergency that necessitates the temporary shut down of the Plant the Company will make every reasonable effort to provide represented employees with timely and accurate information. The Company actions will include activation of a Hotline Number (1-800-874-7968) that will enable employees to obtain periodically updated information about the closure and instructions regarding the resumption of operations. Similar information regarding the temporary interruption of operation will also be provided to the major Portland area television and radio stations.

The following sets forth an understanding reached in negotiations with reference to power blackouts at the Portland TMP.

The Union and the Company recognize that power blackouts beyond the control of the Company are possible during the term of the Labor Agreement.

Under these circumstances, it is the intent of the parties to meet when necessary to negotiate conditions beyond those provided for in the current C.B.A.

Section 7. Any employee called back to work after leaving the Employer's premises shall be given not less than four (4) hours work or four (4) hours pay, based on overtime rates, time to start at time he is called, allowing a reasonable time to get to the Employers premises. The overtime rates shall be the same overtime rates as would have been in effect had the employee been continuously on the payroll since his regular shifts completion.

Section 8. Team Leaders shall receive not less than ten percent (10%) above the wage scale of their shift and department.

Team Leaders who have performed successfully on a permanent basis for twelve (12) continuous months or more will not be arbitrarily set back by the Company. A permanently assigned Team Leader who has completed ninety (90) or more days on the job and is set back by the Employer shall receive the top production wage rate. An employee who accepts assignment as a Team Leader and requests return to his former position will receive the wage rate appropriate to his automatic progression status.

The duties of a Team Leader include but are not limited to: Safety instruction, training of employees, guiding employees in work related activities, assignment of work, instructions regarding the use of tools, equipment and the work flow through the department. The above description does not preclude the Team Leader from assigning a qualified employee from doing any of the above. Team Leaders shall not administer disciplinary action. Team Leaders will notify the Shop Steward of all permanent job changes within the area.

Section 9. In the event a maintenance mechanics shift is changed during the week, he shall be paid at the rate of time and one-half (1-1/2) for all hours worked outside of his shift as established at the beginning of the week.

Section 10. Employees shall have the right to refuse overtime except as outlined in Section 12. However, employees accepting overtime assignment who are unable to either report at the scheduled overtime starting time or are unable to work the scheduled overtime, must report their tardiness or absence as per Article 14. The attendance control program provisions will apply to employees who fail to report to work for mandatory, accepted voluntary, and accepted scheduled overtime.

Employees failing to follow the procedure outlined above will be charged with an attendance infraction. The penalty set forth above may be waived by mutual agreement between the Employer and the Union.

Employees who report for overtime in their regular assigned work area have the right to leave without penalty if assigned to a different area.

Section 11. Overtime Assignment Within Regular Assigned Work Area

Overtime will be offered first to the employee who holds the bid for the job in which overtime is needed if they are present and signed up. If that employee is not present and signed up for overtime, the overtime shall be offered on a seniority basis among the qualified employees in the “regularly assigned work areas” (hereinafter set forth) who are signed up when such overtime becomes available. It is understood between the parties that within a “regular assigned work area” there are some employees that may not be qualified to perform all phases of the job; and due to the assignment of employees to various work areas and/or shifts it is difficult, and in some instances impossible, to distribute overtime on a seniority basis.

An employee or employees who believe that they did not receive an offer of overtime due by the procedure above shall review the matter with their immediate Supervisor and Shop Steward who will investigate and if true and reasonable the employee(s) shall receive payment for equal time and pay.

It is the Company’s intent to correct mistakes on the same day if they are brought to the attention of the Supervisor prior to the end of the shift.

Overtime records shall be posted within the regular assigned work area on Monday of each week.

The employer shall post an overtime opportunity sheet in each work area allowing all employees who wish to be available for overtime to sign up. For daily overtime, employees will be notified by posting prior to last break. For next day overtime employees will be notified by posting prior to end of shift. Employees who have signed up will be offered available overtime by the procedure set forth above. If an insufficient number of employees are on the sign-up sheet, the Supervisor or his designee shall go outside the department for volunteers on their overtime opportunity sheets.

Employees within a work area will be given opportunities to volunteer for cross-training in order to be available for overtime work.

When overtime assignments are made and accepted and the employee is absent for any reason during the regular assigned shift prior to the overtime assignment, the employee will be obligated to call and notify the company of their intent

to work the scheduled overtime by mid shift on that previously assigned shift. Failure to notify the company shall cause forfeiture of the overtime assignment.

Overtime assignments made and accepted on the previously assigned shift will be offered to employees working on that day in accordance with Article 5, Section 11. Employees working and those with pre-arranged absences shall have priority assignment over employees that are absent. The employer shall not be obligated to call employees at home to offer overtime.

Overtime Assignment Outside Regular Assigned Work Area

Misassignment of overtime of employees from one overtime “regular assigned work area” to another will require payment of equal time and pay to the person or persons denied overtime assignment.

Offline vehicles may be moved to other departments for overtime work.

Whenever insufficient numbers of employees are available to work daily (Monday through Friday) overtime from among the employees within a “regular assigned work area” and the Employer needs additional employees to work in that area, employees who are signed up will be selected on the following basis:

(a) Within the plant where the overtime is available, on the same shift from any other “regular assigned work area” beginning with the Utility Team.

(b) Within the plant where the overtime is available, on an alternate shift.

Whenever insufficient numbers of employees are available to work Saturday or Sunday or daily overtime when such overtime is on a scheduled basis from among the employees who are signed up within a “regular assigned work area” and the Employer needs additional employees to work in that area, employees who are signed up will be selected on the following basis:

(a) Within the plant where the overtime is available, on the alternate shifts from the same “regular assigned work areas.”

(b) Within the plant where the overtime is available, on the same shift from any other “regular assigned work areas” beginning with the Utility Team.

To facilitate staffing for regular production and overtime, employees may request to be trained in other work areas.

Section 12. If production needs warrant, the Employer may utilize up to twenty-six (26) hours of mandatory overtime per month.

If overtime is required, the Employer will first seek volunteers in accordance with the collective bargaining agreement. If the Employer does not find a sufficient number of volunteers, employees may be mandated in the inverse order of seniority until a sufficient number has been achieved.

If daily overtime is scheduled, then cancelled by the Employer, the hours scheduled will count towards the twenty-six (26) hours of overtime per month.

(a) Mandatory overtime of 26 hours a month allowed as follows:

1. Limited to two (2) hours a day Monday-Friday only (excluding holidays).
2. Eight (8) hours of the 26 limited to plant-wide mandatory scheduled Saturdays, paid at the overtime rate of time and one-half and limited to a maximum of one per month. Work shall be scheduled not later than noon of the preceding Wednesday.
3. Of the remaining eighteen (18) hours:
 - i) All eighteen (18) hours may be scheduled plant-wide Monday-Friday
 - ii) Up to ten (10) hours of the eighteen (18) hours may be scheduled Monday-Friday to mandate

work in a work area when plant-wide overtime is not needed.

- (1) Volunteers in the work area will be exhausted first.
 - (2) Qualified volunteers plant-wide will be exhausted second which includes canvassing the plant.
 - (3) Employees will be mandated by reverse order of seniority.
4. If mandatory overtime is scheduled and then cancelled by the Employer, the hours scheduled will count towards the hours per month.
 5. Employees will not be mandated to work Saturday if a vacation day, personal day or Union leave has been approved for them on the Friday preceding or Monday following the mandated work.

No single day vacations are allowed on Saturdays unless approved by management.

If daily overtime is required, employees will be notified by the end of their prior shift.

The provisions of this Article that restrict the right of the Company to mandate any overtime work may be suspended, by mutual agreement (of the designated representative of the union), if operations are interrupted by emergency situations such as acts of God; because of major equipment breakdowns, government mandated work, regulatory training, and annual inventory.

Employees may not refuse mandated work without a justifiable reason.

Section 13. The hourly rates for all classifications shall be as follows:

<i>Classification</i>	<i>11/20/ 2016</i>	<i>10/29/ 2017</i>	<i>10/28/ 2018</i>	<i>10/27/ 2019</i>	<i>10/25/ 2020</i>
<i>Tool & Die Maker</i>	\$31.90	\$32.40	\$32.90	\$33.55	\$34.25
<i>Master Maintenance</i>	\$31.90	\$32.40	\$32.90	\$33.55	\$34.25
<i>Plant Electrician</i>	\$31.90	\$32.40	\$32.90	\$33.55	\$34.25
<i>Maintenance Mechanic</i>	\$27.90	\$28.40	\$28.90	\$29.55	\$30.25
<i>QA Inspector</i>	\$25.90	\$26.40	\$26.90	\$27.55	\$28.25
<i>Vehicle Inspector</i>	\$25.70	\$26.20	\$26.70	\$27.35	\$28.05
<i>Information Tech</i>	\$26.90	\$27.40	\$27.90	\$28.55	\$29.25
<i>Journeyman Welder</i>	\$26.90	\$27.40	\$27.90	\$28.55	\$29.25
<i>Top Production</i>	\$25.70	\$26.20	\$26.70	\$27.35	\$28.05

Progression rates shall be as follows:

<i>Hire</i>	<i>\$15.00</i>
<i>12 months</i>	<i>\$16.00</i>
<i>24 months</i>	<i>\$17.00</i>
<i>36 months</i>	<i>\$19.00</i>
<i>48 months</i>	<i>\$21.00</i>
<i>60 months</i>	<i>Top Production</i>

A Production Department employee assigned to work in the Maintenance Department for two (2) or more hours during his work shift will be paid the Maintenance Mechanic rate for the entire work shift.

Progression - Recalled Employees and New Hires:

All employees on the current recall list who are recalled from layoff after ratification will return at the step last held.

Automatic progression wage adjustments will be computed on the first (1st) day of the pay period following the

calendar week in which the employee completed the six (6) month period.

Employees will be credited for all service time on the active payroll of the Employer with respect to the automatic progression schedules herein, including temporary layoffs or leaves of absence of thirty (30) calendar days or less. Employees will not be credited for any service time, when temporary layoffs or leaves of absence exceed thirty (30) calendar days.

At the option of the Employer, new employees with prior experience may be hired at any level of the progression schedules and will thereafter be advanced in accordance with the progression schedule to the maximum production department rate. Rehires with prior Daimler experience will receive full credit for all prior months of service with respect to the automatic progression schedule.

Special Premiums:

The classifications of Production Technician, Continuous Improvement Facilitator, and TOS Implementation Team Member will receive a 5% premium above the top rate of their classification consistent with the letter on Truck Operating System/ Total Productive Maintenance agreed to by the parties. Employees currently holding temporary assignment in these classifications as acknowledged by the Union and the Company and currently receiving a 10% premium will be grandfathered until such time that the assignment ends.

Job Descriptions:

Tool and Die Maker: Constructs and repairs tools, gauges, jigs, fixtures and dies; plans and lays out work from drawings, blueprints, models or other oral or written specifications; uses a variety of tool and die makers' hand tools, precision measuring instruments; understands the working properties of common metals and alloys, setting up and operating most classes of tool room machines and related equipment; makes necessary shop computations relating to dimensions of work, tooling of machines, feeds and speeds; fits and assembles components of tools, jigs, dies and fixtures to very close dimensional limits; tests tools under actual operating conditions.

Master Maintenance: A certified Master Maintenance mechanic who routinely performs maintenance work for the Company within the scope allowed by the Master Maintenance certification.

Maintenance Mechanic: Experienced industrial maintenance mechanic with demonstrated proficiency or willingness to learn a reasonable portion of the scope of the operation and maintenance of the plant facilities and production systems, which include: Pumps/valves/motors; HVAC; Wastewater treatment & bulk chemical delivery system; Lighting & general building electrical; Robots; Dollies; Rolling stock; Truck assembly equipment and tools; General Maintenance (to include compressed air, conveyors, cranes/hoists and safety systems). Current employees or employees entering the maintenance department will be provided appropriate training to use this knowledge to repair and maintain plant equipment as needed. Employees classified as a Maintenance Mechanic who have a LME certification will receive a \$3.00 per hour wage premium in addition to the regular rate.

Vehicle Inspector – TMP: Shall have good overall vehicle knowledge with at least thirty-six (36) months of service at the TMP and have worked a minimum of twelve (12) months in at least two of the following areas: Chassis, Pre-Paint Cab, Finish Cab or Offline; must be able to read, understand and interpret Truck Specifications, Blueprints, Schematics and Parts Books; must have a good understanding of the CRT System as related to truck specifications and truck records. Vehicle Inspector must possess a valid state driver's license.

Journeyman Welder Qualifications: Must be able to read Daimler prints and understand welding symbols; must be able to effectively weld and operate all T.I.G. & M.I.G. type applications and be capable of welding to meet engineering specifications on drawings and pass quality assurance approval on a consistent basis; must be able to perform efficiently general work associated with burning applications. A majority of the employee's workday must be involved in welding work. Qualifications will be established initially by Welding Department supervision.

Quality Assurance Inspector – TMP/TMPII: Has ability to read, interpret and understand all Daimler blueprints and specifications. Must be adept with selection and use of metrology equipment. Is familiar with all production areas in plant assigned,

and is knowledgeable of requirements imposed by general engineering standards. Department employees must be able to apply and interpret specified sampling plans and statistical process control and be certified by ASQC as Certified Mechanical Inspectors.

Section 14. No employee shall receive any reduction in benefits or wages as a result of the signing of this Agreement.

Section 15. No employee will be penalized because of unreleased garnishments if they do not exceed garnishments on two indebtednesses within one year. This is true no matter how many times the employee is garnisheed for each of those two indebtednesses.

Upon ratification and on a prospective basis, the Company may recover some administrative cost for processing wage attachments subject to the following:

\$5.00 monthly administrative fee for each bona fide child support court order;

\$1.00 processing fee for each week of each wage garnishment

Section 16. (a) When the number of employees available is in excess of the Employer's needs to conduct inventory, employees may lay off for the day in order of seniority. Senior employees who desire the one (1) day layoff shall notify the Employer at least ten (10) working days in advance. It is understood that in some instances all employees will be needed and will be expected to be at work on the day of inventory.

(b) When inventory is conducted on a day other than a regular workday the employees will be offered the opportunity to work by seniority within the regular assigned area where the inventory is conducted. It is understood that when inventory has been completed within a regular assigned work area, employees may be assigned to work in other areas.

Section 17. Employees required by the Company to report for job-related physical examinations shall be compensated for actual time utilized at straight time rate up to a maximum of 2 hours.

ARTICLE 6. – PAY PERIOD

Employees shall be paid weekly on the same day of each week.

At the Employer's discretion, paychecks and/or pay stubs may be mailed via regular U.S. mail to employee's home address of record, provided that social security numbers are not displayed on the check or stub.

Sixty (60) days notice will be provided prior to transitioning to a mail distribution process.

Effective January 1, 2018, all employee's compensation will be paid by direct deposit to the bank, financial institution, or pre-paid cash card designated by the employee. Pay statements will be made available electronically and may also be viewed and/or printed on site.

ARTICLE 7. – HOLIDAYS

Section 1. Recognized holidays are:

Good Friday
Memorial Day
Independence Day
Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving

In 2016 - 2017 Contract Year, the Employer agrees to recognize December 23, 26, 27, 28, 29, 30; and January 2, 2017.

In 2017 - 2018 Contract Year, the Employer agrees to recognize December 25, 26, 27, 28, 29; and January 1, 2018.

In 2018 - 2019 Contract Year, the Employer agrees to recognize December 24, 25, 26, 27, 28, 31; and January 1, 2019.

In 2019 - 2020 Contract Year, the Employer agrees to recognize December 23, 24, 25, 26, 27, 30, 31; and January 1, 2020.

In 2020 - 2021 Contract Year, the Employer agrees to recognize December 24, 25, 28, 29, 30, 31; and January 1, 2021.

Section 2. Each employee with forty-five (45) or more days of employment covered by this Contract shall receive eight (8) times the regular day shift hourly rate on the above designated holidays upon which no work is performed, irrespective of the day upon which it may fall. The regular shift differential as provided for in this Contract shall be included in the amount of holiday pay to be received by employees regularly scheduled on a second or third shift at the time the holiday occurs.

Section 3. To be eligible for holiday pay, the employee must work the last scheduled workday prior to and the next scheduled workday after the holiday, but an employee's failure to work on such prior or next-following scheduled workday shall be excused for this purpose if due to one of the following reasons:

- (a) A personal injury arising out of and in the course of employment with the Employer. Proof of disability is required.
- (b) Jury service.
- (c) Witness in court.
- (d) Approved vacation.
- (e) Bona fide illness (provided the employee works during the thirty (30) day period prior to the holiday). Proof of disability is required unless exempted by law.
- (f) A temporary layoff because of lack of work, providing such layoff is not in excess of thirty (30) days.
- (g) An indefinite layoff because of lack of work, within five (5) working days of a paid holiday.
- (h) On approved leave of absence in accordance with Article 9.
- (i) Involuntary call up of the employee's reserve unit for military active duty in the event of

local or national emergency for the first 180 days.

- (j) Paid funeral leave.
- (k) Special hardship circumstances approved by the Employer.
- (l) Employees who retire within fifteen (15) days of the Christmas Shutdown will be eligible for holiday pay.

Section 4. (a) Any employee who is eligible for holiday pay and who is required to work on one of the designated holidays shall receive additional double time pay.

(b) Employees who work at least five holidays during the Christmas shutdown, or the entire shutdown days offered, whichever is less, shall have two options.

1. Receive double time pay for all hours worked on the designated holiday, and holiday pay as described in Section 2.
2. Receive double time pay for all hours worked on designated holiday, and defer holiday pay as described in Section 2, with equivalent days off (in consecutive days) to a date selected by the employee, within one (1) year of the holiday.

If option “2” is selected by the employee it shall be put in writing twenty-four (24) hours prior to the last day worked before the holiday, or upon request to work the holiday, whichever is closest to the holiday.

Section 5. Any employee on leave of absence because of an occupational injury shall be entitled to holiday pay, to a maximum of three (3) days, for those holidays specified herein which fall within the first thirty (30) days of authorized leave.

ARTICLE 8. - VACATIONS

Section 1. Employees will be granted vacations of one (1) week after one (1) year of employment, two (2) weeks after two

(2) years of employment, three (3) weeks after five (5) years of employment, four (4) weeks after fifteen (15) years of employment, five (5) weeks after twenty (20) years of employment, and six (6) weeks after twenty-five (25) years of employment.

Section 2. Each week of vacation pay will be based upon either one fifty-second (1/52) of an employee's gross earnings for the prior calendar year as shown on the employee's W-2 statement and computed at the time his vacation is taken OR where an employee has worked 1200 hours or more between his vacation anniversary dates, he shall receive forty (40) times his day shift rate of pay in effect at the time his vacation is taken, including night shift differential if the employee is regularly assigned to the second or third shift, whichever is greater. (See Section 9 regarding pay for single day vacations.)

Section 3. An employee who has worked less than 1200 hours between vacation anniversary dates shall, for each week of vacation he is entitled to by reason of overall service, receive a pro rata vacation with pay in an amount equal to two percent (2%) of the employee's straight-time earnings, including night differential, if any, during the year immediately preceding the vacation anniversary date upon which he becomes entitled to such vacation.

Section 4. If an employee is assigned a vacation week in which a paid holiday occurs, he shall receive eight (8) hours' holiday pay or have the option of an additional single day of vacation to be used within the single vacation day scheduling rules.

Section 5. Vacations should be taken within the year following the anniversary date of employment, however, vacation may carry over to the following year. Beginning on January 1, 2020, vacation carryover will be limited to a maximum of 480 hours (60 days) and employees will be paid the excess above the maximum immediately following the employee's anniversary date each year, in a separate payment from wages.

One (1) week of vacation may be taken in increments of one (1) full day at a time. In addition, employees whose service time entitles them to at least four (4) weeks of vacation per year may elect to take two (2) weeks in increments of one (1) day at a time. Employees who are entitled to five (5) or more weeks of vacation may take up to three (3) such

weeks in single day increments, subject to all current contract requirements and practices (maximum group percentages, mutual agreement, etc.) All remaining vacation shall be taken in increments of one (1) week or more.

All vacations will be assigned according to seniority. The Employer will allow a maximum of twelve percent (12%) of the employees (a minimum of two (2) employees in areas of eight (8) or more employees in each regular assigned work area on each shift) to take their vacation in any one (1) week.

Vacation schedules shall be posted on a bulletin board on the shop floor within each regular assigned work area. Each employee shall receive a copy of his/her vacation request(s), possessing the signature of his or her immediate Supervisor or Manager. The Chief Steward shall post vacation-scheduling reminders prior to the Christmas shutdown period in all regular assigned work areas.

The following conditions apply:

- (a) For vacations between February 1 and January 31, employee vacation requests shall be accepted and assigned by seniority during the month of January. During this advanced scheduling period, employees may schedule only those weeks of vacation their annual service time fully entitles them to at the time vacation will be taken. [Carryover weeks from previous years or sick leave used as additional week(s) of vacation may be applied for after February 1.] Each week of vacation shall fall within one calendar week. Once assigned, vacation dates are frozen. Completed vacation lists shall be posted the first working day in February.

Due to the constraints of the vacation scheduling timeframe, employees shall be prepared to make their vacation selections by seniority during the following weekly periods:

First Full Week: Top 25% Senior
Employees

Second Week:	Second 25% Senior Employees
Third Week:	Third 25% Senior Employees
Fourth Week:	Final 25% Senior Employees

Any employee who fails to select his vacation dates when asked may be bypassed. If bypassed, such employee shall be eligible for those vacation dates that remain available at the time he makes his selection. Any employee who knows they will be absent during the selection process may leave a list of their preferences. Employees may choose waiting weeks in lieu of locked week.

- (b) Of those weeks that remain available on the first working day of February, selected vacation week(s), shall be assigned by seniority and shall be frozen for thirty (30) working days prior to the date of vacation. All vacation requests must be submitted by the end of the employee's regular shift.
- (c) Vacations requested within thirty (30) working days of the selected vacation dates shall be assigned on a first request basis or to the senior employee if two or more employees request the same week on the workday.
- (d) Vacation requests must be made at least one (1) work day in advance of the day requested, except in the case of proven emergency. Emergency requests shall be made to the HR Dept.
- (e) Employees are encouraged to file vacation cancellations as early as possible. Single day vacations must be taken if not cancelled by the end of the previous work day; full week vacations must be cancelled thirty (30) calendar days in advance or must be taken, except in the case of emergency with approval of the HR Dept. Cancelled vacations shall first be

offered to employees on the waiting list and then, shall be posted for one full shift immediately following the date of cancellation and will be awarded to the senior bidder at the end of the shift on the date of posting. A bright colored "Vacation Cancellation Notice" shall be used to announce all vacation cancellations.

- (f) Effective July 1, 2011, vacation time cannot be borrowed ahead of the anniversary date award of vacation.

The Employer shall strike from the appropriate vacation schedules any/all remaining scheduled vacation time of those retiring employees who will not be returning to active work, providing retiring employee gives the Company thirty (30) calendar days notice prior to start of vacation.

The Employer will not include the vacation time of those employees on personal leave, medical leave, family leave, bereavement leave, or child care leave in the twelve percent (12%) maximum allowable from any area including where employees elect to use accrued vacation time to cover all or any part of such leaves.

Section 6. An employee who has been in the employ of the Employer for sixty (60) days and who is separated from the employ of the Employer prior to the completion of an anniversary year shall be entitled to pro rata vacation pay as follows:

2% of the employee's straight-time earnings since his last vacation anniversary date per week to which he is entitled had he completed the anniversary year.

Section 7. Employees shall, upon ten (10) working days' notice, be paid vacation pay on the last day worked before going on vacation, except during temporary layoffs.

Section 8. In the event of an indefinite layoff, employees will be paid for all accrued vacation. Upon recall from layoff employees will be allowed to schedule up to two (2) weeks vacation without pay as indicated below:

NORMAL ENTITLEMENT

WITHOUT PAY

1 WEEK	NONE
2 - 3 WEEKS	1 WEEK
4 OR MORE WEEKS	2 WEEKS

Scheduling unpaid vacation will be in accordance with other relevant provision of this Article.

In addition, upon written request of an employee who is indefinitely laid off, the Employer will defer payment of any or all accrued vacation for up to forty-eight (48) months following lay off. If the laid off employee subsequently requests deferred vacation pay the Employer shall provide the payment in full at the next regular scheduled payday.

Section 9. Single days of vacation shall be frozen for up to three (3) working days prior to the selected vacation date (from the first day of two or more consecutive days). It is understood that single days of vacation that are frozen may take precedence over full week vacations by seniority. Single days of vacation will be paid at the rate of eight (8) times the employee's straight-time hourly rate plus shift premium if applicable, or the one fifty-second (1/52) hourly rate described in Section 2 of this Article, whichever is greater. Single days of vacation will be granted, provided they do not exceed the twelve percent (12%) overall maximum.

Section 10. Scheduled vacation time of those employees voluntarily transferring to another "Regular Assigned Work Area" shall not be merged by seniority with the vacation time of those employees within that area.

Scheduled vacation time of those employees involuntarily displaced into another "Regular Assigned Work Area" shall be merged by seniority with the vacation time of those employees within that area, subject to the twelve percent (12%) maximum.

Section 11. All claims of vacation overpayment made by the Employer must be presented to the employee within thirty (30) days of the date the alleged overpayment was received.

Section 12. Employees will not be required to use vacation for their own serious health conditions that qualify for FMLA or

OFLA. Employees on FMLA or OFLA leave who do not qualify for Short Term Disability, Long Term Disability, Workers Compensation or other paid leave will be required to use up to 80 hours of accumulated sick leave annually. Employees cannot utilize vacation days for medical leaves, exclusive of qualified FMLA or OFLA leave.

ARTICLE 9. – PERSONAL LEAVE OF ABSENCE

Section 1. When the requirements of the Employer’s service will permit, any employee hereunder, upon written application to the Employer may, if the Employer approves, be granted a leave of absence (in writing) for a period not in excess of thirty (30) days. Under such leaves the employee shall retain and continue to accrue seniority, and the Union shall be notified of all such leaves granted in writing.

No leaves will be granted for incarceration. Employees who are absent for three (3) or more days due to incarceration will be terminated. An employee who was terminated for incarceration and later found “not guilty” by a court of law or all charges are dismissed may be reinstated with his original seniority date. Request for reinstatement must be made within three (3) days of the court’s decision. A decision to deny reinstatement will not be based on the employee’s past employment record. Such reinstated employee will receive past service credit only for vacation and automatic progression purposes. Should the Union’s request to reinstate an employee under this provision be denied, the Union shall have five (5) days to file a grievance from the date of denial.

Section 2. Such leaves may be extended for additional periods of thirty (30) days when approved by both the Employer and the Union (in writing) and seniority will accrue during such extension.

Section 3. Employees hereunder, returning from an authorized leave of absence or extension thereof, will be returned to the job held when the leave was granted. If the job no longer exists, the employee may exercise his seniority commensurate with his ability and seniority standing.

Section 4. Any employee hereunder on leave of absence, engaging in gainful employment without prior written permission

from both the Employer and the Union shall forfeit his seniority rights and his name will be stricken from the seniority roster.

ARTICLE 10. – MILITARY DUTY

Any employee entering the Armed Forces for military training or services, in accordance with the provisions of the Uniform Services Employment and Re-employment Act, short-term active duty call-ups and other applicable laws, will be restored to service in accordance with such laws, and his seniority will be fully protected. In case of temporary or partial disability which makes it impossible to return to work within the ninety (90) days after discharge, special arrangements will be made by the Employer and the Union for a proper extension of time.

Employees who are members of a military reserve unit shall be granted leaves of absence to attend annual training or required training if such leaves of absence are requested by the employees.

A non-probationary employee who is called to and performs short-term annual training in the United States Armed Forces Reserve or National Guard shall be paid the difference between his daily military earnings (including all allowances except rations, subsistence and travel) and his regular base hourly rate for straight-time hours he otherwise would have worked up to fifteen (15) maximum work days per calendar year. In order to receive such payment, an employee must give prior notice and furnish a statement of military pay upon his return to work.

ARTICLE 11. – PAID SICK LEAVE

Section 1. The Union and Employer agree that unplanned absenteeism is detrimental to the efficiency of the Employer's operations and that, the purpose of paid sick leave is to compensate employees for absences due to bona fide illness or injury only.

Normally, the Employer will not require an employee to present proof of illness or injury to qualify for paid sick leave unless employee has pattern, or other circumstance deemed necessary to require proof of bona fide illness. To qual-

ify for any payment, employees must report their absence to the Employer prior to or immediately following (within 30 minutes) the beginning of their regular work shift.

Section 2. Paid sick leave in the amount of seven (7) days based on a year of service for regular full-time employees shall be granted by the Employer. Paid sick leave will be credited to active, non-probationary employees on an annual basis on January 1 of each year. Employees shall be eligible to use paid sick leave benefits as earned.

Section 3. Employees off the active payroll due to layoff, personal leave of absence or non-occupational medical leave who become active or complete their probationary period after January 1 will be granted their paid sick leave as follows:

- January 2 – June 30 7 days/56 hours
- July 1 – July 31 6 days/48 hours
- August 1 – August 31 5 days/40 hours
- September 1 – September 30 4 days/32 hours
- October 1 – October 31 3 days/24 hours
- November 1- November 30 2 days/16 hours
- December 1 – December 31 1 day/8 hours

Section 4. Employees are eligible to claim accumulated paid sick leave in increments of one (1) hour for bona fide illness or injury commencing with the first day of absence, in addition, employees may use accumulated paid sick leave in increments of one (1) hour for a bona fide doctor or dental appointment. To be eligible to use sick leave for doctor or dental appointments, employees must make prior notification at least one (1) day in advance to their supervisor and the employee may be required to verify his appointment. Employees absent due to occupational injury are eligible to draw paid sick leave benefits for any day or days they are not eligible for Workers' Compensation due to the three (3) day waiting period.

Employees reporting to work who are too ill to continue to work, as determined by the nurse or designee, are eligible to claim paid sick leave for the balance of the shift.

Section 5. One day of paid sick leave shall be defined as eight (8) hours at the employee's regular straight-time rate of pay in effect at the time used, including night shift differential, if the employee is regularly assigned to second or third shift, except

as provided in Section 6 of this Article. Paid sick leave shall apply to regular scheduled workdays, Monday through Friday, and only to full days' absences, except as otherwise provided in this Agreement.

Section 6. (a) Paid sick leave may be accumulated up to a maximum of fifty (50) days. An employee with fifteen (15) days or more of accumulated paid sick leave may, at his option, request to receive payment for five (5) days of paid sick leave at the time of his next regular scheduled vacation, or take the five (5) days of accumulated paid sick leave as an additional week of vacation. Such accumulated paid sick leave used as vacation pay will be paid at the shift rate in effect for the employee at the time the vacation is taken. Employees who retire on early, normal or disability retirement will receive pay for any unused sick leave at the time of such retirement.

Any employee with accrued sick leave of seven days may cash out the excess above seven days.

(b) Employees who terminate for any reason shall receive payment for all accrued unused paid sick leave. In the event of indefinite layoff, employees shall have the option of being paid for all accrued sick leave at the time of layoff or upon termination because of loss of seniority.

Section 7. Upon return to work, an employee intending to claim paid sick leave must fill out and sign a "Paid Sick Leave Request" form. This form must be prepared within three (3) working days after return to work and given to the employee's immediate Supervisor. Payment will be made on valid requests within two (2) payroll periods from the time the request form was submitted by the employee. Arrangements will be made by the Employer to provide payment of paid sick leave benefits to employees on prolonged medical absence prior to return to work.

Section 8. An employee shall be entitled to use from one to five days of sick leave for family emergencies to include hospitalization, accident, elder or child disability care.

Section 9. Up to five (5) days accrued sick leave may be used as funeral leave for the death of a niece, nephew, uncle, aunt or in conjunction with paid funeral leave for any enumerated family member in Article 12, Section 1.

Section 10. All claims of paid sick leave overpayment made by the Employer must be presented to the employee within thirty (30) days of the date the alleged overpayment was received.

Section 11. FMLA and OFLA - Employees will not be required to use vacation for their own serious health conditions that qualify for FMLA or OFLA absences. Employees on FMLA or OFLA leave who do not qualify for Short Term Disability, Long Term Disability, Workers Compensation or other paid leave will be required to use up to 80 hours of accumulated sick leave annually.

ARTICLE 12. – BEREAVEMENT LEAVE

Section 1. An employee shall be entitled to five (5) days' paid leave in the event of a death of an employee's spouse, parent, child, stepchild, brother or sister.

An employee shall be entitled to three (3) days' paid leave in the event of the death of an employee's stepmother, stepfather, father-in-law, mother-in-law, grandparents, grandchild, brother/sister of spouse, son/daughter-in-law.

An employee shall be entitled to one (1) day paid leave in the event of the death of any other member of the immediate family. Immediate family is defined as a great-grandparent, great-grandchild, stepbrother/sister, stepparents of spouse, and spouse's grandparent.

Section 2. Paid bereavement leave only may require verification to receive pay.

Section 3. An employee shall have the option of using up to five (5) days of paid sick leave in conjunction with paid bereavement leave.

An employee shall be entitled to use up to five (5) days of accumulated sick leave in the event of the death of a niece, nephew, aunt, or uncle and/or to attend the funeral of persons other than those listed above with whom they have a close relationship. Employees shall notify the Employer in advance of the days they intend to use.

Section 4. Bereavement leave may be paid or taken at employee's option in addition to vacation pay when the funeral occurs during employee's scheduled vacation.

Bereavement leave may be paid or taken in addition to holiday pay when death occurs during a scheduled holiday.

ARTICLE 13. – JURY DUTY AND COURT APPEARANCE

Section 1. When an employee covered by this Agreement is called upon for jury service in any municipal, county, state or federal court, he shall advise the Employer immediately upon receipt of such notification. If the employee is thereafter taken from his work for such service he shall be reimbursed to the extent provided herein for loss of wages resulting from performance of such service.

Section 2. The amount of jury pay shall be computed by calculating the amount of pay the employee would have received (up to a maximum of forty (40) hours straight-time in any week, or eight (8) hours straight-time in any day) had he not been called for jury duty. To receive jury duty pay, the employee shall make a written request together with supporting evidence of his jury service.

Section 3. To be entitled to such reimbursement the employee who reports for jury duty and who is excused within the normal hours of his regularly scheduled shift must report immediately to his Employer to determine if work is available to him.

Section 4. Any employee who is placed upon a jury panel shall be transferred to the day shift for the period of time for which he may be subject to call for jury duty.

Section 5. Any employee required to appear as a witness subpoenaed by the Company or any other party to a legal proceeding to which the employee is not a party will receive paid time from work or straight-time pay as required to satisfy the subpoena.

ARTICLE 14. - ABSENCE REPORTING

Section 1. Daily Absence Employee Reporting Requirements.

Each day of absence must be reported using the IVR call-in system. (Wallet sized cards are available in Payroll).

TMP Employees: 800-206-9771

The system will not accept or record your absence if you do not call before or within 30 minutes after shift start. Your failure to call within this time will be considered an unreported absence.

Section 2. Initial Medical Leave of Absence Employee Reporting Requirements.

If an absence due to personal illness or injury extends to 3 days, you must personally contact the nurse at the plant in which you work.

TMP Employees: 503-745-7138

This personal contact must be made prior to the end of your shift on or before the third workday to request a medical leave of absence and to provide proof of disability.

Only employees who are hospitalized, bedridden, or immobilized will be allowed to provide proof of disability at the first opportunity beyond the third day. Medical documentation must specify the cause of inability to provide documentation by the end of the third day.

Medical documentation may be faxed to:

TMP Employees: 503-745-6243

Discipline. In all instances, it is the employee's responsibility to personally make the required call and to ensure that medical documentation is provided as required.

Failure to follow each of these reporting requirements the first time will result in a Warning Letter. A second

failure to report as required will result in a second Warning Letter. A third failure to report as required may result in discharge.

Section 3. Continuing Medical Leave of Absence Employee Reporting Requirements.

To maintain your medical leave status you must personally contact the nurse at least once each work week and provide proof of continuing disability by the end of your shift upon expiration of your current proof of disability. Weekly contact may be waived in writing.

As an example, your disability slip states, “off work (or disabled) from 1/10 through 1/15”. You are expected to return to work on 1/16 or provide proof of continuing disability by the end of your shift on 1/16.

TMP Employees: 503-745-7138
Fax: 503-745-6243

Failure to return to work or provide proof of continuing disability as required will remove you from medical leave status and require you to follow the Daily Absence reporting requirements.

Discipline. Failure to follow each of these reporting requirements the first time will result in a Warning Letter. A second failure to report as required will result in a second Warning Letter. A third failure to report as required may result in discharge.

Section 4. Family Leave Employee Reporting Requirements.

**OREGON FAMILY LEAVE ACT (OFLA)
AND FAMILY MEDICAL LEAVE ACT (FMLA)**

An employee requiring family leave must inform the 3rd party administrator with a 30-day notice for foreseeable FMLA requests. Employees will not be required to use vacation for their own serious health conditions that qualify for FMLA or OFLA absences. Employees on FMLA or OFLA leave who do not qualify for Short Term Disability, Long Term Disability, Workers Compensation or other paid leave will be required to use up to 80 hours of accumulated sick leave annually. Any short term disability is automatically designated as FMLA time.

For OFLA sick child leave call TMP Human Resources at 503-745-7130.

Medical Verification.

- **For Sick Child Leave** medical verification is required after the third day leave is taken for this purpose (not sequential and may be a different child) in any calendar year.
- **For a Serious Health Condition** for you or any eligible close family member, medical verification of the condition requiring the leave is required within 15 days of the Company's written request. A form of "Certification of Health Care Provider" will be provided to you for the purpose of obtaining that verification, if you have not previously provided satisfactory medical verification.

A serious health condition is defined as:

- ✓ In patient care
 - ✓ Critical illness or injury diagnosed as terminal or which poses an
 - ✓ imminent danger of death
 - ✓ Conditions requiring constant or continuing care
 - ✓ Permanent or long-term incapacity due to a condition for which
 - ✓ treatment may not be effective (such as Alzheimer's disease,
 - ✓ severe stroke, or terminal stages of disease)
 - ✓ Absence for pregnancy related disability
 - ✓ Absence for prenatal care
 - ✓ Multiple treatments for conditions that if not treated would likely
 - ✓ result in incapacity of more than three days
- **For Parental Leave** due to a newborn, newly adopted or newly placed foster child. Parental leave must be taken in one continuous block of time. Documentation to support the leave must be provided within 5 days of the Company's request.

Eligibility. The eligibility requirements of OFLA and FMLA are different:

OFLA

Employees are eligible for OFLA if they have been employed for 180 days preceding the start of leave and, during the period of such employment they have averaged 25 hours of work per week.

FMLA

Employees are eligible for FMLA if they have been employed for 12 months preceding the leave and have worked a total of 1250 hours within that 12-month period.

Discipline. An employee who fails to provide the required notice and/or medical verification in the times required under this policy, will receive a written Warning Letter. An employee who fails to provide the required notes and/or medical verification in the time required by this policy a second time will receive a second Warning Letter. Any employee who violates this verification process after two written warnings may be discharged.

Section 5. Attendance Control Program. The Company and the Union mutually agree that the current Attendance Control Program is a reasonable work rule.

Employees' regular attendance on the job is a vital importance for the efficient operation of the Company's business. Disruption of established work schedules due to excessive absenteeism and tardiness places a heavy burden on fellow employees as well as on the planning necessary to achieve production goals. The Union pledges its support for the Company's effort to maintain acceptable standards of attendance and to provide for fair and consistent treatment of employees receiving corrective action for excessive absenteeism.

The parties agreed to continue discussions to modify the current program if and when necessary.

It is agreed that any bona fide use of sick leave days will not be counted in any review of an employee's attendance record over the prior twelve (12) months from the time

of the review. It is understood that such days that are not to be counted will have been days which have otherwise qualified by the terms of the Agreement and have been paid for by the Employer.

Attendance Control Program (Revised 10/29/16)

Introduction. This is a no fault attendance control program which considers any absence or tardy/short time on a scheduled workday as an infraction regardless of the reason, unless specifically excused by the program. Each day of absence will be counted as one infraction.

Definitions.

1. Infractions:

- a. Tardy – timecard punched within the first two hours of the work shift
- b. Short Time – timecard punched within the last two hours of the work shift
- c. Full Day Absence – absent four or more hours of the work shift

NOTE: Employees punching out prior to the last two hours of the work shift without Company approval will be charged with a full day absence and will be subject to disciplinary action up to and including discharge.

Employees who fail to report to work within the first two hours of the work shift will not be permitted to work that day without management approval.

2. Excused Absence:

- a. Paid sick leave
- b. Industrial accident
- c. Subpoenaed court witness
- d. Jury duty
- e. Authorized personal leave of absence
- f. Medical Leave. Such leaves will require verification and return to work clearance from a doctor.
- g. Approved family medical leaves (OFLA & FMLA)
- h. Bereavement Leave
- i. Military Leave

- j. Union Leave
- k. Discretionary Days

NOTE: Frequent absences (3 or more) or extended absences (3 months or more) for reasons e. and f. above could result in disciplinary measures.

3. Discretionary Days:

Effective January 1, 2017, each non-probationary employee who is active prior to July 1 of the year, will be allocated two (2) Discretionary days (which are unpaid) per calendar year. Discretionary days may be used on a Tuesday, Wednesday, or Thursday. Discretionary days will be automatically designated unless an Excused Absence as defined in Section 2 is used. Employees will receive payment for each unused Discretionary day at eight (8) hours times the employee's regular straight time rate in January of the following year.

4. Acceptable Attendance Level:

- a. Two tardy/short time absences within 90 calendar days.

Procedure.

1. First Written Warning: Any infraction in excess of the acceptable attendance level will warrant a written warning.
2. Second Written Warning: Further infractions in excess of the acceptable attendance level will warrant a second written warning.
3. Suspension: Further infractions in excess of the acceptable attendance level will warrant a three day suspension.
4. Discharge: Further infractions in excess of the acceptable attendance level will be cause for discharge.

Summary.

1. It is the intent of the program to advise the employee of unacceptable attendance through progressive discipline to allow the employee

an opportunity to correct attendance failings before the ultimate penalty of discharge is used.

2. An employee on the Attendance Control Program who achieves a six (6) month period of acceptable attendance will have all disciplinary steps removed. To have letters removed for acceptable attendance, employees must be on the active payroll. Periods when employees are on layoff or leave of absence will not be credited as acceptable attendance.
3. Upon ratification of the 2016 collective agreement, all employees' attendance infractions and disciplinary steps will be removed.

No employee will serve more than two (2) suspensions for unacceptable attendance under the attendance control program in a sixty (60) month period. An employee who incurs a third (3rd) suspension in a sixty (60) month period will be discharged.

ARTICLE 15. – HEALTH AND WELFARE

Section 1. The Employer agrees to provide for benefits covering Medical, Surgical, Hospital, Disability Income, Vision and Prescription Drugs as set forth below. Active employee and retiree medical program plan modifications, including increases in copayments, deductibles and out of pocket maximums will be effective January 1, 2017.

**EMPLOYEE AND RETIREE MEDICAL COVERAGE
AND PRESCRIPTION/ VISION/ DISABILITY/
HEARING COVERAGE**

Plan modifications for active employee medical program and
retiree medical program are effective January 1, 2017.

Provision	Kaiser	Blue Cross Blue Shield In-Network	Blue Cross Blue Shield Out-of-Network
Deductible	none	Single - \$400	Single - \$800
	none	Family - \$800	Family - 1600
Coinsurance	100% plan	90% / 10%	70% / 30%
Out of Pocket Max	Single - \$1500 Family - \$3000	Single - \$1000 Family - \$2000	Single - \$2000 Family - \$4000
Copayments:			
Office Visit	\$30	\$30	70% after deductible
ER Visit	\$100	\$100	70% after deductible
Routine Physical	100%	100%	Not covered
Immunizations	100%	100%	Not covered
Mammogram	100%	100%	70%
Hospital	100%	90%	70%
Doctor/Surgeon/ Anesthesia	100%	90%	70%
Urgent Care	\$30	90%	70%
Facility Services	\$30	90%	70%
X-Ray/Lab at Facility	100%	100%	70%
X-Ray/Lab at Hospital	100%	90%	70%
Delivery	100%	90%	70%
Prenatal Office Visits	100%	100%	70%
Nursing Facility	100%	90%	70%
Home Health Service	100%	100%	70%
Mental Health / Substance Abuse - Inpatient	100%	90%	70%
Mental Health / Substance Abuse - Outpatient	\$30	\$30	70%
Chiropractic Services	Not covered	\$30	70%

<u>Prescription Drugs</u>	Express Scripts	Express Scripts
	In-Network	Out-of-Network
	Generic \$10	Generic \$10
	Formulary \$25	Formulary \$25
	Non-Formulary \$40	Non-Formulary \$40
	Generic by Mail \$20	Not Available by Mail
	Brand by Mail \$40	Non-Formulary by Mail \$80

<u>Vision Coverage</u>	Kaiser	VSP
Employee/Retiree and Dependent		
Examination - Optometrist, Ophthalmologist	Cover in Full (with \$15 co-pay)	Cover in Full (with \$25 co-pay)
Lens		
Single-vision	(\$275 allowable	\$100.00 per year
Bifocal	for lenses,	\$125.00 per year
Trifocal	frames or	\$150.00 per year
Lenticular	contacts	\$175.00 per year
Frames	per	\$100 per 24 months
Contacts	year)	
Regular		\$235 per year
Medically Necessary		\$275 per year

Hearing Aid Effective January 1, 1998:
 non-investigational or non-experimental services prescribed by licensed physician or licensed audiologist. Claims paid at 80%.
 Limit \$800/any three (3) year period.

<u>Weekly Disability</u>	MetLife
Employee Only	Short-Term Disability
Begins, Accident	1st Day
Begins, Illness	4th Day
Weekly Benefits	\$300 - 1st Four Weeks
	\$350 - Next 22 Weeks

It is agreed the details of the medical, dental, vision, prescription drug, vision, life and disability plans provisions negotiated between the parties are contained within the appropriate Summary Plan Description. Claims for benefits must be brought under the Summary Plan Description (SPD) claims procedures and are subject only to the appeals procedure contained in the SPD. The SPD's are not incorporated into this agreement and the Company may change them from time to time to be consistent with any change that may be required to make as a result of regulatory, carrier usual and customary guidelines or accepted medical practice during the term of this agreement.

The Company reserves the right to audit dependent eligibility for all current and future employees. A dependent audit includes coverage for persons covered as a spouse, dependent children or children placed for adoption. Employees will be required to provide any documentation requested including but not limited to marriage license and birth certificates or other documents to substantiate dependency as defined by the benefit plan. Employees who are found to have dependents who are not eligible will be required to reimburse the company the cost of the claims incurred and will be subject to disciplinary action up to and including termination of employment.

Employee monthly contributions will be deducted from employee pay on a pre-tax basis and amount of arrears will be deducted from employees' paycheck(s). The monthly contributions may also be required to be paid directly by the employee on certain leaves of absence including but not limited to medical leave of absence, Short Term Disability, Long Term Disability and union leave. Failure to make required payments will result in the termination of coverage.

Additionally, the following provisions apply:

- a) Except as below, no increases in premium contributions are required to maintain the same or equivalent coverage for vision, dental, prescriptions and disability insurance. The Company will maintain these benefits during the life of the Agreement.
- b) Employee Premium Contribution – An employee Health and Welfare monthly premium shall be required as follows:

	Oct. 29 <u>2016</u>	Jan. 1 <u>2017</u>
Employee only	\$50	\$65
Employee plus one dependent	\$110	\$130
Employee plus two or more dependents	\$175	\$195

The premium payment shall be made by a weekly pre-tax payroll deduction.

Effective January 1, 2008, health care eligibility includes same-sex domestic partners.

- c) Prescription drug co-pays are \$10 / \$25 / \$40 for retail purchases and \$20 / \$40 / \$80 for mail order utilization.
- d) Weekly disability is \$300 / first four (4) weeks, \$350 / next 22 weeks.

Section 2. Full time employees will be eligible for medical plan coverage under all plans on the first day of the month after completion of thirty (30) days after hire. Employees recalled from layoff or returning from medical leave, will be eligible for benefits upon return to active employment. Where an employee is indefinitely laid off during a reduction-in-force and receives pro-rata vacation in an amount that would provide eighty (80) or more hours in the next following month, coverage will be extended for one (1) month. The Employer will provide for a two (2) year waiver of premiums for employees on occupational medical leave of absence.

Section 3. The Company will provide medical insurance at the same level of benefits, integrated with Medicare*, as provided for active employees, except the Time Loss benefit, for Company retirees. Company retirees are defined as those employees who are eligible for retirement from the Company on or after July 1, 1988, normal, early or disability by the current provisions of the Automotive Machinists Pension Trust Fund, and have at least ten (10) years of service with the Company. The Company will provide a waiver of premium for one (1) year following the death of retirees, for dependent spouse and children under 19 years of age.

*Each person who is eligible for Medicare under the Social Security Act shall be considered to have full Medicare coverage. The term "full Medicare coverage" means coverage for all benefits provided under Medicare, including benefits available on an optional basis whether or not the person is enrolled in all portions of Medicare. Medicare will be considered the primary carrier.

In recognition of current trends in industry benefit plans and the introduction of new federal health care programs, the company's participation in post-age 65 retiree health care will be discontinued with the following exceptions:

- a) Employees age 50 or older and who have at least 20 or more years of service as of July 1, 2010 and who retire with an effective date on or prior to January 1, 2014 will be grandfathered and continue to receive post-age 65 retiree health care benefits in retirement as a feature of this agreement. Employees who retire with an effective date after January 1, 2014 will not be eligible for post age 65 retiree medical benefits.
- b) Employees retiring prior to January 1, 2008 will be grandfathered and continue to receive post-age 65 retiree health care benefits in retirement as a feature of this agreement.
- c) Employees who retired prior to July 1, 2007 are not affected by the above agreements.

New Hires after July 6, 2004: The Company will pay for Medicare Part B and Part D upon eligibility after retirement. Daimler Trucks North America retiree medical benefits will not be available.

Effective 7/1/2001 for future retirees, in the event of the death of an enrolled retiree whose spouse is at least 60 years old at the time of death, medical coverage may be continued at the same cost sharing percentage that was applied prior to the death of the retiree. Such coverage will be discontinued when the surviving spouse reaches age 65.

Retirees will have the same medical care plan options as active employees.

Cost-sharing for retirees begins in 1995 for those who retire on or after January 1, 1995. This means retirees will pay a percentage of the premium cost; Daimler Trucks North America will pay the remainder.

The chart below shows the percent of premium that retirees will pay using a combination of age and service:
85 = 100% benefit:

SERVICE	AGE										
	55	56	57	58	59	60	61	62	63	64	65
10	55%	53%	51%	49%	47%	45%	40%	35%	35%	35%	35%
11	51%	49%	47%	45%	43%	41%	36%	31%	31%	31%	31%
12	47%	45%	43%	41%	39%	37%	32%	27%	27%	27%	27%
13	43%	41%	39%	37%	35%	33%	28%	23%	23%	23%	23%
14	39%	37%	35%	33%	31%	29%	24%	19%	19%	19%	19%
15	35%	33%	31%	29%	27%	25%	20%	15%	15%	15%	15%
16	32%	30%	28%	26%	24%	22%	17%	12%	12%	12%	12%
17	29%	27%	25%	23%	21%	19%	14%	9%	9%	9%	9%
18	26%	24%	22%	20%	18%	16%	11%	6%	6%	6%	6%
19	23%	21%	19%	17%	15%	13%	8%	3%	3%	3%	3%
20	20%	18%	16%	14%	12%	10%	5%	0%	0%	0%	0%
21	18%	16%	14%	12%	10%	8%	4%	0%	0%	0%	0%
22	16%	14%	12%	10%	8%	6%	3%	0%	0%	0%	0%
23	14%	12%	10%	8%	6%	4%	2%	0%	0%	0%	0%
24	12%	10%	8%	6%	4%	2%	0%	0%	0%	0%	0%
25	10%	8%	6%	4%	2%	0%	0%	0%	0%	0%	0%
26	8%	6%	4%	2%	0%	0%	0%	0%	0%	0%	0%
27	6%	4%	2%	0%	0%	0%	0%	0%	0%	0%	0%
28	4%	2%	0%	0%	0%	0%	0%	0%	0%	0%	0%
29	2%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
30	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%

Effective January 1, 2017, contribution amounts are the greater of the Employee Premium Contribution schedule in Section 1 or the amount required by the above matrix.

Section 4. The Employer agrees to allow self-payment as required by Oregon or Federal statute.

Section 5. The Employer will pay the cost of the benefit plans for employees who are on medical leave of absence for the first six (6) months of such leave subject to the employee’s applicable monthly premium.

Section 6. The Employer's premium payments made in accordance with this Article are dependent upon continuation of this Labor Agreement.

Section 7. Employees who retire and have at least six (6) months of coverage under either Blue Cross or Kaiser may select that retiree coverage.

Section 8. Regular full time employees who are laid off will receive six (6) months of health care continuation. Employees must return to work for a period of six (6) months and one day to regenerate six (6) months of health care continuation.

If an employee is on layoff for a period of less than six (6) months, returns to work, and is subsequently laid off again, health care coverage will continue on a "time for time" basis. For example, if an employee is laid off, returns to work for four (4) months and is laid off again, health care continuation will be four (4) months. Months will be counted as whole months starting with the first of the month following layoff. An employee must work a full month to earn a month of health care continuation.

Section 9. Effective January 1, 2005, Employees may participate in a Medical Savings Plan (Section 125). Employees who elect to participate will have wages reduced pursuant to a Wage Reduction Agreement.

Section 10. The Company will offer a voluntary benefit program which includes a Long Term Disability option. The program will be offered by January 1, 2008.

Section 11. Employee life insurance. The Company will provide \$60,000 life insurance to each employee, at no cost, with a two year waiver of premium for medical absences.

Section 12. Federal Family Medical Leave Act of 1993. The parties recognize, understand and agree that the Federal Family Medical Leave Act, 107 Stat 6, 29 USC 2601, took effect on February 5, 1994, for the Employer's bargaining unit employees represented by the Union. The parties agree that the provisions of the statute supersede any conflicting provisions of the Agreement as interpreted and applied by the Employer. The Employer's efforts to comply with its obligations under the Federal Family Medical Leave Act shall not be subject to the Grievance and Arbitration provisions of the Agreement.

ARTICLE 16. – DENTAL PLAN

The Employer agrees to provide a plan of dental benefits agreed to in negotiations with the Kaiser Dental Plan as an option, for employees covered by this Contract who have been compensated for eighty (80) hours or more in the preceding month and each month thereafter. The Employer will pay the cost of the benefit plan for employees who are on medical leave of absence for the first six (6) months of such leave. The Employer will maintain the cost of such benefits for the life of the Labor Agreement.

The modified Daimler Trucks North America LLC Dental Plan (\$1500 annual maximum and Ø deductible) is effective March 1, 2005. Employees (and their dependents) who retire after ratification in 2004 will be eligible for coverage under the modified Daimler Trucks North America LLC Plan until age 65. Dental benefits are as follows:

Provision	Moda Health	Kaiser
Preventative Care	100%	100%
Basic Care	100%	80%
Major Care	100%	50%
Maximum Annual Benefit	\$1500	\$1500
Orthodontia	50% up to \$1500 lifetime max	50% for children under 18

ARTICLE 17. – PENSION PROGRAM

Section 1. The Employer shall pay into the Automotive Machinists’ Pension Trust \$4.45 per eligible hour paid with a maximum annual contribution limited to the first 2080 hours per calendar year, on account of each member of the bargaining unit, said amount to be computed monthly. Eligible hours paid include regular time, overtime, double-time, holiday, vacation, paid sick leave, military leave, paid bereavement leave, and jury duty.

The total amount due for each calendar month shall be remitted in a lump sum not later than twenty (20) days

after the last business day of such month. The Employer agrees to abide by such rules as may be established by the Trustees of said trust fund to facilitate the determination of hours for which contributions are due; the prompt and orderly collection of such amounts and the accurate reporting and recording of such hours and such amounts paid on account of each member of the bargaining unit. Failure to make all payments herein provided for within the specified time shall be a breach of this Agreement.

The parties to this Agreement adopt Schedule A of benefit changes and contribution increases provided in the 2012 Rehabilitation Plan adopted by the Automotive Machinists Pension Trust and set out in a memorandum dated January 9, 2013.

Should the Employer decide, at its discretion, at any time during the term of this agreement to permanently cease to contribute to the Automotive Machinists Pension Trust, the Employer's obligation to contribute to any pension fund for the members of the bargaining unit shall be limited to its final withdrawal liability under the Automotive Machinists Pension Trust, however that final withdrawal liability may ultimately be determined.

Should the Employer decide to withdraw from the plan, the Union will be provided the opportunity to propose alternative retirement plan options to the Employer.

During the 2016 Negotiations, the Company began discussions with the Automotive Machinists Pension Trust, in regard to its future structure.

Section 2. The Employer agrees to provide payroll deduction for employees' contributions to the Machinist District Lodge W24 Retirement Savings Plan (401K).

ARTICLE 18. – TOOLS

Section 1. In the event of complete loss of all hand tools in the employee's tool box as a result of fire or theft on the Employer's premises, and subject to a \$25.00 deductible only, the Employer will replace such comparable tools or, if it so elects, in cash for each such loss, to a maximum of \$5,000. Claims will only be honored for tools which have been listed on an appropriate inventory schedule filed with the Employer prior to

the loss. The Employer reserves the right to exclude from such coverage tools clearly not needed for the employee's work at the plant. Tools will be checked out when removed from the plant.

Section 2. Transfers occasioned by a reduction in force, where an employee is required to purchase new tools at the Company's request and the employee is returned to his former job within ninety (90) days, may, at his option, have unneeded tools purchased by the Company under the following conditions:

- (a) The employee shows proof of purchase of tools as required by the Company; and
- (b) The tools to be purchased by the Company are in good condition.

ARTICLE 19. – TUITION REIMBURSEMENT PROGRAM

The Company Tuition Reimbursement Program will be made available to all employees. It is understood that the company may amend, change, modify or eliminate the Tuition Reimbursement program as it deems necessary.

ARTICLE 20. – UNION PROVISIONS

Section 1. Authorized Union Business Representatives shall have access to jobs where members of the Union are at work, it being understood they will first make their presence known to the management and that they will not unnecessarily interfere with the employees or cause them to neglect their work.

Section 2. (a) It shall not be a violation of this Agreement for employees covered by this Agreement to refuse to cross a picket line established by any other Union representing employees in the plant of the Employer, if such employees are engaged in a strike which is properly sanctioned.

(b) It shall not be a violation of this Agreement for an employee to refuse to go through a lawful primary picket line established by a bona fide Union and recognized and sanctioned by the International Association of Machinists and Aerospace

Workers, AFL-CIO, and properly sanctioned by the Northwest Oregon Labor Council of Portland, Oregon.

(c) The Union is not in favor of sympathetic strikes and will do everything in its power to prevent them during the term of this Agreement.

Section 3. When employees are working overtime and no Shop Steward is working, the Union may notify the Employer of their designation of one of the employees working as temporary Shop Steward.

Section 4. At the Union's request, the Company will provide a meeting place for Shop Steward meetings at times mutually agreeable.

Section 5. The Employer shall provide three (3) bulletin boards at the TMPII and twelve (12) bulletin boards at the TMP for posting of the following types of notices:

- (a) Union recreational and social activities
- (b) Union elections
- (c) Union appointments and results of Union elections
- (d) Union meetings
- (e) Such other notices as may be mutually agreed upon by the Union and the Employer

Section 6. The Company and the Union agree to the appointment of one Chief Shop Steward under the following conditions:

- (a) The Chief Shop Steward will be utilized for three days per week with the flexibility to work any day of the week and shift as necessary. He/she may be utilized for additional days upon mutual agreement between the Chief Shop Steward and HR Manager.
- (b) Specific duties of the Chief Shop Steward shall include:

1. Communicate with area Stewards and employees
2. Facilitate area transfers
3. Facilitate volunteers for overtime between work areas
4. Participate in joint investigation of complaints
5. Review complaints and grievances in coordination with area Stewards
6. Participate in joint training, new employee orientation, etc.
7. Promote effective communication and mutual respect for all
8. Other responsibilities as directed by the Business Representative and HR Department

ARTICLE 21. – DISCIPLINE

Section 1. The Union and Company agree that all discipline should be for just cause, and in general, should be progressive. Additionally, it is agreed that discipline will not be as a result of personal prejudice or for retaliation.

Section 2. When a suspension or discharge of an employee is contemplated, the employee may request the presence of a Union representative (Steward) to provide representation during such interview. If a Union representative is requested the interview will not proceed (except in extreme circumstances) until the steward is present.

Section 3. Any employee who has been suspended or discharged may request the presence of his appropriate Steward to discuss the case with him in a private setting, provided by the Company, unless the nature of his/her offense requires his/her immediate removal from the plant.

Section 4. The Company will make a consistent effort to issue warnings or discipline, including attendance, within 15 days of the alleged infraction. All letters of warning or discipline, including attendance that are issued through the postal system shall be delivered exclusively through Registered or Certified Mail.

Section 5. Warning letters issued for disciplinary issues, exclusive of the ACP, will not be used for progressive disciplinary purposes after six (6) months from the date of issue. The Company will retain warning letters issued to an employee in their permanent file indefinitely.

ARTICLE 22. – GRIEVANCE PROCEDURE

Section 1. It is the intention of the parties hereto to submit all the disputes arising out of the terms of this Agreement to the grievance procedure as outlined below. During the term of this Agreement there shall not be a cessation of work on the part of the employees nor any lockout on the part of the Employer.

Section 2. Any employee or Union grievance must be submitted in writing and properly signed by the employee or Union official claiming to be aggrieved within fifteen (15) working days of the date upon which the event or events alleged to constitute the grievance were first known or should have been known to the employee or Union official; except that any grievance alleging unjustified termination or misapplication of layoff must be submitted within three (3) working days.

Where grievance handling activity occurs during regular working hours, the Shop Stewards will not lose pay. Where such activities extend beyond the regular working hours, overtime pay will be given upon prior consent of the Employer.

Section 3. In the event that the parties shall be unable to adjust any grievance or dispute arising under the terms of the Agreement, the following steps will be taken:

Step 1. It shall be taken up between the Supervisor and the Shop Steward. The Supervisor shall give his written response to the Steward within two (2) working days. If no agreement can be reached, the Union may advance the grievance to Step 2 within two (2) working days.

Step 2. It shall be taken up between the Labor Relations Specialist or Human Resources designee and the Union plant representative who shall use their best efforts to resolve the grievance or dispute. Either party may call plant employee witnesses to support their position. The Employer plant representative will give his written answer within five (5) working

days. If no agreement can be reached, the Union may advance the grievance to Step 3 within five (5) working days by submitting written notification to the Plant HR Manager with a copy of the grievance.

Step 3. A meeting will be scheduled within ten (10) working days between the appropriate Union representatives and the Plant HR Manager and other Company representatives. If no agreement is reached within ten (10) days then the grievance will be submitted to Step 4.

Step 4. A meeting will be scheduled within fifteen (15) working days between the appropriate Union representatives and representatives from the Company Corporate Labor Relations staff.

Step 5. If no agreement is reached within ten (10) working days, then the parties shall agree a panel of four, two selected by the Union, two selected by the Company, which will hear the grievance and render a decision within ten (10) working days of the closing of the panel hearing. The decision of the panel, being a majority, shall be binding upon the parties. The panel hearing may be waived by the Company or the Union by written notice to the other party at which time the grievance shall be moved to arbitration. The parties shall agree to arbitration by submitting the grievance to a third party and the decision of the third party shall be final and binding upon both parties. The third party shall be chosen mutually by the Employer and the Union.

In the event the Employer and the Union are unable to agree upon the selection of a third party within ten (10) working days from a written demand for arbitration, the office of the Federal Mediation and Conciliation Service shall be petitioned to submit a list of names of seven (7) proposed arbiters. The Employer and the Union shall each alternately strike from this list the names of the proposed arbiters, one at a time, until only one (1) name remains on the list. The name of the arbiter remaining on the list shall be deemed as accepted by both parties. The fees of the arbiter and the necessary expenses (exclusive of payment to witness) of any arbitration proceeding shall be born equally by the Employer and the Union except that each party shall pay the fees of its own counsel or representative. If an employee-witness is called by the Employer, the Employer will reimburse him for time lost. Non-employee witnesses will be compensated by the party requesting his appearance.

Section 4. It is understood that the Union will be the moving party in each step of the grievance procedure. Grievances not advanced to the next step within the time limits of this Article by the Union shall be considered withdrawn. Grievances not answered by the Company within the time limits of this Article shall be considered agreed to regarding the remedy requested. Such time limits may be waived by mutual consent of the Employer and the Union.

ARTICLE 23. – CAMERAS

Security cameras and other cameras and devices will not be used for the purpose of monitoring employees' job performances.

ARTICLE 24. – SAFETY AND SANITATION

Section 1. Facilities and Compliance with Laws. The Employer shall comply with all rules and regulations established by OSHA (Occupational Safety and Health Act), and with any other federal and state safety and health laws where applicable. The Employer shall maintain safe and sanitary conditions in plant facilities and shall provide ventilating systems as required by law.

Section 2. Industrial Accidents. All occupational injuries, no matter how slight, must be reported by the employee to his Supervisor at the time the injury occurs. An employee injured on the job, which injury does not permit his continuing to work, shall be paid for the balance of his shift.

Section 3. The Union and Company are committed to continuously improve the Plant Health & Safety Programs with the long-term goal to achieve World Class Safety performance. The structure of the plant safety program will be maintained and evolved jointly by the Company and Union Safety Representative. The program will include:

- Equal representation of Union and Management at appropriate meetings.
- Union selection of union meeting representatives.
- Monthly meetings during regular business hours to find solutions to safety and health problems.
- Shared decision making on appropriate topics.

- Appropriate training plant-wide.
- Consideration of best practices.

For safety meetings not held during an employee representative's shift, the Employer shall compensate the employee at straight time rate of pay (a minimum of two (2) hours).

Union Stewards from all shifts are eligible to attend a meeting for the purpose of selection of the Union Safety Representative and those stewards from second and third shifts shall be compensated for attending the meeting at their straight time rate of pay (a minimum of two (2) hours).

The Union Safety Representative, which could be from any of the Unions, will have allocated time based on the following formula:

Active Union Employees	Days Per Week
001-150	1
151-300	2
301-450	3
451-600	4
601 or more	5

Subject to all other applicable contractual provisions and requirements.

Section 4. The Company will replace welding leathers as needed, and provide protective clothing for the grinding department as needed.

Section 5. The Company agrees to pay the cost, up to the maximum specified below for an employee's prescription safety glasses on an as needed basis with the following limitations and conditions:

- (a) Payment will be made to a maximum of \$175;
- (b) Payment will be made no more frequently than once every 12 months to the maximum for a complete set (frames and lens) or either replacement frames or lens;
- (c) Payment may not include tints, coatings, or photo-grey lens;

- (d) Employees shall be responsible for payment of any balance beyond the approved maximum allowable to be paid by direct invoice from authorized vendors and will be required to either pay or authorize payroll deduction for such amount prior to receipt of glasses;
- (e) Employees must present a photo badge to authorized vendors indicating that they are an employee of the Truck Manufacturing Plant, or Corporate Warehouse;
- (f) Authorized vendors for direct invoicing will be posted by HR on plant communication boards.
- (g) Glasses, frames or lenses may be purchased at any other dispenser of ANSI-approved safety glasses. Employees must have their glasses checked by their Plant's Occupational Health Nurse who will forward their invoice for direct reimbursement to the employee for the maximum allowable amount.

Section 6. Safety shoe benefit is \$120 per year. Authorized vendor for direct invoicing will be posted by HR on plant communication boards. The Company will increase the LME safety shoe allowance up to a maximum of \$225 per OSHA ANSI standards for LO/TO footwear, for Arc Flash Program.

ARTICLE 25. – TOBACCO FREE WORKPLACE

The parties agree to the following steps to a tobacco free workplace:

- (a) Effective January 1, 2017 tobacco cessation programs will be available at no cost to the employees.
- (b) Effective January 1, 2018 tobacco of any type (cigarettes, chewing tobacco, e-cigarettes, etc.) will be prohibited on all DTNA property.

**ARTICLE 26. – LABOR/MANAGEMENT
PRODUCTIVITY COMMITTEE**

A labor/management productivity committee will be established consisting of all Shop Stewards, the Plant Manager and the Business Representative. The meetings will be held on an ad hoc basis. Day shift employees attending said meetings will be coming off the job for the meetings with no loss of pay. Second and third shift employees will be coming prior to their shift to attend said meetings, with straight-time pay for the time of the meeting. The agenda of the meeting will be limited to new orders, new machines/equipment, new technology, productivity problems/warranty problems, production increases/decreases, plant expansions, other items of interest that affect the majority of employees. The Company and the Union will each supply a proposed agenda of items to be discussed two (2) weeks in advance of the meetings. No grievances of record will be discussed at said meetings.

ARTICLE 27. – SUBLETTING OF WORK

Section 1. In subletting work from the Employer's shop, a Union shop will be given preference where the services or parts are competitive in quality and cost.

Section 2. The Employer will give preference to the use of labor and materials that have not been declared unfair by the Northwest Oregon Labor Council of Portland, Oregon, and the Employer is so notified.

Section 3. The following sets forth the provisions of an understanding reached in negotiations with reference to subcontracting by the Employer. Because of the fears expressed by the Union that the Employer would subcontract work that could be performed by the Employer's employees during a period when employees are on layoff, the following assurances are given:

It is not the intent of the Employer to subcontract work customarily performed by the Employer in the Portland plants with its own employees, during a reduction in force, or which would directly result in a reduction in force.

Additionally, employees of another employer will not perform bargaining unit work in the Portland plants which is

not currently being performed or has not been performed in the past.

It should be understood that in some instances subcontracting involves considerations of production schedule, the lack of machinery and/or equipment or economic factors that will compel management to subcontract some functions. On the other hand, it is generally to the Employer's advantage to perform as much of the work with its own employees as possible.

During the 1997 Negotiations, it was further agreed that the Company will keep the Union informed of work that is normally performed by bargaining unit employees that is being considered for subcontracting prior to awarding a contract. If the Union feels that such work is within the capability of the bargaining unit and can be feasibly and competitively performed by bargaining unit employees, representatives of the Company and the Union will meet together as a joint labor/management subcontracting committee to discuss this possibility. The joint labor/management subcontracting committee shall meet on a regular basis (but not less than quarterly) to discuss proposals for outsourcing and insourcing.

ARTICLE 28. – JOINT APPRENTICESHIP COMMITTEE

Section 1. Apprenticeship. There will be a joint Labor and Management Apprenticeship committee at the TMP comprised of an equal number of each side.

Committee members shall be selected from within the Company and shall include the Machinist Union Business Representative and the Plant Human Resources Manager.

Section 2. Master Maintenance Apprentice Program. The Joint Apprenticeship Committee will develop a Master Maintenance Apprenticeship Program. The pre-requisite to entering the program will be (1) completion of a state-approved maintenance apprenticeship or equivalent and two (2) years experience at Daimler as a maintenance mechanic (not inclusive of apprenticeship time).

All maintenance mechanics who satisfy the pre-requisites shall be offered the opportunity by seniority to participate in the Master Maintenance Apprenticeship.

ARTICLE 29. – JOINT BENEFITS COMMITTEE

During the 2004 negotiations, the Employer and Union discussed the need for ongoing dialogue involving cost containment, improvement and ways to effectively utilize the benefits programs. To accomplish that, it has been agreed that there will be established a Joint Benefits Committee (JBC).

The Committee shall be comprised of two Company representatives and one representative from each Union. They shall meet at mutually agreed upon dates and times.

ARTICLE 30. – JOINT CONTRACT EXPLANATION MEETING

After ratification of a renewed collective Agreement, the parties agree there will be a joint meeting between the Union and its Shop Stewards and the Company and its Managers and Supervisors to review new provisions of the Agreement. All Supervisors and Managers are required to attend.

In order to acquaint new supervisory personnel with the application of the contract, a training session will be arranged with the appropriate Stewards and Chief Steward and any other personnel Management desires, which will last no less than one hour and which will be held within one month of the placement of the new Supervisor or Manager in the Portland Truck Manufacturing Plant.

To the extent necessary and by mutual agreement, additional meetings will be jointly conducted on an annual basis to facilitate harmonious labor relations.

ARTICLE 31. – HIGH PERFORMANCE WORK ORGANIZATION

Both the Union and the Company recognize that success and growth will be based largely on the efforts of all

employees and those efforts are best achieved through a professional and positive Union-Management relationship.

We agree to pursue the development of a High Performance Work Organization (HPWO) partnership. This approach, through shared decision making, will promote work processes and practices that will focus on providing products that meet or exceed the needs of our customers. This approach will enable continuous improvement by maximizing the contribution of skills, knowledge, and shared information. Through this ongoing partnering commitment, employees will seek out, learn and apply competence in our daily work environment.

Our goals include: improving quality, productivity, participation, flexibility and the financial performance of the Company, while enhancing earning opportunities, long-term employment, and job satisfaction for employees.

Although the HPWO partnership is not a replacement for the Company operating systems (TOS, TPM, Quality, etc.) it is recognized that it will be a valuable tool in supporting those continuous improvement systems.

If upon implementation of a High Performance Work Organization Partnership, a provision of this Collective Bargaining Agreement is jointly found to be a hindrance to the further development of the partnership, the provision may be subject to review and revision by mutual agreement.

ARTICLE 32. – CONTINUOUS IMPROVEMENT ASSIGNMENTS

The Company and the Union agree to mutually support employee involvement in projects aimed at improving process and product quality. It was further discussed and agreed that the continuous improvement positions of Production Technician, Continuous Improvement Facilitator and TOS Implementation Team Member would be created and used for Continuous Improvement Assignments, as the Company deems appropriate. The Union may also recommend improvement projects and participants for the Company's consideration.

Continuous improvement teams can be comprised of management representatives and employees from any plant

Union. The duration of these temporary assignments will vary depending upon the scope of the project and the need for each individual's contribution. Upon completion of the assignment the employee will be returned to the area from which he/she was temporarily re-assigned.

The Company will consider all applicants in the selection of continuous improvement assignments. However, participation is voluntary. Employees who are interested in participating should submit a written request to participate. At the employee's request, the Company will advise employees who were not selected of reasons for selections that were made. The following attributes will be considered in the selection of continuous improvement assignments:

- Seniority
- Specialized Job Knowledge
- Operations Experience
- Mechanical Aptitude
- Verbal Communication Skills
- Written Communication Skills
- Ability to Interface with All Levels of Employees
- Interpersonal Skills and Attitude

ARTICLE 33. – UNION DECAL

A Union sticker, agreed to by the company, will be placed at a mutually agreeable location on all vehicles manufactured at the Portland Truck Plant.

**ARTICLE 34. – WORK PERFORMED BY
MANAGEMENT PERSONNEL**

Supervisors are excluded from the terms and coverage of the Agreement and shall not use the tools of the trade or perform the work normally performed by members of the

Union except when such work is performed for the purpose of demonstrating, inspecting, instructing and diagnosing.

In the case where a supervisor continually violates this article the Union will notify the Manager of Human Resources for resolution.

ARTICLE 35. – MANAGEMENT RIGHTS

All management rights not expressly curtailed or surrendered by this Agreement are reserved to the Employer. The Employer's rights may not be exercised in a manner which conflicts with the expressed provisions of this Agreement. Such exercise may be made the subject of a grievance under Article 22 herein.

ARTICLE 36. – PLANT CLOSURES

Section 1. This will confirm that during the term of the 2016 – 2021 Collective Bargaining Agreement, Daimler Trucks North America LLC does not intend to close the Portland Truck Manufacturing Plant. It is understood that conditions may arise that are beyond the control of the Company, e.g., act of God, catastrophic circumstances, or significant economic decline. Should these conditions occur, the Company will discuss such conditions with the International Union.

Section 2. Severance Pay. As a result of discussions between the parties during 2007 negotiations, the Employer acknowledges its responsibility to advise the Union of its intent to close the plant if economic conditions or other significant factors impede the Company's ability to produce a competitive product at a profit.

Both the Employer and the Union acknowledge that the future viability of the Portland plant and long-term job security for employees depends upon their ability to work cooperatively on matters which positively impact quality, efficiency and cost. Further the parties understand the need for the products to be competitive for the Portland plant to be profitable.

In the event of a closure of the Portland Truck Manufacturing Plant, the Employer shall advise the Union and,

in a timely manner, make a good faith effort to reach an agreement on effects. In the event of a plant closure the Company will provide severance benefits in the amount of two (2) weeks of regular base pay for each year of service for all employees on active payroll or laid off no more than twelve (12) months prior to plant closure date.


Section 3. Successors. This Agreement will be binding upon both parties, their successors and assigns. In the event of a sale or transfer of the business of the Employer, or any part thereof, the purchaser or transferee shall be bound by this Agreement.


ARTICLE 37. – DURATION OF AGREEMENT

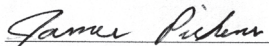
Section 1. This Agreement shall become effective as of October 29, 2016 and shall remain in effect until the 29th day of October, 2021, and thereafter until either party serves a sixty (60) day written notice on the other specifying a desire to modify or terminate this Agreement. Should neither party give such sixty (60) day notice, this Agreement shall remain in full force and effect until such notice is given and for sixty (60) days thereafter.

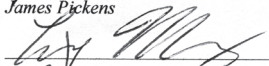
Section 2. Within ten (10) days after receipt of said notice, the parties to this Agreement shall begin negotiations.


For Employer:

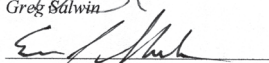

Eileen Frack



Jon Nancarrow

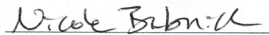

James Pickens


Craig Marx

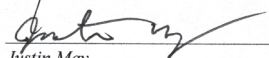

Greg Salwin


Eric Shoults


Rachelle Wright

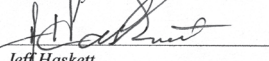

Nicole Babnick


Katie Ellis



Justin May

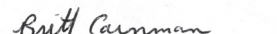

Ferrol Walton



Mike Foley


Jeff Haskett

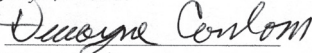
For Union:

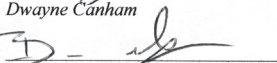

Joe Kear


Britt Cornman


Dwain Panian


Wayne McLucas


Dwayne Canham


Brian Graham

LETTER OF UNDERSTANDING

Truck Operating System / Total Productive Maintenance

The Company and the Union understand the importance of the Truck Operating System (TOS) and the Total Productive Maintenance (TPM) program to improving the overall quality of our product. The parties have reviewed the mutual benefit associated with manufacturing the highest quality product at the lowest cost to ensure competitiveness in the marketplace. The parties acknowledge the importance of meeting customer demands of delivery and world class quality. It was also acknowledged that TOS tools and TPM systems will support the achievement of these objectives.

This letter also documents the agreement between the Company and Union in reference to the creation and recognition of the positions of Team Leader, Continuous Improvement (CI) Facilitator, TOS Implementation Team Member, and Production Technician as described in the TOS/TPM programs.

Job postings displayed at the bulletin board within the plant cafeteria will be used to announce future openings and the selection for these positions will be determined through a Joint selection committee comprised of equal number of designated members from the Company and the Unions. In the event the Joint selection committee does not find a qualified candidate from within the work area, they can consider applicants from outside the work area. Feedback on performance of job duties will be conducted on a regular schedule consistent with TOS program features. In addition, the Union may solicit input from team members for purposes of Team Leader's development. The Joint selection committee will review position disqualification and subsequent actions.

The Team Leader position will be paid a 10% premium above the top rate of their classification. The (CI) Facilitator, TOS Implementation Team Member and Production Technician positions will be paid a 5% premium above the top rate of their classification. To promote involvement from other shop floor employees, the (CI) Facilitator and TOS Implementation Team Member positions shall be rotated and employees shall be returned to jobs in their classification. It is agreed the (CI) Facilitator employees shall be returned after 18 months.

The parties recognize the Collective Bargaining Agreement establishes wages, benefits and condition of employment and that the TOS/TPM process will not change or modify the Agreement. The parties also recognize that not all conditions regarding the implementation of TOS/TPM can be addressed in this Letter of Understanding and therefore pledge their support for a successful implementation.

LETTER OF UNDERSTANDING

Union TOS Coordinator

The parties agree that a significant and visible role for union involvement is required to support the concepts and success of the Truck Operating System. As a result there will be a position added titled Union TOS Coordinator. The Union and Company will jointly agree on the skills and qualifications required for this role. The Union TOS Coordinator position will be appointed by a joint decision of the union business representatives for all four crafts to an individual that has the required skills and qualifications for the role. The Union TOS Coordinator will be subject to bi-annual reviews the same as TLs, PTs, and other TOS Facilitators.

In this position the Union TOS Coordinator will be actively involved in TOS projects and their implementation. The Union TOS Coordinator will need to be impartial in supporting CI activities for both the Union and Company. The Union TOS Coordinator will work with the TOS manager to resolve obstacles related to TOS at the plant level. Unresolved issues will be escalated to the Plant Production Manager for resolution. If the Union TOS Coordinator and Plant Production Manager cannot resolve the issue it will then be escalated to the Plant Manager for resolution. The Union TOS Coordinator will perform random audits on TOS Principles. These findings will be documented and communicated to the respective Department Manager. The Union TOS Coordinator could be assigned specific TOS or Lean Projects by the Union Stewards. The scope of these assignments will be discussed with the Plant Manager.

The Union TOS Coordinator will be involved in annual CI planning and be kept informed of all CI project schedules. It is the expectation of the Union and Company that the Union TOS Coordinator will spend time in all active CI projects to ensure concerns and ideas are considered.

It is also agreed by both parties that Standard Work will need to be jointly created for this position to outline their daily, weekly, monthly, and annual tasks and expectations.

The Union TOS Coordinator, which could be from any of the Unions, will have allocated time based on the following formula:

Active Union Employees	Days Per Week
001-150	1
151-300	2
301-450	3
451-600	4
601 or more	5

LETTER OF UNDERSTANDING

Job Assignment at a Team Level

- Employee in a work area can bid into a team
- Within the team, job assignments exist – employees are assigned to a job
- An employee will be assigned to a job by the Team Leader in discussion with the team taking into consideration the following:
 - Seniority
 - Employee's preference or request
 - Individual abilities
- Requirement that all employees obtain and maintain a training matrix rating of 3 on all other “un-assigned” jobs within their team up to the limitations of individual's abilities:
 - Quarterly goals will be set for each team's cross training levels
 - Team decisions will be facilitated by team leader to complete:
 - Cross training matrix to facilitate training within the team
 - Job rotation plan to maintain rating
- Employees will be required to rotate jobs when the situation makes it necessary
 - Short-term ergonomic purposes
 - Need to diversify skills in a team and promote the team concept
 - Absenteeism (Accommodate an out-of-team employee's ability to fill a void on a team due to absenteeism with minimal disruption)
- Understanding and objectives
 - Enhance employee skill-sets and expand pride of work and competency to do more jobs
 - Provide additional employees trained on critical jobs to mitigate the effects of absenteeism and daily adjustments
 - Provide additional employees with experience for more input on quality improvements, efficiency improvements and ergonomic improvements in the various assigned jobs
 - Provide for more employee input for team decisions on balancing work between jobs
 - Enhance cooperation between team members in sharing work responsibilities
 - Develop team responsibility for decision making, in-

- cluding in the above areas
- Promote continuous improvement involvement
- Set up a timeline from current state to full implementation of the team level concept
 - Ratification date to January 1, 2011 – transition period
 - Joint management/union committee
 - Extensive cross training effort
 - Management to provide resources to facilitate cross-training
 - Extensive effort of line balancing and making job assignments equitable
 - Train Supervisors and Team Leaders on soft skills associated with team environments
 - Facilitate team meetings for education and planning
 - Assign Chief Shop Steward to supporting this transition 5 days/week
 - January 1, 2011 – implementation of job assignment policy and manpower movement rules associated with it
 - Decision to assign Chief Shop Steward to work position 3 or 5 days per week based on effectiveness and need

LETTER OF UNDERSTANDING

Portland CTS Center

The Portland Custom Truck Services (CTS) Center (formerly Portland PDI Center) Bargaining Unit employees, as defined by the NLRB Certification for the PDI Center case 36-RC-6372 Dated April 11, 2007, will be subject to the same terms and conditions as the Portland TMP Bargaining Unit Employees upon ratification of this contract, in conjunction with the items listed below.

1. Temporary Personnel and Probationary Employees:

The parties recognize the existing practice and the Employer's right to continue to utilize the service of temporary personnel at the CTS, employed by an employment agency, who are not employees of the Employer or members of the bargaining unit for any purpose, under the following conditions.

- a. Temporary personnel will not displace CTS bargaining unit employees or CTS bargaining unit employees with seniority who are on layoff and are qualified to perform the work
- b. Unless mutually agreed, no individual temporary person will be employed in excess of ninety (90) days.
- c. Unless mutually agreed, temporary employees shall not be used to replace temporary employees in the same position beyond a total of ninety (90) days of temporary work for the position. Rotating temporary employees will not be utilized to avoid hiring permanent employees when the need exists.
- d. For purposes of this contract, temporary employment of ninety days will serve as probationary employment for permanent hire.
- e. For employees hired directly into permanent employment, or temporary employees hired into permanent employment prior to the expiration of ninety (90) days, probation shall continue through the full ninety day period from the initial date of assignment at CTS.

2. Seniority:

The Portland CTS shall be a separate seniority group. A CTS employee's seniority date for purposes of this contract shall be determined by the date of hire in permanent employment at the Portland CTS Center.

3. **Vacations:**
The existing vacation scheduling practices at the CTS Center will continue without change, except that all vacations at the CTS Center will be scheduled and approved, at least one (1) working day prior to the day(s) requested.

4. **Overtime:**
The existing overtime scheduling practices at the CTS Center will continue without change.

5. **Daily Job Assignment:**
The existing daily job assignment practices at the CTS Center will continue without change.

6. **Tools:**
The Union and Employer agree to continue the current practice regarding tool replacement at the CTS Center. Replacement shall be like for like, where available. Replacement includes batteries for electric tools.

7. **Classifications:**

<i>Classification</i>	<i>Effective Nov. 20, 2016</i>	<i>Effective Oct. 29, 2017</i>	<i>Effective Oct. 28, 2018</i>	<i>Effective Oct. 27, 2019</i>	<i>Effective Oct. 25, 2020</i>
<i>CTS Mechanic A (Journeyman)</i>	<i>\$25.70</i>	<i>\$26.20</i>	<i>\$26.70</i>	<i>\$27.35</i>	<i>\$28.05</i>
<i>CTS Mechanic B</i>	<i>\$22.45</i>	<i>\$22.95</i>	<i>\$23.45</i>	<i>\$24.10</i>	<i>\$24.80</i>
<i>CTS Mechanic C</i>	<i>\$19.95</i>	<i>\$20.45</i>	<i>\$20.95</i>	<i>\$21.60</i>	<i>\$22.30</i>

<i>Progression CTS Mechanic B</i>	<i>Effective Nov. 20, 2016</i>
<i>Hire</i>	<i>\$17.05</i>
<i>6 Months</i>	<i>\$17.55</i>
<i>12 Months</i>	<i>\$18.05</i>
<i>18 Months</i>	<i>\$18.55</i>
<i>24 Months</i>	<i>\$19.05</i>
<i>30 Months</i>	<i>\$19.55</i>

<i>36 Months</i>	<i>\$20.05</i>
<i>42 Months</i>	<i>\$20.55</i>
<i>48 Months</i>	<i>\$21.05</i>
<i>54 Months</i>	<i>\$21.55</i>
<i>60 Months</i>	<i>Top Rate</i>

<i>Progression CTS Mechanic C</i>	<i>Effective Nov. 20, 2016</i>
<i>Hire</i>	<i>\$14.55</i>
<i>6 Months</i>	<i>\$15.05</i>
<i>12 Months</i>	<i>\$15.55</i>
<i>18 Months</i>	<i>\$16.05</i>
<i>24 Months</i>	<i>\$16.55</i>
<i>30 Months</i>	<i>\$17.05</i>
<i>36 Months</i>	<i>\$17.55</i>
<i>42 Months</i>	<i>\$18.05</i>
<i>48 Months</i>	<i>\$18.55</i>
<i>54 Months</i>	<i>\$19.05</i>
<i>60 Months</i>	<i>Top Rate</i>

CTS Premiums:

Self-Paced Tests:	Advance 12 Months in Progression
ASE Certification	\$1.25
CDL	\$1.00
Leadman	5% above classification/ progression rate
Foreman	10% above classification/ progression rate
CTS 2nd Shift Differential:	\$0.60

8. CTS Classification Advancement:

Employees will be given bi-annual performance reviews by management, with the inclusion of the Foreman and Shop Steward. If an individual meets the minimum requirements they may advance from Mechanic C to Mechanic B or from Mechanic B to Mechanic A (Journeyman).

9. Job Descriptions:

CTS Mechanic A (Journeyman): Employee must be experienced in metal fabrication and retrofit work, knowledgeable in all areas and processes of CTS.

CTS Mechanic B: Employee must be able to perform all basic work procedures of CTS and continue to show ability and apply new skills.

CTS Mechanic C: Generally reserved for new hires learning basic CTS procedures.

Leadman: Performs the following functions: trains employees, orders and obtains parts, ensures proper tools, promotes safety, and other duties as assigned by Foreman and Management.

Foreman: Performs the following functions: consults management on job assignments and maintains work flow, stages vehicles, facilitates team cross-training, provides management and team members feedback on job performance, promotes safety, and other duties as assigned by Management.

10. Work Opportunities: The parties agree to meet on a regular basis, not less than quarterly, to discuss opportunities to preserve work and expand job opportunities for the employees of the CTS Center.

LETTER OF UNDERSTANDING

National Health Care

As a result of the Patient Protection and Affordable Care Act and its companion legislation, Health Care Reform has been, and will continue to be, enacted to fundamentally change the delivery, coverage, access and the relationship of patients, providers and plan sponsors in the delivery of healthcare for active and retired employees.

New considerations such as mandated benefits, state exchanges, penalties, the potential for tax credits and coverage options may result in potential benefit changes, additional costs, or shared savings over the life of this agreement. This new health care delivery model will require the Company and Union to investigate and implement changes in order to meet the requirements of Health Care Reform regulations.

It is agreed if Health Care Reform options become available, the medical plans contained in this agreement may be modified to address the opportunities as they arise provided that any changes are by mutual consent of the Employer and Unions.

LETTER OF UNDERSTANDING

Safety Concerns

During the 2016 negotiations the Union raised concerns regarding several safety issues. The Employer acknowledged the legitimacy of the concerns and conveyed it would address the items.

1. Lifting devices for CIW spot weld area
 - a. Sidewalls, Decks, Roof tops
2. Glasses cleaner availability
3. Ventilation in bathrooms
4. Two or more employees to move chassis, cabs, sleepers, hoods

The Union and Employer agree to meet jointly on a regular basis, at least quarterly, until the issues have been addressed to the satisfaction of the parties. The first meeting will occur within 30 days of the date of ratification.

LETTER OF UNDERSTANDING

Electronic Documents and Automated Processes

In an effort to reduce the overall administrative burden on management and the employees, the parties agree that it is important to transition to electronic and automated processes where paper forms and manual processes have traditionally been utilized. The parties agree to discuss and implement by mutual agreement, process changes that will eliminate paper forms and manual processes where administrative efficiencies can be realized. It is agreed that neither party will unreasonably withhold their mutual agreement. Any issue not resolved by the local parties will immediately be referred to representatives of the International Union and the Company's Corporate Labor Relations staff for resolution.

APPENDIX “A”
HOLIDAYS BY YEAR

2016	
Veterans Day	Friday, November 11, 2016
Thanksgiving	Thursday, November 24, 2016
Day After Thanksgiving	Friday, November 25, 2016
Christmas	Friday, December 23, 2016
Christmas	Monday, December 26, 2016
Christmas	Tuesday, December 27, 2016
Christmas	Wednesday, December 28, 2016
Christmas	Thursday, December 29, 2016
Christmas	Friday, December 30, 2016

2017	
New Years (Observed)	Monday, January 02, 2017
Good Friday	Friday, April 14, 2017
Memorial Day	Monday, May 29, 2017
Independence Day	Tuesday, July 04, 2017
Labor Day	Monday, September 04, 2017
Veteran's Day	Friday, November 10, 2017
Thanksgiving	Thursday, November 23, 2017
Day After Thanksgiving	Friday, November 24, 2017
Christmas	Monday, December 25, 2017
Christmas	Tuesday, December 26, 2017
Christmas	Wednesday, December 27, 2017
Christmas	Thursday, December 28, 2017
Christmas	Friday, December 29, 2017

2018	
New Years	Monday, January 01, 2018
Good Friday	Friday, March 30, 2018
Memorial Day	Monday, May 28, 2018
Independence Day	Wednesday, July 04, 2018
Labor Day	Monday, September 03, 2018
Veteran's Day (Observed)	Monday, November 12, 2018
Thanksgiving	Thursday, November 22, 2018
Day After Thanksgiving	Friday, November 23, 2018
Christmas	Monday, December 24, 2018
Christmas	Tuesday, December 25, 2018
Christmas	Wednesday, December 26, 2018
Christmas	Thursday, December 27, 2018
Christmas	Friday, December 28, 2018
Christmas	Monday, December 31, 2018

2019	
New Years	Tuesday, January 01, 2019
Good Friday	Friday, April 19, 2019
Memorial Day	Monday, May 27, 2019
Independence Day	Thursday, July 04, 2019
Labor Day	Monday, September 02, 2019
Veteran's Day	Monday, November 11, 2019
Thanksgiving	Thursday, November 28, 2019
Day After Thanksgiving	Friday, November 29, 2019
Christmas	Monday, December 23, 2019
Christmas	Tuesday, December 24, 2019
Christmas	Wednesday, December 25, 2019
Christmas	Thursday, December 26, 2019
Christmas	Friday, December 27, 2019
Christmas	Monday, December 30, 2019
Christmas	Tuesday, December 31, 2019

2020	
New Years	Wednesday, January 01, 2020
Good Friday	Friday, April 10, 2020
Memorial Day	Monday, May 25, 2020
Independence Day (Observed)	Friday, July 03, 2020
Labor Day	Monday, September 07, 2020
Veteran's Day	Wednesday, November 11, 2020
Thanksgiving	Thursday, November 26, 2020
Day After Thanksgiving	Friday, November 27, 2020
Christmas	Thursday, December 24, 2020
Christmas	Friday, December 25, 2020
Christmas	Monday, December 28, 2020
Christmas	Tuesday, December 29, 2020
Christmas	Wednesday, December 30, 2020
Christmas	Thursday, December 31, 2020

2021	
New Years	Friday, January 01, 2021
Good Friday	Friday, April 02, 2021
Memorial Day	Monday, May 31, 2021
Independence Day (Observed)	Monday, July 05, 2021
Labor Day	Monday, September 06, 2021

APPENDIX “B”

Calendar for 2016

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	1	2	3	4	5	6	6	7	8	9	10	11	12	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	13	14	15	16	17	18	19
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17	18	19	20	21	22	23	21	22	23	24	25	26	27	27	28	29	30	31		
24	25	26	27	28	29	30	28	29												
31																				
April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	1	2	3	4	5	6	7				1	2	3	4
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
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17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30		
31																				
July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	1	2	3	4	5	6					1	2	3	
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				
October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1			1	2	3	4	5				1	2	3		
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			

Calendar for 2017

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4			1	2	3	4		
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25
29	30	31	26	27	28	26	27	28	29	30	31									

April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1	1	2	3	4	5	6					1	2	3	
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
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16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31	25	26	27	28	29	30				
30																				

July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5						1	2
2	3	4	5	6	7	8	6	7	8	9	10	11	12	3	4	5	6	7	8	9
9	10	11	12	13	14	15	13	14	15	16	17	18	19	10	11	12	13	14	15	16
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23	24	25	26	27	28	29	27	28	29	30	31	24	25	26	27	28	29	30		
30	31																			

October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4						1	2	
8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
29	30	31	26	27	28	29	30	24	25	26	27	28	29	30						
													31							

Calendar for 2018

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3					1	2	3
7	8	9	10	11	12	13	4	5	6	7	8	9	10	4	5	6	7	8	9	10
14	15	16	17	18	19	20	11	12	13	14	15	16	17	11	12	13	14	15	16	17
21	22	23	24	25	26	27	18	19	20	21	22	23	24	18	19	20	21	22	23	24
28	29	30	31				25	26	27	28				25	26	27	28	29	30	31

April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7			1	2	3	4	5						1	2
8	9	10	11	12	13	14	6	7	8	9	10	11	12	3	4	5	6	7	8	9
15	16	17	18	19	20	21	13	14	15	16	17	18	19	10	11	12	13	14	15	16
22	23	24	25	26	27	28	20	21	22	23	24	25	26	17	18	19	20	21	22	23
29	30						27	28	29	30	31			24	25	26	27	28	29	30

July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4							1
8	9	10	11	12	13	14	5	6	7	8	9	10	11	2	3	4	5	6	7	8
15	16	17	18	19	20	21	12	13	14	15	16	17	18	9	10	11	12	13	14	15
22	23	24	25	26	27	28	19	20	21	22	23	24	25	16	17	18	19	20	21	22
29	30	31					26	27	28	29	30	31		23	24	25	26	27	28	29
														30						

October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6					1	2	3							1
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21	22	23	24	25	26	27	18	19	20	21	22	23	24	16	17	18	19	20	21	22
28	29	30	31				25	26	27	28	29	30		23	24	25	26	27	28	29
														30	31					

Calendar for 2019

January							February							March							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
		1	2	3	4	5							1	2						1	2
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13	14	15	16	17	18	19	10	11	12	13	14	15	16	10	11	12	13	14	15	16	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	17	18	19	20	21	22	23	
27	28	29	30	31			24	25	26	27	28			24	25	26	27	28	29	30	
														31							
April							May							June							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
	1	2	3	4	5	6			1	2	3	4							1		
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	
28	29	30					26	27	28	29	30	31		23	24	25	26	27	28	29	
														30							
July							August							September							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
	1	2	3	4	5	6					1	2	3	1	2	3	4	5	6	7	
7	8	9	10	11	12	13	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
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28	29	30	31				25	26	27	28	29	30	31	29	30						
October							November							December							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
		1	2	3	4	5							1	2	1	2	3	4	5	6	7
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27	28	29	30	31			24	25	26	27	28	29	30	29	30	31					

Calendar for 2020

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	1	2	3	4	5	6	7	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	8	9	10	11	12	13	14
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19	20	21	22	23	24	25	16	17	18	19	20	21	22	22	23	24	25	26	27	28
26	27	28	29	30	31		23	24	25	26	27	28	29	29	30	31				
April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1	2		1	2	3	4	5	6
5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13
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19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30				
							31													
July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4						1			1	2	3	4	5	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
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19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30			
							30	31												
October							November							December						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7			1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26
25	26	27	28	29	30	31	29	30						27	28	29	30	31		

Calendar for 2021

January							February							March						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2	1	2	3	4	5	6	1	2	3	4	5	6		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	7	8	9	10	11	12	13
10	11	12	13	14	15	16	14	15	16	17	18	19	20	14	15	16	17	18	19	20
17	18	19	20	21	22	23	21	22	23	24	25	26	27	21	22	23	24	25	26	27
24	25	26	27	28	29	30	28							28	29	30	31			
31																				

April							May							June						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3						1			1	2	3	4	5	
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			
							30	31												

July							August							September						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3	1	2	3	4	5	6	7				1	2	3	4
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25
25	26	27	28	29	30	31	29	30	31					26	27	28	29	30		

October							November							December							
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	
					1	2			1	2	3	4	5	6				1	2	3	4
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11	
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18	
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25	
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31		
31																					

APPENDIX “C”

PHONE NUMBERS

Daily Absence Reporting (IVR) Line	800-206-9771
In Plant Emergency Number	5-5911
In Plant Security	5-7131
Weather Emergency Hot Line	800-874-7968
Nurses Station	503-745-7138
Nurses Station Fax	503-745-6243
FMLA/ OFLA Request (Sedgwick)	866-530-2280
OFLA Sick Child Request (HR Dept.)	503-745-7130
Workers Comp Administrator (Sedgwick)	866-530-2280
Disability Insurance (MetLife)	866-729-9200
Supplemental Disability/ Life Insurance (MetLife)	800-438-6388
Life Insurance (MetLife)	866-887-2019
Daimler Benefit Service Center	800-605-6031
Blue Cross Blue Shield	866-322-4784
Kaiser	800-813-2000
Express Scripts Prescription Benefit	800-818-1030
Medical Spending Account (ADP)	800-654-6695
Moda Health Dental	877-425-9808
CareHere Health and Wellness Center	877-423-1330
Zenith Administrators	888-286-3169
Payroll	503-745-5072
Human Resources Manager	503-745-7115
Human Resources Labor Specialist	503-745-7072
Human Resources Dept. Fax	503-745-7382
Union Safety Representative	503-745-5125
Chief Shop Steward	503-745-6255
Chief Steward Fax	503-745-7250
IAM Union Hall (25 Cornell Ave., Gladstone)	503-656-1475

Automotive Machinists Pension Trust	800-732-1121
Machinists Retirement Savings (401k) (EB Mgmt)	800-524-4852
Machinists-Boilermakers Credit Union	503-235-8387
Daimler Employee Assistance Program	877-251-9695
United Way Referral / 211 Info	Call 211 or 503-222-5555
Labor's Community Service Agency	503-231-4962

APPENDIX “D”

WEBSITE ADDRESSES

iPayStatements	www.ipay.adp.com
Daimler Benefits Service Center	www.truckbenefits.com
Blue Cross Blue Shield	www.bcbsm.com
Castlight (Blue Cross Members)	www.mycastlight.com/dtna
Express Scripts Pharmacy	www.express-scripts.com
Kaiser	www.kp.com
CareHere Health and Wellness Center	www.carehere.com
MetLife Disability	www.metlife.com/mybenefits
Medical Spending Account	www.flexdirect.adp.com
Moda Health Dental	www.modahealth.com
Vision Service Plan (VSP)	www.vsp.com
Best Doctors	www.bestdoctors.com
Machinists Retirement Savings (401k) / EB Management	www.myretirementaccounts.com/ebmanagement.aspx
Automotive Machinists Pension	www.automotivemachinistspension.com
IAM Union Hall (District Lodge W24)	www.iamw24.org
IAM Local Lodge 1005	www.iamll1005.org
Daimler Employee Assistance Program	www.cignabehavioral.com
United Way Referral / 211 Info	211info.org
Daimler Employee Discount Guide	www.prks.co/dtna

APPENDIX “E”

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