

Local Agreement Between  
GENERAL MOTORS LLC

&

INTERNATIONAL UAW, LOCAL 1112

Effective June 10, 2024 through April 30, 2028

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**Message to UAW Local 1112 Members from your Bargaining Committee**

*UAW Members,*

We are members of UAW Local 1112 and General Motors employees working at Ultium Cells. Our journey has been nothing short of historic and one that will set high standards to lead an industry for years to come.

As Ultium employees, together in Solidarity, we organized and mobilized to be a part of the UAW starting in 2022 and we achieved that goal when we were certified as UAW members in December of 2022. The next step was that the membership had the opportunity to run for and vote for your temporary bargaining committee. Soon after your committee began to bargain with Ultium Cells.

When the historic 2023 Stand Up strikes by the UAW and lead by UAW International President Shawn Fain, against the Big 3 Auto Manufacturers, the Ultium Cells site was negotiated to be a part of the ratified UAW/GM National Agreement starting on November 20, 2023.

Once the site was under the UAW/GM National Agreement, came the discussions of achieving a UAW Local 1112 / GM- Ultium Cells location agreement specific for this membership working at Ultium Cells in Warren OH.

As a UAW / GM member working at Ultium Cells you have, along with the UAW / GM National Agreement, this UAW Local 1112 / GM- Ultium Site Local collective bargaining agreement that contains language with consistent terms and conditions of your employment and helps create a harmonious work environment. This tentative agreement was negotiated in good faith between the company and your elected bargaining committee with the advisement and assistance of various International UAW representatives assigned by UAW President Shawn Fain, UAW/GM Department lead by UAW/GM Vice President Mike Booth, UAW Region 2B with the full support from UAW Region 2B Director David Green, and UAW Local 1112 with Local President the late Darwin Cooper. The tentative agreement was only in effect once ratified by the membership.

As UAW members, we have rights within the Union that are spelled out in the UAW Constitution and Local 1112 by-laws. A copy of the Local 1112 by-laws are available upon request at the union hall, furthermore the UAW Constitution may be easily accessed at UAW.ORG. In the UAW, the membership is the highest authority. Your voice and participation is imperative to building on the achievements of your UAW Brothers and Sisters who have come before you.

Familiarize yourself with all language within our collective bargaining agreements, the UAW Constitution, the Local Union By-Laws and all company policies so you may fully understand your rights and how to access them when you find the need to do so.

The UAW is made up of nine (9) regions with more than 600 Locals that represent over 400,000 active and 580,000 retired members over multiple sectors in the United States, Canada and Puerto Rico.

As a Local 1112 member, you are located in Region 2B, under the leadership of UAW Region 2B Director David Green, that is made up of the states of Ohio and Indiana.

Refer to your Local Union By-Laws and Union Postings for upcoming notices of General Membership Meetings, Special Meetings, Local and Regional Events and other pertinent information.

An informed and engaged membership is vital to the success of UAW Local 1112 and the UAW.

We are only as strong as our Solidarity.

*In Solidarity,*

## *Your Bargaining Committee*

### UAW Local 1112 Structure-

1. Local President
2. Vice President
3. Recording Secretary
4. Financial Secretary / Treasurer
5. Trustees (3)
6. Sergeant At Arms
7. Guide

### UAW Local 1112 Shop Committee Structure-

1. Plant Chairperson
2. District Shop Committee Members\*
3. Alternate District Committee Members\*

\*The number of Committee Members may vary in accordance with Representation Paragraphs 9-12 of the UAW/GM National Agreement.

### Update Contact Information-

If you move or change your phone number, be sure to change your information with both the Company Human Resources Department and Local Union Office.

#### Local Union Information:

UAW Local 1112  
11471 Reuther Dr.  
Warren OH 44481  
**(330) 538-2213**

#### Worksite Information:

Ultium Cells  
7400 Tod Ave SW  
Warren OH 44481  
**(330) 282-2378**

In witness whereof, the parties hereto have caused their names to be subscribed by their duty authorized officers and representatives the day and year first written above.

**Bargaining Committee, Local #1112  
United Automobile, Aerospace &  
Agriculture Implement Workers of  
America**

**Josh Ayers  
George Goranitis  
Mike DeRose  
John Johnson  
Jeffrey Bishop  
Eric Manaro  
Steve Frammartino Region 2B  
David Green Region 2B Director**

**General Motos LLC  
Ultium Cells LLC Ohio**

**Thomas Gallagher  
Kareem Maine  
Kelly Rucker  
Bruce Jones  
Vernon Mills  
Stephen Sferra  
Steven Murphy  
Amy Cuccaro  
Matt Gaspar  
Hannah Moffit**

## **ARTICLE 1 — PURPOSE**

The purpose of this Local Agreement is to provide for orderly collective bargaining relations between General Motors LLC (“GM”) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“Union”) to secure a prompt and equitable disposition of grievances, and to establish fair wages, hours and working conditions for the hourly employees of GM who are leased to Ultium Cells LLC (“Ultium Cells”) and employed at the Ultium Cells facility located at 7400 Tod Avenue SW, Warren, OH 44481 (hereinafter “GM Leased Employees”) covered by this Local Agreement.

## **ARTICLE 2 — ULTIUM CELLS’ ROLES AND RESPONSIBILITIES**

Ultium Cells was created by GM and LG Energy Solution for the purpose of manufacturing battery cells for electric vehicles, which is a new industry segment involving substantial investment and new and rapidly evolving technology. The Parties acknowledge that they have mutual interests in ensuring a competitive business structure for Ultium Cells. Such a competitive business structure will ensure that Ultium Cells establishes a world class manufacturing organization that has the operational flexibility to meet the volumes and demands of its customers and the dynamic demands of a rapidly changing industry, and to create sustainable employment for its employees and UAW members.

1. GM and the Union acknowledge that Ultium Cells management will direct and manage the daily activities of GM Leased Employees in accordance with the Local Agreement and terms of the National Agreement.
2. GM and the Union acknowledge that GM has delegated to Ultium Cells the rights set forth in Paragraph 8 of the National Agreement with respect to operation and control of its battery cell manufacturing business and shall be deemed the “Corporation” within the meaning of Paragraph 8 and Paragraph 37 for such purposes.
3. The Union will work collaboratively with Ultium Cells management to satisfactorily resolve workplace issues and grievances.
4. GM and Ultium Cells will enter into a leased employee agreement providing that the authority delegated to Ultium Cells in managing or directing the workforce shall be in compliance with the National Agreement and Local Agreement.

## **ARTICLE 3 — STANDARDS OF CONDUCT**

Ultium Cells has standards of conduct that must be followed if work is to be done in an efficient and orderly way. The following non-exhaustive list provides examples of prohibited behavior that will result in employees receiving corrective action, up to and including termination of employment, in accordance with Article 4 (Discipline and Discharge):

1. Falsification of personnel or other records (including the submission of false or inaccurate records developed by others);
2. Ringing the clock card of another;

3. Repeated failure to ring own clock card;
4. Using another's badge or pass, or permitting another to use your badge or pass to enter the property;
5. Leaving the job before the end of the assigned schedule without permission, walking off the job, sleeping on the job, failure to perform assigned duties, or being away from an assigned work area without permission or unrelated to union business;
6. Horseplay, scuffling, running, or throwing material or other objects;
7. Personal conduct which is abusive of other employees, including malicious gossip and rumors and statements of a defamatory nature;
8. Possession of weapons within the Plant at any time;
9. Failure to follow instructions or direction (Do the work assigned to you and follow instructions; any complaint may be taken up later through the regular channels) in accordance with the Local Agreement Article on Dual Supervision;
10. Creating or contributing to unsanitary conditions;
11. Violation of safety policies or engaging in any action which threatens the safe or efficient operation of our Company;
12. Unauthorized operation of machines, tools, or equipment;
13. Poor work performance (i.e., making scrap unnecessarily, careless workmanship);
14. Smoking in unauthorized areas and/or discarding smoking materials improperly;
15. Threatening, intimidating, coercing, or fighting with employees, customers, or visitors;
16. Unauthorized soliciting or collecting contributions for any purpose whatsoever, during working time;
17. Unauthorized distribution of written or printed matter of any description in working areas on Company premises during working time;
18. Posting or removing notices, signs or writing in any form on boards or Company property at any time without the specific authorization of Management;
19. Misuse or removal from the premises without proper authorization of employee lists, blueprints, Company records or confidential or proprietary information of any nature as set out in the Non-Disclosure Agreement;
20. Gambling, lottery, or any other game of chance on Company premises at any time;

21. Damage to, destruction of, or misuse of property and equipment belonging to Ultium Cells or its team members, customers, or other persons with whom team members interact in performing their work duties;
22. Restricting or interfering with production or attempting to induce others to do so;
23. Theft, unauthorized removal of property, or misappropriation of funds of either Ultium Cells, employees, customers or other persons team members deal with in conducting their duties;
24. Possession and/or consumption of drugs on Company property at any time;
25. Reporting for work under the influence of alcohol or drugs;
26. Sabotage;
27. Refusal to work scheduled overtime, or working overtime without permission;
28. Disruptive or unauthorized use of personal media devices, cell phones, TV's, or other similar media at work, use of personal media devices on the production floor unless expressly permitted by your manager or for union business;
29. Violation of the Appearance and Grooming Standards Policy;
30. Discourteous driving when entering or leaving our parking lot, parking in unauthorized areas, and other violations of the Parking Policy;
31. Failure to cooperate in the investigation of workplace and work-related events, or in the maintenance of a safe workplace;
32. Unauthorized use of our systems as provided in the Systems Use and Access Policies;
33. Allowing unauthorized persons, including former employees, onto the premises without express approval from Human Resources;
34. Entry into the building during non-working hours unless permitted by a supervisor or pursuant to union business; and
35. Possessing or viewing books, magazines, posters, or electronic files which contain nudity, sexually explicit, or offensive material on our premises, while conducting business or on our systems.

Upon request and prior to implementation, the Company will meet with the Shop Committee to discuss any changes to the Standards of Conduct. Nothing herein shall prohibit the Company from implementing any changes.

The Company will post any new rules in all breakrooms no later than thirty (30) days prior to implementation.



## ARTICLE 4 — DISCHARGE AND DISCIPLINE

**Section 4.1. Maintenance of Discipline.** It is agreed that the maintenance of discipline is essential to the satisfactory operation of the plant. The Company acknowledges that the Union has raised concerns regarding discipline and that the issuance of discipline is intended to be corrective and not punitive in nature.

As a result of these discussions, the following guidelines have been established to ensure Standard of Conduct violations are dealt with collectively through the progressive disciplinary process:

- 1<sup>st</sup> Violation - Verbal Warning
- 2<sup>nd</sup> Violation - Written Warning
- 3<sup>rd</sup> Violation - Last Written Warning with Counseling
- 4<sup>th</sup> Violation – BOS + 3 Working Day Disciplinary Layoff
- 5<sup>th</sup> Violation – BOS + 6 Working Day Disciplinary Layoff
- 6<sup>th</sup> Violation – BOS + 30 Calendar Day Disciplinary Layoff
- 7<sup>th</sup> Violation - Discharge

Circumstances will arise which necessitate corrective action that may not follow the standard progression guideline. Disputes regarding disciplinary matters may be addressed through the grievance procedure.

**Section 4.2. Notice of Suspension, Disciplinary Layoff or Discharge.** The plant management agrees that promptly upon the suspension, disciplinary layoff or discharge of an employee, including a probationary employee who has worked for the plant more than thirty (30) days, it shall notify in writing the employee and the Plant Shop Committeeperson in the department of the suspension, disciplinary layoff or discharge, and the reason, therefore. Such notice will be provided at a reasonable time and where practicable prior to the end of the shift and will advise the employee that they have the right to request Union representation. Any discipline not issued within seven (7) calendar days from the initial disciplinary interview becomes null and void, unless an extension is mutually agreed upon.

If such an employee is absent from the plant at the time the action is taken, or where it was not practicable to provide written notice prior to them leaving the plant, management will send to the employee's last known address, by Certified Mail, notice of their suspension, disciplinary layoff or discharge and notice that they have the right to request representation.

**Section 4.3. Appeal of Discharge.** Should a discharged employee or the Union representative and the Plant Shop Committee consider the discharge to be improper, a complaint shall be presented in writing through the Shop Committee to the Human Resources Department Supervisor and/or their designee within seventy-two (72) hours of the discharge. The Management of the plant will review the discharge and give its answer within seventy-two (72) hours after receiving the

complaint. The management of each plant is authorized to settle such matters. If the decision is not satisfactory to the Union, the matter shall be referred to Step 2 of the grievance procedure within five (5) working days after the management gives its answer to the Union.

**Section 4.4. Use of Past Record.** In imposing any discipline on a current charge, management will not take into account any infractions which occurred prior to the twelve (12) month period of active employment immediately preceding the current charge, nor impose discipline on an employee for falsification of their employment application after a period of one (1) year from their date of hire.

**Section 4.5. Cameras Not Used For Discipline.** Cameras shall only be used for the purpose of monitoring equipment processes and/or safety related issues. Cameras will not be used for the purpose of discipline of employees.

**Section 4.6. Paid Suspensions Pending Review.** A member who has been suspended by management pending a review of facts that may or may not lead to discipline will be paid all hours that would have been worked if the member was in the plant.

**ARTICLE 5 — WAGES**

1. It was mutually agreed that the following wage scale by job classification and accompanying wage payment rules constitute the Local Wage Agreement for Ultium Cells Warren, OH facility.

The effective dates of all wage rate adjustments and increases will be in accordance with those dates specified in the National Agreement and any cost-of-living allowance will be paid in accordance with the applicable provisions of the National Agreement.

<b>Production, Quality, SRP, and Material Handling Base Wages</b>		
	Starting Wage Rate:	Wage Rate After 52 Weeks Worked
11/20/23	\$26.91	\$30.50
9/16/2024	\$27.72	\$31.42
9/15/2025	\$28.55	\$32.36
9/21/2026	\$29.41	\$33.33
9/20/2027	\$30.88	\$35.00

	Journeypersons
Local Agreement Ratification	\$38.16
9/16/2024	\$39.30
9/15/2025	\$40.39

9/21/2026	\$41.70
9/20/2027	\$43.79

- A. **Apprentice and Journeypersons in Training (J.I.T.) Wage Rates** - The straight time hourly wage rates (exclusive of Cost-of-Living Allowance and shift premium) for apprentices in the bargaining unit shall be the rates set forth in the following Apprentice and J.I.T. Rate Schedule:

Apprentice Training Period	Hourly Rate*
1st Period (0 to 1000 Hours)	84% of Applicable Journeyperson rate
2nd Period (1001 to 2000 Hours)	86% of Applicable Journeyperson rate
3rd Period (2001 to 3000 Hours)	88% of Applicable Journeyperson rate
4th Period (3001 to 4000 Hours)	90% of Applicable Journeyperson rate
5th Period (4001 to 5000 Hours)	92% of Applicable Journeyperson rate
6th Period (5001 to 6000 Hours)	94% of Applicable Journeyperson rate
7th Period (6001 to 7000 Hours)	96% of Applicable Journeyperson rate
8th Period (7001 to 8000 Hours)	98% of Applicable Journeyperson rate

**\*The period rate shall be determined as a percentage of the journeyperson’s classification rate for which the apprentice or J.I.T. is in training.**

- B. Internal apprentice candidates will not be subject to a pay rate reduction and will fall into the progression that matches their current role.
2. As per the Excerpts from the Minutes of Contractual and Wage Matters Subcommittee, any GM transferee to the Ultium Cells plant will continue to receive “the same wages and benefits as before their transfer” and will continue to receive all wage and benefit increases as outlined under the National Agreement.
3. The following wage premiums will apply to all employees at UC-1:
- A. Employees functioning as a Crew Leader shall receive a two (2) dollar per hour premium above the base wage rate of the classification which the employee held prior to becoming a Crew Leader.
- B. Employees functioning as Mixing and Coating Operators shall receive a one (1) dollar per hour premium above the production base wage rate.

#### **ARTICLE 6 — WORK SCHEDULE**

During these negotiations, the Parties discussed the importance of Ultium Cells’ existing Work Schedule and its impact on customer(s), and its competitiveness in the emerging battery cell manufacturing industry. Given the unique nature of a battery cell manufacturing facility requiring continuous operations, the Parties agree to the following terms and conditions, establishing that the regular working day at this facility is twelve (12) hours. The current Work Schedule, which

reflects twelve (12) hours across four (4) Crews and two (2) shifts provides the Company with the necessary operational flexibility to achieve its production metrics.

It is understood that the provisions of this Article do not prejudice Management’s rights pursuant to Paragraph 8 of the National Agreement. In the event that any changes are made to this existing work schedule, the Parties would follow Document 158 of the National Agreement in developing an Alternative Work Schedule (AWS).

Commented [KM1]: Document 158

1. **Production Schedule**

The standard schedule during a three-day workweek is thirty-six (36) hours and the standard schedule during a four-day workweek is forty-eight (48) hours, as reflected below.

Schedule 1: Three (3) twelve (12) hour working days commencing on Monday

Schedule 2: Four (4) twelve (12) hour working days commencing on Tuesday

[See illustrations of this schedule in Attachment A of this Article]

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Weekly Working Hours
Schedule 1	12	X	X	12	12	X	X	36
Schedule 2	X	12	12	X	X	12	12	48

2. **Maintenance Schedule**

The standard schedule is where employees work for three (3) consecutive days followed by three (3) consecutive regular days off (RDO), requiring the rotation of consecutive days worked over the course of six (6) weeks.

Schedule 3: Three (3) twelve (12) hour working days commencing on Monday

Schedule 4: Three (3) twelve (12) hour working days commencing on Thursday

[See illustrations of this schedule in Attachment B of this Article]

	Mon.	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.	Weekly Working Hours
Schedule 3	12	12	12	X	X	X	12	48
Schedule 4	X	X	X	12	12	12	X	36

3. Any employee(s) on a regular eight (8) hour schedule will follow all provisions of the National Agreement.

4. All unscheduled overtime shall be voluntary.

5. The paragraphs of the “Working Hours” provisions of the UAW-GM National Agreement shall apply except as modified below:

Paragraph (80): Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of pay at the regular hourly rate equivalent to half (1/2) of the scheduled shift, except in cases of labor disputes, or other conditions beyond the control of Local Management.

Paragraph (81): For those employees working twelve (12) hour shifts, the regular working week is either thirty-six (36) or forty-eight (48) hours, depending on an employee's standard schedule, as defined in Sections 1 and 2 above.

Paragraph (82): Employees will be compensated on the basis of the calendar day (midnight to midnight) on which their shift starts working, for the regular working hours of that shift. Their working week shall be the calendar week beginning Monday at the regular starting time of the shift to which they are assigned.

Paragraph (86): Due to the continuous operations at this facility, double time will not be tied to a particular day of the week. During Schedule 1, an employee will be paid at double time for hours worked on their third and/or fourth WO, regardless of whether they worked the first or second RDO. During Schedule 2, an employee will be paid at double time for hours worked on their third RDO, regardless of whether they worked the first or second RDO.

Consistent with the intention of Paragraph (86) of the National Agreement, employees will receive double time for time worked on each holiday specified in Paragraph (203) as follows:

- i. for all hours worked on the calendar specified holiday, for a shift which starts on a calendar specified holiday,
- ii. for time worked during the first twelve (12) hours on a shift which starts on each holiday specified in Paragraph (203), and runs over into the day after a holiday,
- iii. and for time worked in excess of the first eight (8) hours on a shift which starts the day before a holiday and runs over into a calendar holiday.

Paragraph (89): There will be a shift premium of ten (10) percent for all hours worked during a shift that starts on or after 1:00pm. Any shift time that begins between the hours of 5:00am and 12:59pm will not receive a shift premium.

6. All hours worked on a contractual Holiday will be considered voluntary.
7. Paragraph (203c) of the National Agreement will apply to UC's continuous seven (7) day operations.
8. The following dates will be added to the list of dates in Paragraph 203c:
  - Saturday, 4/19/2025
  - Saturday, 4/4/2026
  - Saturday, 3/27/2027
  - Saturday, 4/16/2028

Employees shall not be disqualified from holiday pay if they do not accept work on these days, or any other identified in 203c.

9. Ultium Cells will follow the UAW-GM approved vacation calendar. Holiday adjustments will be made when a contractual Holiday is observed on a different day than in the official calendar. The following Holidays will be moved:

<u>UAW-GM Calendar</u>	<u>UC1-Observed</u>
Monday 4/21/2025	Sunday, 4/20/2025
Monday 4/6/2026	Sunday, 4/5/2026
Friday 7/3/2026	Saturday 7/4/2026
Monday 3/29/2027	Sunday 3/28/2027
Monday, 7/5/2027	Sunday 7/4/2027
Monday 4/17/2028	Sunday 4/16/2028

10. Paragraph (205) will be modified so that employees scheduled to start work on a contractual holiday will be paid 12 hours of Holiday Pay. All others shall receive 8 hours of straight time Holiday Pay. Employees will not be paid holiday pay more than once for a given holiday.
11. Doc. 134 will be modified, where applicable, to allow for twelve (12) hours to be credited to an employee's Vacation Entitlement Allowance, in lieu of receiving holiday pay.
12. (a) The Parties agree that the intent of Paragraph 218(b) is that employees will be compensated on the basis of the amount of wages the employee otherwise would have earned during their normally scheduled working days, including overtime included in the standard schedule.
- (b) The Parties agree Paragraph 218 will be modified by Article 26 of the Local Agreement.
- (c) Notwithstanding the provisions of this Memorandum, Short Term Military Pay pursuant to Paragraph 218 (a) of the UAW-GM National Agreement will continue to be compensated on the basis of the amount of wages the employee would have otherwise earned during their normally scheduled working day(s), including overtime included in the standard schedule.
13. Employees may choose to use twelve (12) hours, ten (10) hours or eight (8) hours of their Vacation Restricted (VR) Entitlement for an unexcused absence. Pursuant to Paragraph (194) and Document (8) of the National Agreement, an employee may choose to use only eight (8) or ten (10) hours of their Vacation Restricted Entitlement for an unexcused absence; the other four (4) or two (2) hours of the absence will be coded as Excused.
14. It is understood that implementation of this Work Schedule may impact the administration of the UAW-GM Benefit Plan Agreements. Therefore, the parties agree that, if necessary, applicable provisions associated with such benefit plans will be administered in a manner that does not increase the cost to the company, nor decrease benefits to employees, with the application of such benefit plans provision to employees who work a regular five (5) day, forty (40) hour work schedule, with the exception of the Supplemental Unemployment

Benefit Plan which will be based on the Work Schedule. In addition, a forty (40) hour work schedule shall apply in the administration of Workers' Compensation and Unemployment Compensation laws.

15. Employees shall be provided paid relief time for a total of seventy (70) minutes per twelve (12) hour shift. A total of ten (10) minutes will be provided with employees receiving five (5) minutes of relief time prior to their middle break and five (5) minutes following their middle break. The Local Parties will determine the cadence of break times and commit to staggering these breaks to ensure continuous operations.
16. The Parties will mutually support any necessary application for variance to existing Federal and/or State Laws to ensure that this Work Schedule is in compliance with those laws.
17. Given the unique qualities of this Work Schedule, the Parties recognize that provisions must be in place to ensure that company production requirements are met while at the same time preserving the rights of employees to decline overtime beyond their base schedule. Accordingly, the below provisions shall apply:
  - a. Daily Overtime — During Schedule 1, employees shall be paid at time and one half for hours worked in excess of ten (10), regardless of whether or not their forty (40) hour threshold is met. During Schedule 2, employees shall be paid at time and one half for hours worked in excess of ten (10), regardless of whether or not their (40) hour threshold is met.
  - b. Regular Day Off (RDO) Day 1 & 2 — During Schedule 1, if an employee works their first and/or second RDO, the hours will be paid at time and one half. During Schedule 2, if an employee works their first and/or second RDO, the hours will be paid at time and one half.
  - c. Regular Day Off (RDO) Day 3 & 4 — During Schedule 1, an employee will be paid at double time for hours worked on their third and/or fourth RDO. During Schedule 2, an employee will be paid at double time for hours worked on their third RDO,

**ATTACHMENT A**

**Examples of Section 6.1 – Production Schedule**

<b>Example of Gray Days/Nights</b>						
<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THR</b>	<b>FRI</b>	<b>SAT</b>	<b>SUN</b>
10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #1</b> Time and One Half	<b>RDO #2</b> Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #3</b> Double Time	<b>RDO #4</b> Double Time
<b>RDO #1</b> Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #2</b> Time and One Half	<b>RDO #3</b> Double Time	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half

\*RDO - Regular Day Off

<b>Example of Scarlet Days/Nights</b>						
<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THR</b>	<b>FRI</b>	<b>SAT</b>	<b>SUN</b>
<b>RDO #1</b> Time and One	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #2</b> Time and One Half	<b>RDO #3</b> Double Time	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half
10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #1</b> Time and One Half	<b>RDO #2</b> Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #3</b> Double Time	<b>RDO #4</b> Double Time

\*RDO - Regular Day Off



**ATTACHMENT B**

**Examples of Section 6.2 — Maintenance Schedule**

<b>Example #1 of 3-On, 3-Off Schedule</b>						
<b>MON</b>	<b>TUE</b>	<b>WED</b>	<b>THR</b>	<b>FRI</b>	<b>SAT</b>	<b>SUN</b>
<b>RDO #1</b> Time and One Half	<b>RDO #2</b> Time and One Half	<b>RDO #3</b> Double Time	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #4</b> Double Time
<b>RDO #1</b> Time and One Half	<b>RDO #2</b> Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #3</b> Double Time	<b>RDO #4</b> Double Time
<b>RDO #1</b> Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #2</b> Time and One Half	<b>RDO #3</b> Double Time	<b>RDO #4</b> Double Time
10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #1</b> Time and One Half	<b>RDO #2</b> Time and One Half	<b>RDO #3</b> Double Time	10 Hours Straight Time; 2 Hours Time and One Half
10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #1</b> Time and One Half	<b>RDO #2</b> Time and One Half	<b>RDO #3</b> Double Time	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half
10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #1</b> Time and One Half	<b>RDO #2</b> Time and One Half	<b>RDO #3</b> Double Time	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half

\*RDO - Regular Day Off

Example # 2 of 3-On, 3-Off Schedule						
MON	TUE	WED	THR	FRI	SAT	SUN
10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #1</b> Time and One Half	<b>RDO #2</b> Time and One Half	<b>RDO #3</b> Double Time	10 Hours Straight Time; 2 Hours Time and One Half
10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #1</b> Time and One Half	<b>RDO #2</b> Time and One Half	<b>RDO #3</b> Double Time	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half
10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #1</b> Time and One Half	<b>RDO #2</b> Time and One Half	<b>RDO #3</b> Double Time	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half
<b>RDO #1</b> Time and One Half	<b>RDO #2</b> Time and One Half	<b>RDO #3</b> Double Time	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #4</b> Double Time
<b>RDO #1</b> Time and One Half	<b>RDO #2</b> Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #3</b> Double Time	<b>RDO #4</b> Double Time
<b>RDO #1</b> Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	10 Hours Straight Time; 2 Hours Time and One Half	<b>RDO #2</b> Time and One Half	<b>RDO #3</b> Double Time	<b>RDO #4</b> Double Time

\* RDO - Regular Day Off

## ARTICLE 7 — OVERTIME EQUALIZATION

### OVERVIEW

This Article will be for the purpose of applying Paragraph (71) of the UAW-GM National Agreement as it applies at Ultium Cells.

Overtime should be equalized among the employees in the group engaged in similar work, as far as practicable. Information concerning equalization of hours' status will be openly displayed in each department, or other mutually agreed upon location, in such a way that employees may view their standing. For the purpose of crediting available hours equitably, each department/process shall be considered a separate Equalization of Hours (EOH) group.

The Parties recognize the need to have qualified people who are capable to perform extra work in periods of overtime. An employee's standing on the EOH chart will be the basis by which overtime is offered. The Parties further recognize that bypassing of employees is at times necessary for operational flexibility (i.e. continuity of operations, project work, etc.) and there may be instances where an employee may be worked out of line in terms of hours of equalization other than absenteeism. Both Parties recognize the desirability of minimizing disparities within an EOH group. If an employee is bypassed as described above, they will not be credited for those overtime hours. Should any issues arise regarding these overtime equalization provisions, they can be escalated as outlined by the grievance procedure in the 2023 UAW-GM National Agreement.

The following rules are to apply in administration of Overtime Equalization.

### ADMINISTRATION

1. Overtime equalization charts will be updated by Management on a weekly basis, no later than the end of their scheduled workday on Monday of each week. Hours worked or offered shall be credited as follows, even if the 40-hour compensated straight time hour threshold has not been met:
  - a. One hour at time and one-half = one and one-half (1.5) hours credit. For example: Employees offered to work four (4) hours at time and one-half will be credited six (6) hours on the equalization chart.
  - b. One hour at double time = two (2) hours credit. For example: Employees offered to work four (4) hours of double time will be credited with eight (8) hours on the equalization chart.
2. Employees will be credited for hours offered, and such hours will be entered on the equalization charts, as outlined above.
3. Equalization charts will list the employee's name, classification, and record of the employee's accumulated hours along with the hours credited the previous week. These equalization lists will be in order of the employee with the least amount of credited overtime hours to the highest. For any employees with the same number of credited

hours, the employee's last name will be used as a tiebreaker (A-Z), with A being offered before Z.

- a. For tracking purposes a supervisor shall track each credited hour by utilizing the following:
  - i. "R" for refused
  - ii. "A" for accept
4. The equalization week will run Monday through Sunday. Any employee added to an equalization chart will be added to that week's list that is posted for the week they join, with the average number of hours.
5. Employees who are absent from work for any reason, except as otherwise noted in this agreement, for a period of thirty (30) calendar days or less and who would have had the opportunity to work on the basis of their standing on the equalization chart, or by reason of the entire group working shall be credited with the amount of hours involved in accordance with one (1) above.
6. Employees will be removed from the equalization chart after thirty-one (31) days of absence. The employee, upon returning to work and re-entering an equalization group, shall be given the average number of hours for that equalization group.
7. Employees who are unable to work overtime hours due to required attendance for Military Service, jury duty, bereavement, union business, company approved business, or are assigned to another shift for training will not be credited for such hours. For any of these reasons, an employee may make arrangements, if available, to work overtime but then and only then will they be credited for those hours worked, as outlined above.
8. Employees who are called at home and asked to work overtime and refuse will not be credited for such hours.
9. An employee who accepts overtime in his/her regular equalization group and does not report for work will be credited double the normal hours they would have been credited had he or she worked.
10. In the event that an employee is transferred to another equalization group and subsequently is returned to his/her former group within a period of fifteen (15) calendar days, the employee shall be credited with the hours they had at the time they transferred from the group plus all overtime hours that were available to them if they had remained in that group. If returned, for any reason, after fifteen (15) calendar days, the employee will be charged with the average hours of that group.
11. When it is necessary to supplement a group on overtime with employees from other equalization groups, employees shall be credited with the number of hours worked on their equalization chart for which they are normally listed. Any employee who refuses to

work an overtime opportunity outside of their equalization group will not be credited for those hours refused.

12. Employees who have not established seniority, assigned to an equalization group, will be credited with the same number of hours credited to the highest hour employee plus one (+1) hour when added to the equalization chart.
  - a. At the time in which an employee establishes seniority, they will be placed with the average number of hours in their equalization group.
13. In the event that Ultium Cells has per diem supervisors returning to the bargaining unit, as outlined in Paragraph 69 of the 2023 UAW-GM National Agreement, they will be credited with the same number of hours credited to the high hour employee plus one (+1) hour when added to that equalization chart.
14. If an employee is serving as a Shop Chairperson, Zone Committeeperson, or District Committeeperson for more than thirty (30) calendar days, he/she will not be considered as being within any equalization group. When an employee ceases to be a Committeeperson, they shall be credited with the average hours of the equalization group to which they return.
  - a. Alternate Committeepersons shall equalize with the group in which they are working. They shall be credited for all hours offered to them except for those hours offered for the purpose of functioning as a Committeeperson.
15. Management will make an effort to schedule overtime work hours equitably, between shifts, where practical.
16. Zero Out Provision - All equalization charts, on the second (2nd) Monday of February, will be zeroed out:
  - a. The employee with the lowest hours will be given a zero on the chart, with the previous amount of hours for that employee subtracted from all other employees, keeping the order the same.

## **SCHEDULING**

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

18. Voluntary overtime will be offered as follows:
  - a. In order of the equalization chart.
  - b. If needed, skilled trades and OTS employees assigned to repair a breakdown of equipment, clean-up of an unsafe working condition and with supervisor approval, may continue onto the adjacent shift regardless of their standing on the equalization chart. No employee under this provision shall work more than four (4) additional hours and shall be paid for their time worked.
19. Employees with work restrictions will be scheduled for overtime in their equalization group in accordance with Paragraph 71 of the UAW-GM National Agreement and local equalization of hours understanding, provided such employees can perform the essential functions of the scheduled overtime work, with or without a reasonable accommodation.

#### **SKILLED TRADES PROVISIONS**

20. All of the Overtime Equalization provisions will apply unless otherwise stated below.
21. Skilled Trades equalization of hours groups will be defined by classification, shift, and department, based on the respective skilled make-up of each department/process. Departments are currently defined as follows:
  - a. Electrode
  - b. Cell Assembly
  - c. Formation
  - d. Facilities
22. Since Skilled Trades Crew Leaders are considered working Crew Leaders, they will equalize with their respective equalization of hours group. Regardless of the capacity that a Crew Leader works during overtime, they will be credited for such hours worked.
23. Overtime assignments for apprentices in an equalization group will be discussed in advance with the appropriate Local Union Official(s). Such assignments shall be in accordance with Paragraph 141 (a) of the UAW-GM National Agreement and any other terms and conditions in the Skilled Trades Supplemental Agreement pertaining to Ultium Cells.

#### **ARTICLE 8 — SENIORITY**

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

**Section 8.1a. Seniority.** As outlined in the Excerpts From the Minutes of Contractual and Wage Matters Subcommittee, the seniority date for all employees employed at the Facility on the

effective date of the 2023 UAW-GM National Agreement who have maintained continuous employment shall be the date they began employment at the Facility. Transferees from the former Lordstown facility will retain their seniority date.

The seniority status and seniority rights of Bargaining Unit employees shall be governed by the National Agreement.

**Section 8.1b. Establishing Seniority.** New employees of the Company shall be considered probationary employees for the first ninety (90) consecutive days of their employment. After employees have finished the probationary period, they shall be entered on the seniority list for their department or process and shall rank for seniority from the first date of hire.

**Section 8.2.** When an employee acquires seniority, the employee's name shall be placed on the seniority list of the department or process to which the employee is regularly assigned on the date upon which seniority is acquired.

**Section 8.3. Same Seniority Date.** In placing an employee's name on the seniority list where two (2) or more employees have the same seniority date, those employees will be listed on the seniority list alphabetically by their family name ("A" through "Z"). If there is a tie, the Company and the Union agree to use the employees' second letter of their last name and so on and so forth until the tie is broken. In the event employees with the same seniority date have the same last name, their first name will be used to break the tie. The final tie breaker will be the employees' GMIN from lowest to highest.

Any change in the employee's family name will not alter his/her seniority status.

**Section 8.4. Seniority List.** Management will provide up-to-date seniority lists, including department and/or classification, to the Union on a monthly basis.

**Section 8.5. Loss of Seniority.** An employee shall lose his/her seniority for the following reasons:

- A. The employee quits; or
- B. The employee is discharged, and the discharge is not reversed through the grievance procedure.

**Section 8.6. Skilled Trades Seniority.** In addition to the above, the following shall apply to Skilled Trades:

The Company and the Union recognize that promotional opportunity and job security are important to all employees. As a result, length of continuous service (seniority) will be recognized for job placement, promotions, displacements, layoffs, transfers, recalls, and other job-related decisions in this Supplement.

## ARTICLE 9 — SHIFT PREFERENCE

### Shift Preference Departments 1-10

Seniority employees may, at any time (except as provided in Section 11.3 below), submit a Shift Preference Form in writing to their supervisor on Shift Preference Forms supplied by the Company for transfer to another shift in the same Process or Classification. It is understood that a Shift Preference Form must be on file by Tuesday at 4:00 PM one week before the requested transfer in order to be valid. Where appropriate under the terms of this Article, the seniority employees will be transferred in accordance with their Shift Preference Form on record.

- A. Employees will be given the option of filing a Process or Classification Shift Preference Form. If an employee has filed a Shift Preference Form, it is not necessary that they renew their application unless they choose to change their elected shift. Nor will they be required to file another Shift Preference Form if the applicant has been transferred to another process or classification.
- B. Employees will be given a copy of their signed and dated (by the Supervisor) Shift Preference Form when submitted.
- C. Human Resources will keep a list of all Shift Preference Forms and review these forms in a Manpower meeting on a weekly basis.

**Section 9.1.** A Shift Preference Form for another shift within the same Process and Classification will take effect as soon as possible, but in any event, no later than two weeks following the date an employee becomes eligible for transfer in line with seniority.

Employees will receive a timely notification of their forthcoming transfer to another shift. Therefore, management will make notification (in person or by text, phone call, or email) to employees by the preceding work week before the transfer is to occur. Furthermore, such transfers will be posted in a mutually agreed upon location(s) within the facility and a copy will be furnished to the Committee Chairperson.

**Section 9.2.** Employees who are transferred to a preferred shift in accordance with this Article cannot file a Shift Preference Form for another shift until they have been working for 90 calendar days on the preferred shift. Employees are limited to two Shift Preference moves per calendar year.

- An employee must be in the process or classification prior to applying for Shift Preference.
- Where there is a concern with a Shift Preference, it will be reviewed at the weekly Manpower meeting.

Transfers to another shift under circumstances not covered by this Shift Preference Article may be subject to mutual agreement between the Union and the Company.

The groupings below are to cover the plant as it is now constituted. Changes in the departments, processes or trades may necessitate different groupings and will be discussed in advance with the



Union. The effects of the changes (including different groupings) will be negotiated and mutually agreed between the Union and the Company.

**Shifts for Departments 1-10**

Days or Nights

**Shifts for Department 11 (Skilled Trades)**

Days or Nights

The above shifts are subject to the current work schedules in each Department. Any changes to those work schedules will be subject to collective bargaining.

**Shift Preference  
Department 11 (Skilled Trades)**

**Section 9.3. Skilled Trades Shift Preference.** Any Skilled Trades employee(s) may move from his/her shift within an area to another shift's identical area (example: production or facility maintenance) by filing and signing a written Shift Preference Form for reassignment. Shift Preference assignments shall be made solely on seniority within the Occupational Group. The Company retains the right of job assignments.

The lowest seniority employee displaced as a result of a greater seniority employee exercising his/her right of Shift Preference, will be reassigned to the corresponding area on the other shift unless another employee in the area (using seniority) volunteers. Such employee volunteering for reassignment as a result of a Shift Preference shall be required to process a Shift Preference Form.

Employees who are transferred to a preferred shift in accordance with this Article cannot file a Shift Preference Form for another shift until they have been working for 90 calendar days on the preferred shift. Employees are limited to two Shift Preference moves per calendar year.

- An employee must be in the process or classification prior to applying for Shift Preference.
- Where there is a concern with a Shift Preference, it will be reviewed at the weekly Manpower meeting.

Employees may apply for Shift Preference at any time and will be reassigned as follows:

Shift Preference requests will be honored no later than two (2) weeks following the date of application.

The employee being granted a change in shift and the employee being reassigned to a different shift will each be provided at least one (1) weeks' notice prior to changing shifts.

The Company has the right to assign newly hired Skilled Trades employees to any shift and shall retain that right during the ninety (90) calendar days of the probationary period.

**Section 9.4. All Hardships.** It is recognized that under hardship circumstances, it may become necessary for a Seniority employee to request a temporary change from their regular shift to another shift within their process or classification. Such request may be made to the Area Manager explaining the reason for the request and length of time for which the change is desired. Every consideration will be given to the merits of such request and the Committeeperson of that area will be notified prior to approval. Area Manager will notify the Human Resources Department of any hardships which are approved. Human Resources will maintain a list of such hardships and will provide a copy to the Committee Chairperson. A deserving applicant will be temporarily transferred for a specified period in accordance with the following:

- A. An employee will only be eligible for two hardships per calendar year, regardless of duration.
- B. To any vacancy which may exist in their process or classification.
- C. If no vacancy exists, another employee, from the same process or classification, may voluntarily trade shifts with the applicant as long as the volunteered employee will not be advantaged or disadvantaged as per Subsection G below.
- D. No hardship transfers will exceed thirty (30) calendar days. If the hardship is set to expire prior to the end of the employee's work week, the employee will finish out the week and return to his/her regular shift at the start of the following work week.
- E. Any employee involved in a hardship transfer shall, at the expiration of said hardship, return to their former shift and process or classification, seniority permitting. Therefore, the process left open due to the hardship will only be filled on a temporary basis and not constitute a permanent opening.
- F. An employee awarded a hardship will assume high hours on the overtime equalization in the process in which they are awarded and upon their return to their regular shift.
- G. If during a hardship, employees agree to switch, the transferred employees will assume each other's overtime equalization hours. This section will be subject to agreement between the Company and the Union over the equalization of overtime.

**Department 1 – 11**

**SAMPLE SHIFT PREFERENCE APPLICATION**

Name: \_\_\_\_\_  
Classification/Shift Currently Held: \_\_\_\_\_  
Date Presented to Management: \_\_\_\_\_  
Management Signature: \_\_\_\_\_  
Date Signed Copy Given to Employee: \_\_\_\_\_

**Requested Shift:**

\_\_\_\_\_ Day  
\_\_\_\_\_ Night

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**Department 7 (Skilled Trades)**

**SAMPLE SHIFT PREFERENCE APPLICATION**

Name: \_\_\_\_\_  
Classification/Shift Currently Held: \_\_\_\_\_  
Date Presented to Management: \_\_\_\_\_  
Management Signature: \_\_\_\_\_  
Date Signed Copy Given to Employee: \_\_\_\_\_

**Requested Shift:**

\_\_\_\_\_ Day  
\_\_\_\_\_ Night

**DEPT. 1- Electrode**

(Processes)  
Mixing  
Coating  
Roll Press  
Notch & Dry

**DEPT. 2- Cell Assembly**

(Processes)  
Laminate & Stack  
Packaging

**DEPT. 3- Formation**

(Processes)  
Charge-Discharge & Jig  
EOL & De-gas & Cell Disposal

**DEPT. 4- Quality Formation**

(Processes)  
PQC/OQC/FQC  
End of Line Visual  
Line Patrol

DEPT. 5 - Quality Production (Anode & Cathode)

(Processes)  
ALQC  
ELQC

DEPT. 6 – Safety

DEPT. 7 – Teardown

DEPT. 8 – IQC

**DEPT. 9- Global Supply Chain**

(Processes)  
GSC

**DEPT. 10- SRP/CESS**

(Processes)  
(SRP) Solvent Recovery Processes  
(CESS) Central Electrolyte Storage System

**DEPT. 11- Maintenance (Skilled Trades)**

- A. (Areas) Facility Maintenance
- B. Production Maintenance

## ARTICLE 10 — DEPARTMENTAL / PROCESS TRANSFERS

### 10.1. Departments 1-10.

1. The transferring of employees is solely the responsibility of the Company, subject to the terms of this Article. The provisions of this Article shall be applied without discrimination because of race, religion, color, age, sex, disability, sexual orientation, national origin, or any other legally protected trait, so that equal employment opportunity will be afforded to all employees.
2. When employees desire to transfer to a process/ department, they shall file in the system provided by the company.
3. The selection for the placement of the opening will be from among such applicants that have had application on file one (1) week before placement, and with the applicant that has the greatest seniority.
4. Employees may have an application on file for up to a maximum of up to two (2) process/ departments.
5. Employees transferred in accordance with this Article will not be eligible for a subsequent transfer under this Article for a period of six months.
6. The term "Manpower" for purposes of this Article shall mean the movement of Seniority employees from process to process and/or department to department to fill a vacancy and the identification of the correct Seniority employee who will occupy that vacancy, all of which is designed to avoid seniority violations. The term "Manpower" shall not limit, inhibit, or modify management's right to, at its sole and exclusive discretion, increase or reduce staffing levels and/or the ability to operate its processes and/or departments and determine appropriate staffing.
7. When reducing or increasing the number of employees in Departments 1-10, transfers will be subject to the above terms [10.1-10.10] as well as the following conditions:
  - A. The Union and the Company agree that an opening occurs as a result of death, retirement, quit, or other attrition or new opening created by a new product/department/process and is deemed to be permanent, and replacement is needed, or additional employees are added. In circumstances where the Company and/or Union is provided advance notice of a future vacancy, the Company and Union may, upon mutual agreement, fill the future vacancy before it occurs.
  - B. When employees are transferred from one process or department to another for any reason, there shall be no loss of seniority because of the transfer.
  - C. A weekly Manpower meeting will take place at an agreed upon time and location with the Plant Chairman, or Zone Committeeperson if any, or his/ her designee, and the Operations lead, and Manager. The meeting may be rescheduled by mutual agreement but in no event may be postponed for more than one (1) week. All Manpower will be reviewed for the upcoming week.

- D. Seniority employees will have preference over new hires in filling openings.
  - E. Employees must accept placement on the job for the posting they have signed. Therefore, it becomes the employee's responsibility to cancel any transfer prior to the posting being taken down.
  - F. Applications that have been on file for more than twelve (12) months will be purged.
8. When reducing or increasing the number of employees In Department 11, transfers will be subject to the above terms [10.1-10.10] as well as the following conditions:
- A. To transfer into a position in Department 11, an employee must: (1) have a Journeyman card In the particular trade for that position; and (2) be in the same job classification.
  - B. The Union and the Company agree that an opening occurs as a result of death, retirement, quit, or other attrition or new opening created by a new product/department/process and is deemed to be permanent, and replacement is needed, or additional manpower is added.
  - C. A weekly Manpower meeting will take place at an agreed upon time and location of the Plant Chairman, or Zone Committeeperson if any, or his/ her designee. The meeting may be rescheduled by mutual agreement but in no event may be postponed for more than one (1) week. All Manpower will be reviewed and mutually agreed upon for the upcoming week.
  - D. Seniority employees will have preference over new hires in filling openings.
  - E. Applications that have been on file for more than twelve (12) months will be purged.

**10.2. Department 11 (Skilled).**

Administration in movement between Dept. 11: A- B classifications will be the same as 10.1 above. Furthermore, any employee that applies and accepts a transfer to another classification in Department 11, will acquire a new entry date to that classification.

Postings of job openings, job transfer applications in Department 11 shall be on a bulletin board and electronic screen. Maintenance of this posting will be the responsibility of management.

**10.3. Division/Department Transfers.**

When operations are transferred from one department to another department, within the plant, the employees who are engaged in such operations may, if they so desire, be transferred with their operations and full seniority. (See chart below)

Dept 1 – Electrode East - West		Dept 2 – Cell Assembly East - West	
(Process Anode)	(Process Cathode)	(Process East)	(Process West)
<ul style="list-style-type: none"> <li>Mixing</li> <li>Coating</li> <li>Roll Press</li> <li>Notch &amp; Dry</li> </ul>	<ul style="list-style-type: none"> <li>Mixing</li> <li>Coating</li> <li>Roll Press</li> <li>Notch &amp; Dry</li> </ul>	<ul style="list-style-type: none"> <li>Laminate &amp; Stack</li> <li>Packaging</li> </ul>	<ul style="list-style-type: none"> <li>Laminate &amp; Stack</li> <li>Packaging</li> </ul>
Dept 3 – Formation East – West		Dept 4 – Quality Formation Department	Dept 5 – Quality Production Department Anode & Cathode
(Process – East)	(Process – West)	(Processes)	(Processes)
<ul style="list-style-type: none"> <li>Charge-Discharge</li> <li>EOL</li> <li>Jig</li> <li>De-gas</li> <li>Cell Disposal</li> </ul>	<ul style="list-style-type: none"> <li>Charge-Discharge</li> <li>EOL</li> <li>Jig</li> <li>De-Gas</li> <li>Cell Disposal</li> </ul>	<ul style="list-style-type: none"> <li>PQC/OQC/FQC</li> <li>End of Line Visual</li> <li>Line Patrol</li> </ul>	<ul style="list-style-type: none"> <li>ELQC</li> <li>ALQC</li> </ul>
Dept 6 – Safety Department / Reliability		Dept 7 Teardown Department	Dept 8 IQC Department
<ul style="list-style-type: none"> <li>Safety (Reliability Testing)</li> </ul>		<ul style="list-style-type: none"> <li>Cell Analysis (Teardown)</li> </ul>	<ul style="list-style-type: none"> <li>I.Q.C.</li> </ul>
Department 9 – Global Supply Chain			
100 East Process		100 West Process	
<ul style="list-style-type: none"> <li>Unload/Loader – team rotation</li> <li>High Bay Racking (From Dock) – team rotation</li> <li>ASRS (Raw Anode) – team rotation</li> <li>ASRS Helper – team rotation</li> <li>CU Foil Helper – team rotation</li> <li>CU Foil Input – (Anode Copper)–team rotation</li> <li>Second Floor Waste Removal – team rotation</li> <li>Outside Waste Removal – team rotation</li> <li>Tugger Cell Assembly – team rotation</li> </ul>		<ul style="list-style-type: none"> <li>Unloader/Loader – team rotation</li> <li>High Bay Racking -team rotation</li> <li>ASRS (Raw Cathode) – team rotation</li> <li>ASRS Helper – team rotation</li> <li>AL Foil Input – (Aluminum)-team rotation</li> <li>Scrap Driver – team rotation</li> <li>Degas – EOL Driver -team rotation</li> </ul>	
Process 500 Logistics Process		Scrap/Tree Process	
<ul style="list-style-type: none"> <li>East &amp; West Dock – team rotation</li> <li>Stockers – team rotation</li> <li>Sorters – team rotation</li> <li>Labeler Shipping Containers – team rotation</li> </ul>		<ul style="list-style-type: none"> <li>Tree Room (East/West) – team rotation</li> <li>Scrap Helper – team rotation</li> </ul>	
Crew Leads			
<ul style="list-style-type: none"> <li>West Dock/Scrap Area</li> <li>East Dock/Tree Room</li> </ul>			
Dept 10 – SRP/CESS		Dept 11 – Maintenance (Skilled Trades) (Areas)	
<ul style="list-style-type: none"> <li>(SRP) Solvent Recovery Processes / Facilities Utility Handler</li> <li>(CESS) Central Electrolyte Storage System</li> </ul>		<ul style="list-style-type: none"> <li>Facility Maintenance</li> <li>Production Maintenance</li> </ul>	

## ARTICLE 11 — LOAN OUT PROCEDURE

### Process - Loan Out Procedure for Bargaining Unit Members Other Than Skilled (O.T.S.).

In instances where employees in a process are subject to being loaned out to other processes during a shift, the assignment will be handled in accordance with non-discrimination provisions typically requesting volunteers. Loan-Out for a full shift or more management will utilize seniority to require the movement of people to a different process. Preference will be given to employees on their assigned shift over any overtime employees working on a team.

Any problems encountered in the administration of the above provisions should be first discussed between the District Committee person and Area Manager. In the event the issue cannot be resolved the matter will be escalated to the Shop Chairperson and Local Plant Management.

## ARTICLE 12 — LAYOFF AND RECALL

**Section 12.1. Layoff Definitions.** The term “layoff” when used in this Agreement means a reduction in the working force and includes the following definitions:

- A. **Temporary Layoff.** A Temporary Layoff means a reduction in the working force for a defined period of time for any reason not set forth in Subsections (C) and (D) below.
- B. **Indefinite Layoff.** An Indefinite Layoff means a reduction in the working force for an unknown or indefinite duration for any reason not set forth in Subsections (C) and (D) below.
- C. **Temporary Adjustment.** A Temporary Adjustment means a reduction in the working force necessitated by unplanned occurrences which require partial or full curtailment of operations and over which Management has no control. Such occurrences are usually for a defined duration and are caused, for example, by parts or material shortages, machinery or equipment failures, temporary tooling or production difficulties, labor disputes, emergencies, or acts of God.
- D. **Inverse Layoff.** An Inverse Layoff means a voluntary layoff offer based on highest to lowest seniority.
- E. **Model Change or Inventory Layoff.** A Model Change or Inventory Layoff means a reduction in the working force for either or both of these reasons, the duration of which may or may not be known.

**Section 12.2. Notice of Layoff.** The Company will give to the Plant (Facility) Local Union Chairperson a ten (10) days’ notice of layoff as hereinbefore defined except:

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



- C. When employees are displaced by Skilled Trades employees returning to production.

**Section 12.3. Inverse Layoffs.** Unless the Union instructs otherwise, highest seniority employee(s) may volunteer for a layoff for a prearranged definite time and limited duration with a specific return to work date given.

**Section 12.4. Layoff Procedure for Temporary Layoffs.** When there is a Temporary Layoff, employees on each shift in each classification and in each department or such processes of departments performing substantially similar work as may be agreed upon locally will be laid off as follows:

- A. Probationary employees will be laid off first.
- B. Employees with seniority will be offered the option to be laid-off voluntarily in the inverse or descending order of their seniority with the most senior employee being offered layoff first. They will be advised of the expected duration of the layoff and their scheduled return date.
- C. If the expected duration of the Temporary Layoff is subsequently extended to a later but definite date, employees laid off pursuant to this provision will be afforded the option of returning to work on the date originally scheduled or remaining on layoff for the duration of the defined extended period. An employee who elects to return on the originally scheduled date will displace the least senior employee on the shift in the classification/process in the department.
- D. If it becomes necessary to recall employees laid off under this provision prior to the date originally planned, such recall shall be offered based on highest to lowest seniority.
- E. If, after employees are temporarily laid off under this provision and it is determined in a department or processes of departments that the Temporary Layoff will be extended for an indefinite period of time, the work force in the department or processes of departments including those employees on Temporary Layoff will be adjusted within ten (10) working days in accordance with Layoff Procedure--Indefinite Layoffs (Section 12.5).

**Section 12.5. Layoff Procedure – Indefinite Layoffs.** When there is a Layoff, employees shall be laid off or displace other employees in the following manner:

- A. Non-Bargaining individuals performing bargaining unit work employees shall be removed first.
- B. Probationary employees will be laid off first on a plant-wide basis.
- C. Employees with lesser seniority will be laid off in each process or, where applicable, department according to seniority.
- D. As soon as practicable, but no later than fourteen (14) days after such layoff, employees laid off from a department or from a process shall displace employees in the plant with less seniority.

- E. Employees recalled from a layoff shall be recalled according to their seniority and shall report to work in accordance with Paragraph 64(d) of the UAW/GM National Agreement. If an employee is unable to report on the recall date, the employee must substantiate the reasons why they were unable to report. If the employee is not physically able to perform the recalled position (for example, passing the respirator test) such employee shall stay on layoff until the next recall without loss of seniority.

**Section 12.6. Layoff Procedure – Model Change.** The Company may offer on a voluntary basis to reduce the working force due to Model Change to affected employees on the following basis:

- A. Employees on jobs which do not have to be performed during the shutdown period will be laid off as their jobs are completed prior to the Model Change or Inventory Layoff and recalled as their jobs start up after the Model Change.
- B. On each shift, in each process/department, in each classification, employees in excess of the number required on jobs to be performed during the shutdown period will be offered layoff in the inverse order of their seniority provided. If the duration of a Model Change layoff is expected to exceed ten (10) working days, the Local Union Chairperson will be so notified. At the request of the Union, Management will consider employees on all shifts in a department as being on one shift for purposes of this Section. In a Model Change voluntary layoff of such expected duration, at the request of the Union.

**Section 12.7. Work Opportunity for Laid-Off Employees.** The plant agrees that in employing new people in any process, it will give work opportunity first to qualified laid off employees, and then to employees of other departments of the plant.

**Section 12.8. Skilled Trades Reduction in Workforce / Layoff and Recall.**

In addition to the above, the following applies to Skilled Trades.

The following provisions will apply to Reductions in Workforce, Layoffs, and Recalls of Skilled Trades employees:

- A. When a reduction in force/layoff occurs in an Occupational Group by classification, where apprentices are employed, the least senior apprentice(s) shall be laid off first using seniority. A tie will be broken by plant seniority (date of hire). Apprentices so laid off shall have the right to use their Production Occupational Group seniority, if any, to displace the least senior employee in the Production Occupational Group by classification based on the date of original hire. No journeyman shall be laid off until all apprentices up to the ratio have first been laid off. Apprentices will be kept on rolls maintaining a 1 apprentice to 8 journeymen ratio subject to modification by the STAC.
- B. In a reduction in force/layoff affecting a Skilled Trades/journeyman in an Occupational Group by classification, the least senior Skilled Trades/journeyman(s) in that Occupational Group(s) by classification, shall be laid off first using seniority (date-of-entry into the trades). Any Skilled Trades/journeyman(s) so laid off whom at one time had Production seniority, may use their Company (plant) seniority to displace the least

senior employee in Production. In the case of no production seniority, the person would fall at the bottom of the list in production where openings exist.

- C. The Company will recall Skilled Trades/journeyman(s) to their Occupational Group in seniority order by classification, beginning with the most senior first.
- D. Recalled Skilled Trade/journeyman(s) and apprentice(s) will be assigned to Company designated openings within their Occupational Group subject to this Supplement concerning the filling of openings at the Company's discretion. The overall competency and skillset of the recalled employee will be considered when placing them (example: a Production Maintenance employee cannot fill a Facility Maintenance job unless the requisite skills are confirmed by the Company in its discretion.) Where possible, or as soon as practicable, recalled Skilled Trades/journeymen will be placed in the position they vacated as a result of the Reduction/layoff.
- E. When recalling apprentices, it shall be in accordance with their date of entry into the Apprenticeship Program. Apprentices so recalled shall be reinstated in the Apprenticeship Program at the number of hours and school status achieved at the time of layoff. It is expected that courses in progress would be completed by the apprentices at no cost to them. It is noted that particular courses may need to be restarted for the apprentice.

**Section 12.9. Procedures for Temporary Adjustments.** For the first two weeks of a Temporary Adjustment as defined above, the Company shall have the discretion to adjust the workforce without regard to seniority. Thereafter, the Temporary Layoff Procedure, Section 12.4 above, shall be applied.

## **ARTICLE 13 — TEAMS (OTHER THAN SKILLED)**

### **Other than Skilled - Division I**

Team Members will function on a Team and perform all Team responsibilities and will seek improvements in Business Performance in Safety, People, Quality (Yield), Responsiveness (Overall Equipment Equipment), Cost and Environment in the work environment through continuous improvement and Problem Solving.

#### **Following are current guidelines for teams:**

1. Teams are established, functional and can be adjusted by needs of the business.
2. Teams generally consist of six (6) to fifteen (15) members and share common work/processes.
3. Team Goals are established and monitored regularly to ensure progress or improvement.
4. Will ensure job rotation as identified within the team on a scheduled basis.
5. Lead team meeting on a frequent and regularly scheduled basis.

6. Team responsibilities are defined, written, communicated and understood.
7. Teams are responsible for assuring the following:
  - Safety
  - Quality (Yield)
  - Standardized work
  - Routine maintenance (Production Maintenance and Cleaning) (PMP)
  - Communications
  - Ergonomics support and improvement
  - Support Productivity and Overall Equipment Effectiveness (OEE)
  - Eliminate the 7 types of waste (COMMWIP)
  - Lead and Support Team Problem solving
  - Workplace organization (3R 6S)
  - Product or process inspection
  - Cost reduction
  - Material Tracking and Process control
  - Data and records tracking
  - Simple Repairs
  - Support Team Training
  - Support Team - Job Rotation/Cross Training

#### **TEAM AREA COMMITTEE (TAC)**

- The Team Area Committee (TAC) will consist of at least the designated Area Manager and designated UAW representatives.
- Meet for a quarterly leadership meeting to discuss concerns related to Team approach and monitor the progress and development of effective teams.
- Discuss and take appropriate actions to support parties not meeting their roles and responsibilities

#### **OTS CREW SELECTION PROCESS**

- A. Crew Leader candidates will be selected from employees that apply.
- B. Applicants will be administered a comprehensive assessment to determine the applicant qualifications for Crew Leader Position.
- C. Upon Successful completion of this assessment, employees will be placed into a bank of qualified candidates.
- D. As openings occur in the Crew Leader position, they will be filled with preference as follows:
  - i. Team Preference for existing leaders with the process, or where applicable, department on the same shift

- ii. Qualified Candidates from the process, or where applicable, department, across all shifts, where opening exists
  - iii. Crew Leader applicants per transfer provisions in local seniority agreement
- E. Those candidates that fail to meet the selection requirements may request to be reassessed a second time. Thereafter, such candidates will only be reassessed upon verification of successful completion of supplemental training.
- F. There will be points of review of the team leader's progress for developmental purposes, when they have been on the job for 90 days and on a regular basis after that, unless something in their progress indicates they need reviews more often. This review is designed to help the team leaders improve their leadership skills and constructively point out developmental areas where with appropriate training and/or change of work habit, they can become a first-class Team Leader. This information will also be utilized by the TAC to identify developmental counseling or training.

#### **OTS CREW LEADER DE-SELECTION PROCESS**

- A. If the Union, Team Members, or Management have concerns that the Crew Leader fails to meet the Roles and Responsibilities or displays behaviors that do not support the dignity and respect of team members, they should first bring their concerns to the Department Supervisor. These concerns should identify specific behaviors that are contrary to the roles and responsibilities of the Crew Leader. If further discussions are still required, it will be referred to the TAC for consideration and resolution (training, coaching, counseling or removal). The TAC members will make a decision within two weeks of such a request being raised. Team Members or the Supervisor may initiate a review of a Crew Leader by submitting documentation with details describing behaviors/roles and responsibilities not being met.
- B. If removal occurs within one year, Crew Leader will be returned to their team based on seniority and availability.
- C. Once a Crew Leader has been de-selected, that individual cannot be considered for a second Crew Leader position until the following conditions are met:
- a. One (1) year has passed.
  - b. Complete training in areas of deficiencies on own time.
  - c. Successful completion of Ultium Cells Crew Leader Assessment

#### **OTS CREW LEADERS ROLE ASSESSMENT PROCESS**

- A. A Crew Leader Assessment Process will be completed ninety (90) days after a new Crew Leader is assigned with a focus on skills and leadership development.
- B. Crew Leaders will participate in an Assessment process twice a year. The Assessment will include feedback from the Supervisor and team members with a focus on leadership behavior and team performance, and continuous improvement.

## **ROLES AND RESPONSIBILITIES**

### **Team Member**

The roles and responsibilities for the Team Leader and Team Member have been agreed to by local joint leadership to provide a common framework for implementing team concept throughout the Ultium Cells business. They are guidelines and, as such, they are not a total or all-encompassing list of duties. They do not limit your duties or responsibilities, and you may be required to perform duties beyond the scopes and directions of the guidelines to facilitate the needs of your team.

These guidelines, as developed, provide the necessary consistency with the principles of Lean Manufacturing and a common framework for achieving Safety, People, Quality (Yield), Responsiveness (OEE), Cost and Environment.

### **ARTICLE 14 — HEALTH AND SAFETY**

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

The Company recognizes that its employees are its most valuable asset. The health and safety of employees is vital for the effective and efficient operation of the Company. Success of this program is dependent upon a relationship built on mutual trust and respect, and a willingness to work jointly in resolving issues and concerns in the health and safety arena. In recognition of that principle, the parties agree to the following “Article” and “Attachment A”:

#### **Section 14.1. UAW and the Company Health and Safety Process.**

It is the intent of the parties in negotiating an agreement for health and safety to consider both the needs of the Company and the needs of the employees, with safety as the overriding priority. Success of this program is dependent upon a relationship built on mutual trust and respect, and a willingness to work jointly in resolving issues and concerns in the health and safety arena. The parties agree that the National Joint Health and Safety Committee (NJC) and the Local Joint Health and Safety Committee (LJHSC) will be implemented within ninety (90) days of ratification and be empowered to make mutually satisfactory modifications and additions to the health and safety portion of this Agreement, providing they are at least as protective as Federal or State regulations, applicable consensus standards, or approved programs and/or language set forth in any other portion of this Agreement. The NJC and LJHSC will be formed, trained, and empowered to dealing with a broad range of health and safety subject matters. The parties will develop a joint health and safety process that allows for continuous improvement and the resolution of health and safety issues, differences, and misunderstandings. That process provides for the review and expeditious resolution of health and safety issues at various levels including:

- A. The Local Joint Health and Safety Committee;

B. Safety Review Board; and

C. The National Joint Committee on Health and Safety.

The parties recognize that Section 23.2 of this Article describes an additional procedure for resolving health and safety issues. The parties agree that health and safety issues that meet any of the following criteria may be resolved in an expeditious manner using the procedure described below if the issue:

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

#### **Section 14.2. Health and Safety Employee Safety Concern and Complaint Process.**

The parties agree to use a joint health and safety process to improve health and safety within the plant and expeditiously resolve health and safety issues, as they arise, at the appropriate level.

It is the intent of the parties to address and resolve health and safety issues as they arise during the course of the existing contract. Utilizing the two processes below will help fulfill the goal of both parties to resolve all Health and Safety issues as quickly as possible.

Furthermore, each Committeeperson and Supervisor shall conduct a joint safety observation tour of their department one weekday each week for the purpose of examining health and safety conditions. The Committeeperson may call for the Local Joint Health and Safety Committee (LJHSC) to take measurements of noise, air flow and chemical exposure utilizing equipment authorized by the National Joint Committee (NJC) where appropriate training has been completed. The Committeeperson will discuss with the supervisor and, failing successful resolution, with higher supervision, any problems which the Committeeperson feels requires correction. Every reasonable effort shall be made to settle the concern utilizing the two processes below. If the problem remains unresolved, the Committeeperson may complete a "Health and Safety Complaint Form", which will be input electronically, and a printed copy will be provided, with all complaint statements included, as requested (described in Subsections A-C below).

The first process to be utilized is the Employee Safety Concern Process (ESCP). This process will be the first line of defense to resolve safety concerns.

The ESCP will be the following:

##### *Quick Resolution*

1. An employee presents a Safety Concern to their direct supervisor.

2. If the supervisor resolves the issue, then the Corrective Action (CA) is reviewed with the employee and all affected personnel and is implemented.
3. The Safety Concern is resolved.

#### *Delayed Resolution*

1. If the direct supervisor cannot resolve the Safety Concern within 24 hours, the Concern is logged into a tracking database system and documented on the floor level Business Plan Deployment (BPD) Board Safety Countermeasure sheet for visibility to the employee and the full team.
2. The Supervisor then posts an updated list of the Safety Concerns onto their BPD Board.
  - a. The Champion of the Safety Concern is the direct Supervisor.
3. The Supervisor investigates the Safety Concern with all affected employees and confers with the Joint Safety Team, if needed, for possible advice and resolution. Any resolution will be communicated to all shifts within the department.
4. Employee Safety Concerns not corrected within seven (7) days will be automatically escalated to the Area Manager. Serious issues beyond control of the Supervisor should be escalated immediately. The Area Manager will continuously review the concern, with the assistance of the appropriate Committeeperson, Joint SME's, LJHSC, and Joint Champions, and provide recommendation(s) for corrective action(s), if needed, until all attempts for resolution have been exhausted.
5. Employee Safety Concerns not corrected within thirty (30) days will be reviewed by the Safety Review Board (SRB). The SRB makes recommendations for corrective action, if needed. Should the SRB identify a countermeasure that is acceptable to the employee, the concern shall be deemed resolved.

The second process to be utilized is the Health and Safety Complaint Process. This process will be followed when:

1. No countermeasure has been proposed by the employer within ten (10) days of the concern being entered; or
2. The Area Manager has proposed a countermeasure which the employee(s) are unsatisfied with, and fourteen (14) days have passed since the concern was entered.

Complaints by employees concerning health and safety issues may be taken up in accordance with the Joint Parties with the understanding, however, that the Committeeperson, if called, will discuss the matter with the supervisor and, failing resolution, with higher supervision. If the matter is still not resolved, the Committeeperson may complete, electronically, a "Health and Safety Complaint Form." A Health and Safety Complaint Form submitted to the appropriate supervisor will initiate the complaint process.



- A. The area manager will give Management's answer promptly in writing on the "Complaint Form," which will be automatically transmitted to the employee, Committeeperson, and a representative of the Local Joint Health and Safety Committee (LJHSC).
- B. The LCHSC will within two (2) working days visit the area where the complaint arose and observe the conditions complained of. Within a maximum of three (3) working days from the day of their visit, the LJHSC will answer the complaint in writing. A unanimous decision by the LJHSC will settle the issue. Failing such unanimous decision, the complaint will be discussed at a special conference attended by the Union and Management members of the LJHSC, the Chairperson of the Shop Committee or the Chairperson's designated representative, and another member of Management. If the parties are unable to resolve the complaint at the special conference, the complaint will be answered by Local Management within five (5) working days. Thereafter, Article Ten (10) of the CBA will be applicable. Thereafter, the regular Grievance Procedure of the CBA will be applicable.
- C. Health and safety complaints affecting substantial groups of employees may be initiated by the Health and Safety Representative. To do so, the Representative shall submit a completed "Health and Safety Complaint Form" to the Chairperson of the Shop Committee. Should the Chairperson of the Shop Committee, upon investigation of the complaint, determine that the complaint has merit, the Chairperson shall sign the form and present it to Management in a special conference as outlined above within five (5) working days.

If either the Company or the International Union, UAW wish to modify the portion of Section 14.2 above, it will give a sixty (60) day written notice to the other party, listing the specific reasons for termination or modification of this section of the Agreement. Within the sixty days, a mutually satisfactory meeting date will be arranged.

**Section 14.3. The Company agrees to:**

- A. Provide the necessary or required personal protective equipment, devices, and clothing at no cost to employees. Problems in this regard will be worked out locally.
- B. Provide all equipment that may be necessary for measuring noise, air contaminants, and air flow, which will be available for use by the representatives of the LJHSC. Industrial hygiene monitoring equipment will be available as requested for use by the representatives of the LJHSC. The Company will work with the UAW to ensure that the industrial hygiene monitoring equipment complies with safety requirements.
- C. Provide training for members of the LJHSC and education and training in health and safety for all employees.
- D. Disclose the identity of chemicals or materials to which employees are exposed, including any information regarding remedies and antidotes for such chemicals, to exposed workers and the LJHSC.

- E. Provide staff and medical facilities to address various medical needs. In addition, the Company will provide the guidelines necessary to implement the Voluntary Emergency Medical Response Team.
- F. Provide at no cost, medical services, physical examinations, and other appropriate tests including but not limited to audiometric examinations, lung function tests, and appropriate medical surveillance to employees who come into direct contact with potentially harmful biological, physical and/or chemical agents or toxic materials. NJC and LJHSC shall review to determine whether the health of such employees is being adversely affected.
- G. Provide to each employee a written report of the results of all industrial hygiene sampling. These results, including but not limited to those instances where it is determined that an employee has had a personal exposure exceeding one or more Company Occupational Exposure Limits (OEL's) and/or legally enforceable exposure limits will be reviewed with the employee by the site medical department and entered into the employee's medical records. The same procedure will be followed for CNT (respirable elemental carbon) samples exceeding  $1\mu\text{g}/\text{m}^3$  and for total dust samples exceeding  $10\text{ mg}/\text{m}^3$  taken for the purpose of measuring exposure to CNT. It is understood that these exposure levels do not necessarily indicate that the individual is overexposed if using appropriate PPE. Problems regarding this procedure should be brought to the attention of Management.
- H. Utilize and provide access to the LJHSC to coordinate requests for site surveys. The NJC may participate in the surveys and, upon request, receive reports issued from such surveys.
- I. Arrange for LJHSC to compile OSHA "Summary of Occupational Injuries and Illnesses" along with the total employee hours worked and incidence rate. Upon request, such information will be provided to the NJC.
- J. Direct Local Management and LJHSC to provide prompt notification of fatalities, serious accidents or incidents, including chemical release, having the potential for serious injuries or illnesses to the NJC. After making appropriate arrangements, a prompt investigation may be made by a team from the International Union, UAW and the Company Health and Safety in accordance with the "Special Review Board" procedure.

The joint parties recognize the importance of reporting, investigating, evaluating, and determining corrective actions for "Near Miss" incidents which occur in the workplace. The joint parties recognize that the foundation of any successful safety process rests with a cultural atmosphere that allows employees to bring potentially hazardous situations to the attention of management in order to achieve timely correction. This line of communication can only be achieved if employees are free to discuss "Near Miss" incidents with supervision without fear of reprisal. To this end, the Company will:

- A. Instruct on the importance of reporting "Near Miss" incidents.

- B. Include “Near Miss” incidents as part of the current incident investigation process including corrective action.
- C. Use counseling in lieu of discipline in those cases where an employee immediately self-reports a “Near Miss” incident involving a possible violation of safety rules.

In addition, the LJHSC will issue a communication in the form of Safety Talk and/or other materials to encourage employees to immediately report “Near Miss” incidents to their supervisor. Any issues arising from this document should be resolved in accordance with the appropriate level, i.e., LJHSC, Local Leadership, and Safety Review Board.

#### **Section 14.4. Health & Safety Representation.**

The National Joint Committee (NJC) on Health and Safety has four (4) representatives of the International Union, UAW and four (4) representatives of Ultium Cells LLC. Each party will appoint at least one (1) member who has professional training in industrial hygiene or safety. This NJC shall meet at least quarterly at mutually agreeable times and places and will review any and all items that the Joint Committee deems appropriate, including, but not limited to, health and safety data, programs, processes, procedures, and standards along with anything referred to it from the LJHSC or SRB. Minutes shall be taken and maintained by the NJC and provided to the LJHSC, upon request. The LJHSC may request the NJC to evaluate and/or interpret the reports, studies, etc. The NJC will normally respond within thirty (30) days from receipt of such request.

The LJHSC will establish selection criteria for the Lead UAW Health and Safety/Industrial Hygiene Representative. The responsibilities of the Lead will include industrial hygiene activities, along with the roles and responsibilities outlined in Section 14.7 (Health and Safety Representative Roles and Responsibilities). This role will be selected within ninety (90) days of ratification from the local workforce and appointed to the position by the International Union, UAW. The key job functions of the Lead will be established by the NJC, and the appointee will demonstrate competency by successfully completing required training determined by the NJC. The Health and Safety (H&S) roles and responsibilities will also include ergonomic evaluations which will be incorporated in Section 14.7 (Health and Safety Representative Roles and Responsibilities).

- A. The SRB has the responsibility for supervising and supporting the Joint I.H./Ergonomics Program. The parties will incorporate issues related to the Joint I.H./Ergonomics Program in the monthly LJHSC meetings as well as the SRB. In addition, LJHSC can request additional interim resources when I.H./Ergonomics needs of the site exceed what it can be reasonably expected to accomplish in a timely fashion. Such requests will be reviewed and approved by the SRB. The local parties may refer unresolved issues or concerns to the NJC.
- B. The Lead shall assist in the collection of air samples.
- C. The I.H. representatives (employee and management) shall jointly develop, modify, and implement safety systems.

#### **Section 14.5. The Local Joint Health and Safety Committee.**

The LJHSC will consist of four (4) representatives appointed and approved by International Union, UAW and four (4) representatives appointed and approved by the Company. The Union members shall serve an indefinite term. The Union members will receive, without personal cost, adequate and necessary training to enable the effective performance of assigned functions.

LJHSCs that have members on different shifts shall attend mutually agreed upon meetings. The Local Parties will allow the alternates for such members to handle current Health and Safety issues arising during the absence caused by the regular member's attendance at such meetings. The content of such training shall be mutually agreed upon by the parties with the participation of the International UAW Health & Safety Department. Where possible, training will be delivered by the Health & Safety Department.

When a Local Union Health and Safety Representative is absent (e.g., scheduled vacation, attendance at training, emergency, etc.), such representative will be replaced, as soon as practicable, by an employee who has been trained and is designated to be the alternate by the International Union, UAW. As soon as practical following the effective date of this agreement, the International Union, UAW and the Company shall provide the names of the employees so designated.

The LJHSC shall:

- A. Meet at least once each month at a mutually agreeable time and place to review health and safety conditions and make such recommendations in this regard as they deem necessary or desirable. Where Industrial Hygiene and Ergonomic support has been identified, that individual will attend the regular monthly meeting. The LJHSC will coordinate the activities of all appointed safety personnel at the plant. Periodically, the LJHSC will review the associated functions performed by International and local appointees to ensure effective utilization of human resources and eliminate duplication of assignments. Discussion should include concerns from all areas of health and safety brought to the attention of the LJHSC.
- B. Make a health and safety observation tour once every week. Prior to such observation tours, a review may be made of OSHA Form 300 injury and illness experience. The LJHSC shall investigate promptly major accidents and receive prompt notification of any employee fatalities or serious work-related injuries. When such events occur during all shifts, the Management member of the LJHSC will notify the Union member, inform the representative of the facts, and arrange, upon request, for the representative to enter the site and investigate such events.
- C. Be informed in advance, when possible, and have the opportunity to accompany Federal OSHA and EPA Governmental Health and Safety inspectors on compliance inspections.
- D. NJC may accompany the LJHSC when consultants are retained by the Company, including insurance inspectors, on regular surveys and those surveys requested by the Union. A copy of such reports will be provided to the LJHSC.

- E. Be notified whenever a site contracts for Industrial Hygiene or related services concerning in-the-site environmental conditions where there are reasonable concerns the conditions are having an adverse health impact on employees. Copies of any reports received from these surveys will be provided to the LJHSC. Copies of reports will be forwarded to the co-chairs of the NJC by the LJHSC, upon request. Reports and/or results of such surveys shall be for the uses of the LJHSC or the NJC. Advance arrangements should be made to permit participation in such surveys.
- F. The Union does not waive any rights provided by federal or state law by such accompaniment.
- G. Review lost time incidents and other major incidents which occur in the workplace and safety reports on such incidents and make any necessary or desirable recommendations.
- H. Receive a copy of the plant's report on OSHA's "Summary of Occupational Injuries and Illnesses" and the facility's total employee hours worked and the incidence rate for the comparable period.
- I. Review Incident Investigation forms which shall include an analysis to determine the root cause so that appropriate corrective actions can be determined.
- J. Review, recommend, approve and participate in local safety education and information programs and employee job related health and safety training. The International Union, UAW Health and Safety Department will be provided with the opportunity to review, provide recommendations, and participate in such training or instruction programs.
- K. Where necessary, measure noise, air contaminants, and air flow with equipment provided by the Company and observe the use of appropriate industrial hygiene and safety testing equipment as required when available.
- L. Be provided with copies of photographs taken which relate to health and safety matters at the plant, and forward them to the co-chairs of the NJC, upon request.
- M. Be advised of all industrial hygiene sample results and known physical agents or chemicals to which employees are exposed and protective measures and applicable emergency procedures. In addition, whenever it is determined that an employee has had a personal exposure exceeding one or more Company Occupational Exposure Limits (OEL's) and/or legally enforceable exposure limits, the LJHSC shall be informed in writing of such exposure and the corrective action to be taken.
- N. When any member of the LJHSC has a reasonable basis for concluding that a condition involving imminent danger exists, relevant information shall be immediately communicated to the co-committee members so that joint investigation can be carried out immediately and necessary or desirable recommendations made. Upon joint recommendation, the machine or operation will be taken out of service to perform all corrective actions.

- O. The union member(s) of the LJHSC will become a member of the Chemical Control Committee. Additionally, the Industrial Hygiene support will become members of the Chemical Control Committee.
- P. Conduct periodic and annual audits of the Company's safety programs and processes.
- Q. Participate in the TaBRA/Risk Assessment process for the purposes of design improvements in accordance with OSHA requirements.
- R. Nothing herein shall preclude the LJHSC from consulting with the NJC regarding Health and Safety processes, programs, and concerns.

**Section 14.6.** Nothing herein shall be construed to restrict any employee's rights under Section 502 of the Labor-Management Relations Act, 1947, as amended.

**Section 14.7.** No provision herein will restrict the right of the Chairperson of the Shop Committee, Zone Committeepersons or District Committeepersons to perform their functions under the terms of this CBA.

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

**H&S Roles and Responsibilities:**

- A. The four (4) UAW Safety Representatives will work cross-functionally in the areas of Health and Safety, Industrial Hygiene, and Ergonomics. The Company will provide the necessary training to all four representatives to equally fulfill the duties. The UAW Health & Safety Representatives shall be notified and may assist in the collection of all industrial hygiene related sampling and ergonomic evaluations, in a timely manner.
- B. The H&S Representatives will participate in tabletop exercise for various events, such as active shooter drills, bomb threats, and chemical leaks.
- C. The H&S Representatives will complete OSHA 30 and 521 training; American Industrial Hygiene Association (AIHA) fundamentals of Industrial Hygiene, Ergonomics, de-escalation, and conflict resolution; ERT training (such as confined space, fall protection, and fire extinguisher training); respiratory protection; noise; and all other necessary trainings to perform their duties provided by the UAW or the Company.

- D. H&S Representatives shall review, recommend, and work collectively to participate in local safety education and information programs and employee job related health and safety training. The Union reserves the right to continue to bargain over the role of the H&S Representatives with respect to co-authority to approve training as part of a complete CBA.
- E. H&S Representatives shall be permitted to access and review security camera footage in connection with carrying out their duties when such footage is used by the Company. For instance, when there is a camera near enough to the site of an injury or “near miss” incident that it might have captured the event, the Company may review the footage as part of its investigation. Likewise, if a UAW member is subjected to safety related discipline is justified.
- F. H&S Representatives shall participate in the buy-off process.

Nothing in this Agreement, including attachments, or in joint letters on health and safety or joint health and safety training materials, is intended to, nor should it be taken to, create or impose upon the International Union or the Local, or any of their employees or agents, joint employer and/or principal-agent liability as it relates to injuries, disabilities, diseases, or other losses incurred by employees of Ultium Cells LLC or by third parties while on the property of Ultium Cells LLC.

#### **Section 14.8. Attachment “A” Health and Safety.**

##### *Introduction*

The UAW and the Company will be proud leaders in adopting and effectuating policies designed to resolve employee health and safety problems and to promote a more healthful and safe work environment. To this end, the UAW and the Company have entered into the following Memorandum of Understanding which embodies the spirit of the concern shared by the UAW and the Company for the health and safety of employees. International Union, UAW and the Company leadership will demonstrate a visible commitment to protecting employees from workplace hazards. The Safety Review Board (SRB), which consists of the Joint Local Leadership and the Local Joint Health and Safety Committee (LJHSC), shall receive leadership training in health and safety. This course, to be jointly developed, entitled UAW and Ultium Cells Health & Safety Leadership Training, will cover roles and responsibilities. It will result in the establishment of a leadership-driven safety process. This training will be subsequently extended to other members of leadership including supervisors and committeepersons. The parties are committed to jointly working toward a safer workplace through the joint involvement of all employees and will develop general awareness training for hourly employees that includes an overview of the health and safety leadership process and associated responsibilities, as well as potential hazards associated with NMP, CNT, electrolyte, and other hazards.

The Company and the International Union, UAW will work jointly in an innovative manner to identify and correct potential hazards. The process used to correct potential hazards is the “Hierarchy of Controls,” which describes the process of consideration of higher-level controls such as elimination or engineering before administrative procedures or personal protective equipment.

The Company recognizes its obligation to provide a safe and healthy working environment for employees during working hours. The Union will assist the Company in fulfilling its obligations. Included in this Attachment "A" to this Article is a Safety Review Board process which is designed to enhance health and safety awareness and compliance. The parties continue to recognize their roles and responsibilities to ensure that all employees have a safe and healthy work environment. The function of the NJC and the LJHSC should be technically constructive and problem resolution oriented.

The parties recognize that a joint commitment must be directed toward achieving a safe and healthy workplace. Therefore, it shall be the responsibility of the LJHSC and NJC, as the mechanism, to guide in an appropriate direction.

#### **Section 14.9. Jointly Develop, Modify, and Implement Safety Systems.**

International Union, UAW and the Company agree that Health and Safety programs are the foundation of a Safety System and encompass all joint Health & Safety programs, standards, and requirements. Joint Champions shall be established and identified within ninety (90) days of ratification. These Joint Champions will ensure that proper safety procedures are in place to eliminate or control hazards. These performance standards and elements will continuously drive the improvement of health and safety in the work environment. Failure to jointly execute all the performance standards and elements significantly reduces the safety in the workplace.

The Company agrees to work with the UAW as a joint partner to refine and update for annual review of the Health and Safety systems, standards, requirements, and the applicable communications, for implementation. Upon ratification, the Company is committed to providing appropriate training, tools, and equipment to Joint Health & Safety Representatives, I.H./Ergo, T3 trainers, and members of the Joint Skilled Trades Safety Team to enable them to perform their jobs at the highest level, and to assist the Company in becoming the leader in safety.

#### **Section 14.10. Training and Counseling**

The Company recognizes the responsibility of management to provide appropriate training, leadership, counseling, and corrective action as necessary to eliminate unsafe procedures or conditions from the workplace. Management and the LJHSC shall provide appropriate technical resources, safe practice instructions, support training and counseling. Unsafe procedures or conditions that are observed normally require prompt action. Management so notified and/or observing such unsafe practices or conditions should take appropriate action promptly and document such action. The LJHSC will assist in counseling employees on safety testing procedures (for example, audiometric testing, blood lead or pulmonary function testing). Action taken to improve the safety performance of employees should be documented and copies retained by the LJHSC on a permanent basis.

#### **Section 14.11. Review Board.**

The parties are committed to the continuous improvement of employee health and safety. The joint process developed between the parties will positively impact this commitment. In order to place further emphasis on the implementation of the joint process and to enhance communication and resolution of health and safety issues throughout the facility, there will be a Safety Review Board



(SRB). The NJC will identify individuals to be assigned to Health and Safety, as Co-Chairpersons, and appropriate support personnel, to participate in the SRB. Included within the SRB, a representative of maintenance supervision will be available to address and respond to key issues. The SRB will review reports issued by the Joint Champions including those involved in Ergonomics and Design-In activities. The SRB shall meet on a regular basis and consider appropriate health and safety matters within the respective departments. Additionally, if an urgent issue arises, either Co-chairperson may contact the other to review and resolve the immediate concern.

The SRB will be co-chaired by the Plant Director and Shop Chairperson and the membership shall consist of the Local Shop Committee and members of the Company's staff. The SRB will meet monthly to review the unit's health and safety performance and monitor implementation of its health and safety programs. The LJHSC will attend all SRB meetings. In addition, the SRB may request the assistance of the International Union, UAW to consider projects, studies, training, and other such matters that pertain to employee health and safety. This may also include advice for implementation of health and safety needs expressed by the SRB, including for example, special funding requests, projects, studies, training and other employee health and safety matters.

The parties are committed to preventing fatalities and serious injuries. In furtherance of this interest, a Special Review Board meeting will be convened at such time as appropriate upon the request of the NJC, LJHSC, and the SRB. The purpose of the Special Review Board will be to recommend improvements in safety and health practices. The primary tool to accomplish this objective will be a complete safety hazard analysis of the job or operation at issue. This analysis will be conducted by a joint team from International Union, UAW and the Company Health and Safety, especially trained in analytical techniques. An action plan will be developed by the Special Review Board which will be overseen by the NJC.

The Special Review Board will consist of members of the NJC, LJHSC, Company, the Local Chairperson, and the UAW Regional Representative. The LJHSC, and/or other officials or resources, may be invited by the Company to attend as observers. The Special Review Board will meet at a site designated by the Company. The NJC will provide technical support for the Special Review Board's efforts. The Special Review Board will normally convene one week after notification by the LJHSC and issue its recommendations within two weeks after concluding its review.

#### **Section 14.12. Video Filming and Reports.**

A video camera will be provided for use by the LJHSC upon approval of IT Security. The operation or job site may be videotaped for informational purposes. One such purpose is ergonomics, which may require repeated filming of the same task and may require closeups of employee postures and positions. The identity of filmed employees should not be revealed without their permission. This may involve blurring or otherwise hiding faces. This equipment will be operated under the direction of the LJHSC. Any video tape made of a job or operation will not be copied or released except under the direction of the Special Review Board. A confidential copy edited to remove proprietary and/or other restricted information will be provided to the International Union, UAW. Cellular phones may be used for business purposes to meet the needs of Section 14.13 and other design and quality concerns.

#### **Section 14.13. Joint Research and Occupational Health Advisory Board.**

During the term of this Agreement, the NJC and the LJHSC will evaluate the needs for research-based projects at the plant and determine whether a Joint Research and Occupational Advisory Board should be created, and how it will be structured and funded.

The Board's activities and those of its consultants or specialists will be supported by Ultium Cells LLC. The selection of Board members, terms of office and operating procedures will conform to the Board's charter as established and amended by the NJC. Additionally, as needed, the NJC will retain consultants who are recognized specialists in occupational health and safety to function as independent peer reviewers. These consultants will be responsible directly to the NJC and assist and advise on matters stipulated by the NJC. The number of consultants and the terms of their retention will be determined by the NJC and the scope of its research program.

NJC will also investigate opportunities for jointly sponsored health and safety research with other committees and/or organizations, including, but not limited to, those that the UAW represents.

The Company affirms its commitment to participate in joint efforts to better understand, identify, and address potential safety and health issues, if any, associated with engineered nanomaterials in the workplace. Based on the findings of these investigations, if warranted, the I.H. Subcommittee will submit a proposal to the NJC to set up an OHAB panel for the purpose of discussing the findings from our internal studies and to develop a Request for Proposal (RFP) that addresses engineering controls, hazard recognition, routes of exposure, personal protective equipment and industrial hygiene sampling techniques.

#### **Section 14.14. Ergonomics.**

The Company and the International Union, UAW recognize the need to review the possibility of Ergonomically-related Musculoskeletal Disorders (EMSDs) in the workplace.

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

The Company will jointly administer an Ergonomics Program with the UAW. The Company is committed to developing and progressively pursuing, improving and enhancing the ergonomics process with the UAW. The purpose of the program is to deal cooperatively and constructively with the problem of EMSDs in the workplace.

The Company will commit to fixing jobs that are identified as presenting a corresponding and documented risk of employee injury. The parties recognize that effective corrective action for jobs that present a documented risk of injury requires the timely use of sound judgment in combination with training, experience, and the following:

- Analysis results from a type of risk factor checklist and secondary analysis tools (when utilized)
- Injury/illness history of both the job and the worker
- The history and future plans of the jobs

Additionally, the parties agree to utilize the NIOSH 1991 Lifting Equation as a tool.

Seats, chairs and mats can be considered appropriate solutions to control specific ergonomic risk factors.

The LJHSC will be responsible for the following:

- Participating in the “Design-in” Process that includes local site re-arrangements where EMSD risk factors may be present
- Conducting joint job analysis using the currently developed checklist that may subsequently be jointly modified by mutual agreement
- Providing recommendations for corrective action
- Monitoring the implementation of job improvements
- Conducting review and follow up
- Reporting monthly to the Safety Review Board

The LJHSC will coordinate their efforts with resources from appropriate departments, e.g., Medical, Engineering, Skilled Trades, and Production, to support ergonomics evaluations. The LJHSC will report monthly at each SRB meeting on ergonomics. Additionally, the SRB will address significant problems or roadblocks encountered by ergonomics evaluations. Ergonomics reports will be provided upon request to the SRB and the International UAW Servicing Representatives. The status of the ergonomics process at the plant will be reviewed at the SRB meeting. Discussions concerning significant problems or roadblocks will take place at these meetings.

The parties agreed to jointly develop a process for the use of outside consultants in situations where in-house efforts concerning reduction of job EMSDs are not successful. The consultant's reports will be made available to both the LJHSC and the International UAW Servicing Representatives upon request.

Based on the results of the job analysis program, the plant shall implement feasible measures to control EMSD risk factors. The LJHSC, in conjunction with input from the workers, engineering, supervision, skilled trades and others, will make recommendations for corrective actions in accordance with the current ergonomics process. Once it is determined through the agreed upon ergonomics process that a job requires correction, recommendations for corrective action will be developed using the results of the plant's current analysis tools. The UAW and the Company will

develop jointly an Ergonomics Machinery and Equipment Guidelines that may be referenced for information regarding areas for potential improvement. These guidelines will undergo revisions as deemed appropriate by the joint parties. A good-faith effort will be made to accomplish correction of identified EMSD hazards at a particular job or workstation within six (6) months after the LJHSC determines that corrective action is required. The parties acknowledge that there may be times when it may take longer than six (6) months to make the proper correction, and those reasons need to be documented. The corrective action will include any combination of the following:

Engineering controls such as design, selection, location and orientation of tools, parts and equipment will be used. Administrative controls (e.g., job enlargement, job rotation, and appropriate job assignment) will be used in the following manner: as interim abatement measures pending engineering changes, when engineering changes are determined to be insufficient to significantly reduce the EMSD stressors, and in those instances when an administrative control is the most effective fix among the possible choices for corrective actions.

Where it is necessary to wait up to six (6) months or more for the implementation of engineering controls, administrative controls will be implemented within a week to provide immediate, even if less effective, relief from ergonomic hazards.

The SRB will monitor the corrective actions being implemented and any unresolved issues or concerns can be referred to the LJHSC.

The UAW and the Company will inform and instruct affected employees on the controls implemented at their workstation and how they are to be used.

The facility will maintain documentation of modification activity, including the job or workstation identified for modification, number of employees affected, the nature of modification, the projected completion date, the actual completion date and, where available, the cost of the modification when completed.

The Company will include “ergonomics” in their planning process and this information will be available to the LJHSC.

The Company recognizes the importance of identifying and addressing ergonomic issues early in the development process and values the importance of receiving input from site ergonomic personnel. Input from the LJHSC on ergonomic issues and practices will be provided to the design process at the earliest appropriate planning/design stage. This will include new technology, new products and new processes.

A Response Process will be encouraged by all levels of the plant's supervision, the LJHSC and the Medical Department Staff to report early signs and symptoms of EMSDs to the plant's Medical Department. An Ergonomics Evaluation Process will be developed and implemented within 90 days. This Ergonomics Evaluation Process will be applied to all jobs meeting any of the following criteria: ergonomics-related occupational medical visit, ergonomics-related Worker Compensation and work-related sickness and accident data, or referral to the LJHSC. A list of jobs in the process will be maintained relative to the above inputs. Joint job analyses will be conducted using the Risk Factor Checklist, as a first level screening. A good-faith effort will be made to conduct the Ergonomics Evaluation Process within two (2) months of when a job is identified by the above

noted criteria. Job analysis and redesign will include input from employees whose jobs are affected. All jobs where controls are implemented and/or corrective actions are completed must be re-analyzed to confirm sufficient reduction of risk factors.

The supervisor will provide the Response Process form to employees upon request and will encourage them, during their safety talks, to utilize the process. Completed forms will be forwarded to the LJHSC.

In order to identify elements of skilled trades jobs that require necessary ergonomic interventions, the UAW and the Company will jointly develop a Skilled Trades Interview Form to effectively and efficiently analyze skilled trades jobs. The Skilled Trades Interview Form will be used when additional information is required and not contained in Response Process and/or Risk Factor Checklist.

The Company and UAW will provide training for the LJHSC as well as other resources responsible for conducting the ergonomics process. This training may include Practical Ergonomic Training (PET) with the understanding that any person receiving PET may conduct a first level job analysis using the Ergonomics Risk Factor checklist. The Company's ergonomics design guidelines will be developed and included in training for the LJHSC.

An Ergonomics Awareness Education and Training Program will be provided for newly hired employees as well as employees returning to work from an extended leave, who have not received awareness education and training previously.

All newly hired and transferred employees will be informed on the proper use of the tools and equipment required to be used in the performance of their assigned duties.

The Company shall annually review with employees the application of ergonomic principles to the prevention of EMSD on their jobs during regular jointly developed and delivered safety talks.

The parties agree to maintain a Medical Management Program for the early detection, evaluation, and treatment of EMSDs. The Medical Management Program will provide common medical practice guidelines for patient evaluation and treatment, follow-up, workplace walk-throughs, and restricted work placement.

The Company agrees to implement an EMSD Education and Training Program for all personnel (including contract personnel) that render medical services related to EMSD. The introduction in this training shall include the effect of poor job design, identifying problem jobs, and potential solutions based on ergonomic stressors. This training shall also include medical instruction and early recognition, evaluation, treatment, and prevention of EMSDs. All medical personnel (including contract personnel) will receive EMSD education and training prior to rendering medical services related to EMSD. The Medical Department will ensure that appropriate EMSD training has been provided and the International Union, UAW may review their training plans upon request.

The Company may authorize Medical Department personnel to attend education and training conferences that address EMSDs.

The Company will audit a random sample of medical records, Workers Compensation reports, and work-related sickness and accident data to verify the OSHA 300 log is correct.

**Section 14.15. Health and Safety Training.**

The Company shall continue utilizing and updating its health and safety training programs. The UAW and the Company Health and Safety will also develop additional health and safety training programs to enhance employees' skills and abilities to perform their jobs in a safe manner. The LJHSC will be responsible for identifying employee job-related health and safety education and training needs.

The LJHSC shall be involved in identification of what health and safety training is needed and appropriate for their location, including jointly developed monthly safety talks.

A local training needs analysis will be conducted at the plant. Based on this analysis, a comprehensive training plan consistent with the local site initiatives will be developed, and the necessary resources will be identified as part of the business planning process to provide such training. The Plan will specify target audiences, recommendations for completion dates, class size, and methods of delivery. The Plan will be reviewed by the SRB, and may be reviewed by the NJC, to ensure consistency with OSHA, EPA, and other applicable Consensus Standard requirements. The LJHSC shall be responsible for monitoring the progress of their local training plan.

The Company will continue to provide training resources. The LJHSC will direct and oversee the development and administration of required training courses, including those developed by outside contractors. These courses will be deployed only after LJHSC approval. The LJHSC, with input from the SRBs, will establish the appropriate selection criteria for site health and safety trainers. Trainers selected will receive necessary instruction in conducting the specific training. Hourly site trainers will be selected by the LJHSC.

In addition, materials to be used in the observance of Workers' Memorial Day will be provided for review with all employees.

The International Union, UAW Health & Safety Department reserves the right to provide Health and Safety training identified or needed prior to the Company outsourcing any applicable Health and Safety training at Ultium Cells, LLC.

The International Union, UAW and the Company jointly agree that Health and Safety training programs are integral to the success of the Company. In addition, the parties agree to add training as new technology and methodology becomes available.

T-3 Trainers will be appointed by the LJHSC to deliver current and relevant safety information in their classes for both hourly and salary employees of the Company. The UAW and the Company will jointly update health and safety programs. The Company will establish additional training requirements for UAW and Company Health & Safety representatives based on the needs of the plant.

#### **Section 14.16. Safety Training for Chairpersons of Shop Committees.**

The Chairperson of the Shop Committee may, upon request, attend training or instruction programs provided by the UAW and the Company.

In addition, the Company advises that employees who wish to enroll in courses of instruction relating to industrial health and safety at approved educational institutions will be eligible to apply for tuition refund for such courses subject to the terms and conditions of the Company's Tuition Reimbursement Program.

#### **Section 14.17. Lockout-Energy Control Policy.**

##### *Lockout*

The UAW and the Company discussed their mutual concern regarding fatalities and serious injuries to employees, including operators, performing repair, service and maintenance activities on machinery and equipment. The parties agree that the Company's Lockout — Energy Control program must be universally implemented and enforced throughout the plant. To be effective, the parties affirm that the elimination of the potential for injury from hazardous energy is critical to worker safety.

It is the policy of the Company and endorsed by the International Union, UAW that:

Lockout is required where employees may be exposed to hazardous energy which could cause injury. Exposure means that the employee is in a position to be injured by released energy.

Where an employee is exposed to potential injury from expected machine energy/motion, the exposure must be eliminated. If the exposure cannot be eliminated, the machine will be locked out.

The plant will maintain an effective Lockout Energy Control program which will apply to all employees, based on safety standards and training.

##### *Safety Control Systems (SCS)*

The UAW and the Company recognize the importance of designing processes and equipment with effective health and safety controls that meet OSHA and other applicable Consensus Standards. Therefore, the parties agree to integrate Safety Control Systems (SCS) where motion hazards are present into the Lockout Energy Control procedures. The fundamental process begins with performing an initial Task Based Risk Assessment (TaBRA) on any process where SCS may be appropriately used.

The use of these systems, when integrated into the existing Lockout Energy Control procedures, can further reduce or eliminate the risk of exposure to employees. However, it is understood by the parties that Lockout must still be performed whenever the exposure cannot be controlled or eliminated as determined by the TaBRA process and as identified on the SCS placard. Any changes in the SCS or other Lockout processes must be approved by the Local Joint Health and Safety Committee and communicated to all affected employees, including skilled trades, to ensure compliance prior to implementation.

### *Lockout/SCS Placards*

The Company has identified a common tool to generate a common lockout placard for new, relocated machines and equipment. The tool will also be used to update existing placards into the common placard template whenever machinery and/or equipment is modified.

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

#### **Section 14.18. Bus Plug-In Units.**

The parties agree that, whenever possible, the practice of installation or removal of busway plug-in units will be performed with the busway de-energized and identified as high risk. This practice supports that all bus plug-in units shall be installed and/or removed with the bus duct in an electrically safe work condition (ESWC).

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

#### **Section 14.19. Refusal of Hazardous Work.**

A worker who has a reasonable belief that their work assignment may result in serious physical injury, including illness, should raise the issue through the process outlined in the Health and Safety Issue Resolution Procedure in Section 14.2.

Should technical consultation be requested by the supervisor or committeeperson, the LJHSC will be notified to respond before further action is taken. In line with Section 23.5(N), upon joint recommendation, the machine or operation will be taken out of service to perform any and all corrective action.

Failing resolution of the matter, it may be taken up in accordance with the Memorandum of Understanding on Health and Safety, Section 14.8.

#### **Section 14.20. Improvement of Medical and Industrial Hygiene Services.**

The local UAW and the Company will jointly select and hire appropriate consultants for health and safety services. The Union will be informed in advance and be provided with an account based on specific legitimate requests regarding qualifications of the consultant(s) engaged by the Company.

The LJHSC will be informed regarding the engagement of consultants to provide industrial hygiene and safety services. Qualifications of such consultants will be provided upon request. Reports prepared by such consultants will be provided to the LJHSC and the NJC, upon request.



In addition, the Company will provide a list of consultants under corporate contract for industrial hygiene services to the NJC and update the list when changes are made.

Management in conjunction with the LJHSC will assess the need and, where required, develop and implement an air sampling plan. Such plans should be reviewed and implemented on an appropriately scheduled basis. Reports of industrial hygiene and noise measurement surveys will be provided to the LJHSC who will provide it to the co-chairs of the NJC, upon request. The UAW Health & Safety Representatives shall be notified and may assist in the collection of air samples in a timely manner.

#### **Section 14.21. Environmental Control.**

##### *Matters related to the Toxic Substances Control Act*

- A. Subject to the protection of proprietary and confidential business information, immediately following the filing of a Pre-manufacture Notice (PMN) or a Significant New Use Notice (SNUN) with EPA under the Toxic Substances Control Act for a chemical with which UAW members covered by this Agreement may have to work or to which they may be exposed, the Company will provide to the Chemical Control Committee (CCC) and the NJC a copy of PMN or SNUN, including the PMN No. or SNUN No. assigned by EPA.

Prior to commencement of use of any chemical with which UAW members covered by this Agreement may have to work or to which they may be exposed, the CCC shall jointly develop the health and safety procedures for use of that chemical, with assistance from the NJC upon request. Subject to the protection of proprietary and confidential business information, the Company will provide the CCC all information it requests that is necessary to develop appropriate health and safety procedures, including any available health and safety studies submitted to EPA in support of the PMN or SNUN. The Company will attempt to make all such studies available. If the union members of the CCC or the NJC believe that a piece of information is necessary for establishing health and safety procedures and the Company claims a legal reason [whether under US or Korean law] for not providing such information, the Company shall provide to the Union a specific citation to the legal provision covering that piece of information and specific evidence that the requested information is covered by the legal provision in question.

##### *Other EPA related matters*

- B. Environmental information and reports, which are required to be reported to the Ohio Environmental Agency, the United States Environmental Protection Agency, and/or other related agencies and involve matters that affect the health and safety of employees, including but not limited to all reports related to environmental remediation projects and spills or releases that are subject to government reporting requirements will be provided to the LJHSC. The LJHSC will forward such information to the co-chairs of the NJC upon request.

#### **Section 14.22. Periodic Joint Audits of Sites.**

The International Union, UAW and the Company agree that a formal system of performance review is an effective means of obtaining and re-enforcing compliance with established health and

safety requirements. The LJHSC and the Joint Champions shall evaluate the standards and elements within the joint safety system to validate effectiveness annually. The NJC can review the audit findings, upon request. The purpose of the audits is to review the effectiveness of health and safety activities reaching the operations level and being implemented across the workplace. The parties also agree to develop methods to assure the process is consistently applied and delivers measurable results. Additionally, the parties shall develop as part of the Safety Review Board Process a method to address repeat audit findings for identical deficient conditions found on consecutive audits.

The International Union, UAW and the Company will establish a joint review team to conduct such reviews annually. The dates, itinerary, processes, and timelines will be established by the LJHSC.

The team will meet with the Plant Director, Shop Committee Chairperson and the LJHSC before beginning the performance review and have a closing conference upon completion of the on-site review. The finalized report will be prepared and sent to the site, International Union, UAW Health and Safety Department and the Company Leadership within thirty (30) days of the review. Following the finalized report, the LJHSC, after review by the Key Four, will reply, addressing issues contained in the report. A joint review of progress to correct deficient conditions will be performed by the LJHSC and the Joint Champions. Additionally, all such review information shall remain the confidential property of the Company and will not be released without the expressed written permission of the Company.

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

#### **Section 14.23. New Technology/Specifications.**

The Company agrees that all process equipment planned for installation has been specified, ordered and delivered to Ultium Cells-Ohio. The process equipment has been provided under contract from LG Energy Solution under compliance with Korean Law — National Core Technology. The contract that formed Ultium Cells requires the business to protect the process technology intellectual property (IP). The Company must ensure compliance with all applicable laws and rules, including federal, state, and local laws, at Ultium Cells-Ohio.

The parties recognize the importance of the UAW's involvement in identifying health and safety issues.

To promote improved communications regarding such matters, as early as possible and preferably in the development cycle of the planning in the design process and incorporating lessons learned, the parties agree to perform Task Based Risk Assessments (TaBRA) on new equipment and manufacturing systems, and on existing equipment and manufacturing systems where locally agreed to and approved by the SRB. A Task Based Risk Assessment will be performed after the detailed designs are completed on new manufacturing equipment and/or processes. A review of anticipated equipment and/or processes with the shop committee and the LJHSC will be held. The

LJHSC may be required to travel to vendors, sites, or other locations to participate in a design review of such equipment or processes. The UAW will have an opportunity to discuss health and safety and ergonomics concerns with Management and make recommendations designed to improve the equipment and/or processes.

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

The Joint Safety Representatives will have the ability to consult with the site Ergonomics resource before machinery, equipment or processes will be released for production.

The parties discussed a commitment to jointly develop the UAW and Ultium Cells LLC Lockout Procedure Guidelines. These procedures will continue to be reviewed during a UAW and Ultium Cells LLC joint audit and should be reviewed during safety observation tours.

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

The parties will continue their efforts to integrate health and safety into the development process of all Planned and Preventative Maintenance, which includes design and review into the earliest design cycle of any new/retro-fit equipment, processes, or operations at the appropriate level described in Performance Standard 18. A Design-In Team as described in Performance Standard 18 will be established within ninety (90) days of ratification of the CBA.

#### **Section 14.24. Controls of Chemical and Other Exposures.**

Whenever Ultium Cells LLC communicates with EPA regarding a chemical regulated under TSCA, the Company will review that communication with the UAW in advance. The UAW will be a full partner in the submission of pre-manufacture notifications and significant new use notifications under TSCA as well as in the negotiation of Significant New Use Rules and New Chemical Exposure Limits.

Chemical Control Committee, including the union member(s) identified in the Chemical Control Committee, and the UAW will participate in all conversations and discussions held between the EPA and Ultium Cells LLC.

The Company shall follow, through professional industrial hygiene practice and methods, the currently adopted guidelines of the American Conference of Governmental Industrial Hygienists (ACGIH) for Threshold Limit Values (TLV) for Chemical Substances in the work environment. The NJC will review Company Occupational Exposure Limits (OEL's) for assessing employee chemical exposure relating to the most recent TLVs, consensus standards and recommendations in addition to available scientific evidence and other non-mandatory Occupational Exposure Guidelines (OEGs).

The NJC will establish a medical surveillance program. The LJHSC will receive notice of initial work-related medical cases reporting symptoms such as headaches, nausea, skin problems, and respiratory concerns.

When the Company introduces a chemical that requires medical surveillance, it will inform the NJC and provide a draft of the new medical surveillance program for the NJC's review and input. If the UAW believes that a chemical in the facility requires a medical surveillance program, it will inform the NJC and the medical department. In consultation with the medical department, the NJC will make a determination as to whether a medical surveillance program will be implemented.

Medical surveillance for respiratory effects of hazardous fluids will be offered to employees who are exposed to machining fluids in excess of  $1\text{mg}/\text{m}^3$  as an 8-hour TWA. Such medical surveillance will include a standardized respiratory symptoms questionnaire and pulmonary function test. For personnel newly assigned to wet-machining operations, pulmonary function tests will be done once during the first year. Records of laboratory testing and coolant additions will be maintained and made available to the LJHSC upon request.

The Joint Parties agree that prior to implementing new chemical technology/processes and changes to current chemical processes, reviews will be made by the Chemical Control Committee (CCC), including the union member(s) identified in the Chemical Control Committee, for awareness and discussion of safety related issues and/or concerns.

The Joint Parties agree to continue to study the potential health effects of cutting fluids and to determine the need for additional controls where hazardous fluids/chemicals are used. The NJC will devise an action plan and make appropriate recommendations to reduce exposures. If wet machining is introduced, the NJC will discuss what exposure limits are to be achieved.

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

The Company's Industrial Hygiene Program will be reviewed by the NJC. It will utilize the following: a process for an assessment of intermittent exposures in skilled trades jobs and non-routine tasks; and appropriate performance checks, conducted at least annually, on local exhaust ventilation systems to assist in the evaluation of employee exposures. Additionally, ventilation systems will be included in the local planned maintenance program and tracking database.

The LJHSC will receive notice of initial work-related medical cases reporting symptoms such as headaches, nausea, skin problems, and respiratory complaints.

#### **Section 14.25. Access to Data.**

The Company agrees to use its current database that integrates both medical visit information and industrial hygiene data. The Company will provide the necessary training to utilize this database. This will make it easier for the LJHSC to retrieve and analyze injury/illness data. The system will also make it easier to input, retrieve and analyze air sampling data.

Additionally, a joint team of the LJHSC and Company Medical will develop standardized reports containing information used by the LJHSC in carrying out their responsibilities. The team will also ensure that the current or any new system will allow the LJHSC to generate special reports as needed for analyzing injury/illness trends. Reports that include OSHA 300 log data will be available for access by the LJHSC.

A joint procedure shall be established for review of the quarterly audit results of injury/illness records with the LJHSC, by the Medical Department. This medical department audit includes a review of Worker's Compensation cases as part of the current audit of injury/illness records.

In order to monitor the effectiveness of the programs, the parties recognize that all work-related injuries and illnesses must be reported to the medical department as soon as possible. These injuries/illnesses shall be reported in accordance with procedures identified within the Joint Safety System. Further, the Company and UAW will encourage the reporting of near-miss incidents as agreed. The joint parties do not endorse the use of monetary or other tangible rewards for groups or individuals to discourage the reporting of work-related injuries or illnesses. The parties agree that positive recognition for developing improved safety processes or accomplishing improved safety performance can be a valuable tool to continue to motivate managers, supervisors, and workers to keep safety as an overriding priority.

The NJC shall establish a represented employees' mortality registry by a joint process to which it will be done. The process will be developed within six (6) months of this contract ratification.

The Company agrees to identify an exposure database that provides information pertinent to the joint investigation of health and safety issues. The Exposure Registry will be updated on a regular basis as determined by the NJC (historically every five (5) years). The Company further agrees to keep databases up to date and to jointly look for ways to enhance the effectiveness of these systems and the information.

#### **Section 14.26. Noise Abatement/Control Program.**

The joint parties agree that the Company shall continue to maintain a comprehensive Hearing Conservation and Noise Control Program for the purpose of promoting noise reduction. If the LJHSC determines that the noise levels in the plant support the creation of a Noise Control Committee, a Noise Control Committee shall be formed that may consist of representatives from Engineering, Operations, Medical, Industrial Hygiene, Finance, Purchasing, the LJHSC, and others as deemed appropriate by the SRB, such as certain skilled trades personnel and/or other employees. The Noise Control Committee has the responsibility to seek input from personnel in identifying noise sources and potential ways to reduce noise levels. The plant's Noise Control Committee, under the direction of the Safety Review Board (SRB), will utilize the Hierarchy of Controls to develop site noise abatement programs in order to reduce noise levels in areas where hearing protection is required.

The Noise Control Committee will:

- Ensure audiometric testing is performed for employees with noise exposure equal to or greater than 85 dBA as an 8-hour TWA.

- Perform an annual evaluation of the noise abatement plan and provide recommendations for improvement to the Safety Review Board.
- Ensure reports follow formats specified in the Company Occupational Hearing Conservation and Noise Program.
- Ensure new and rebuilt equipment meets the Company Sound Level Specification.
- Identify planned maintenance items related to noise control.

The Company will continue to conduct the annual noise exposure survey and provide findings to the LJHSC and summary noise abatement program findings to the NJC, upon request.

The Noise Control Committee will meet regularly, record minutes, and report quarterly to the SRB regarding progress on the Noise Abatement Plan. The annual evaluation will include:

- Copies of the plant's Noise Abatement Program.
- The number of employees that experienced standard threshold shift.
- The number of employees that are in the hearing conservation program.
- The number of employees at risk of exposure at or above 80 dBA.
- The number of employees at risk of exposure at or above 85 dBA as an 8-hour TWA.
- The number of employees at risk of exposure above 90 dBA as an 8-hour TWA.

#### **Section 14.27. Planned Maintenance.**

The LJHSC and the Joint Champions will identify health and safety requirements for Preventative, Predictive and Planned Maintenance Program. These requirements will include both those that are regulated by government agencies and applicable Consensus Standards and those established in the UAW and Company programs. The LJHSC and the Joint Champions will also ensure local regulations and/or practices currently in effect are included. Safety-related information, such as established safe operating procedures, shall be included in the Planned Maintenance Program (e.g., MAXIMO). All open safety related Planned Maintenance items over 30 days shall be reported at the Safety Review Board monthly.

#### **Section 14.28. Working Alone.**

The parties have discussed the need for a policy regarding the assignment of employees to tasks in isolated locations or confined entry spaces. Anytime an employee is assigned to work alone in an isolated area, the Company has instructed plant Leadership to ensure an appropriate level of personal surveillance. Additionally, when work assignments involve situations hazardous to an employee, appropriate precautions will be taken in accordance with safe work practices, including air sampling and ventilation, when necessary, communications systems, personal surveillance arrangements and, as required, adequate support personnel. When an employee brings to

Management's attention a situation where they are reasonably concerned that their safety is jeopardized because they are working alone, Management will provide a copy of an applicable written Safe Operating Procedure to the employee detailing precautions to take to perform the task safely. If one has not been developed and reviewed, Management will give the employee job instructions to perform the task safely and make a written request to the LJHSC for the development of Safe Operating Procedure. Safe Operating Procedures will be developed by a cross functional group, including the LJHSC, maintenance teams, engineers, supervisors, and others and will be reviewed by the SRB at the next regularly scheduled meeting. This will not change or restrict any mutually satisfactory local practices.

#### **Section 14.29. Joint Skilled Trades Safety Teams (JSTST).**

The International Union, UAW and the Company agree that a Joint Skilled Trades Safety Team/Committee will be established within ninety (90) days of ratification. The International Union, UAW and the Company agree that a collaboration on improving the safety of skilled trades work is important. The SRB will establish a JSTST.

The goals of the JSTST are to assist the site SRB in creating and maintaining the right skilled trades safety culture; leverage the collective experience, expertise, and capabilities skilled trades workers through management commitment, peer leadership, participation, and teamwork; and fully integrate safety as an inseparable part of every job and ultimately eliminate injuries and incidents. This initiative relies upon each worker becoming a stakeholder in the hazard control process and being empowered to take responsibility for their own safety and the safety of others.

This endeavor is clearly focused on a skilled trades culture where the same pride and competence exhibited when it comes to performing their jobs is integrated into their role in preventing incidents and making the site safer for everyone. Skilled trades workers develop outstanding observation and troubleshooting skills and techniques when it comes to finding and fixing the problems on the site floor. The International Union, UAW and the Company agree we need to cultivate that same skill level and attitude when it comes to recognizing hazards and implementing control measures. Moving beyond their present mastery of safety procedures and protocols, the workers will develop expertise in hazard recognition and control.

There are several essential objectives required to achieve our goal:

- Establish a clear and unmistakable commitment by all skilled trades supervisory personnel to the safety of their employees and the participative process.
- Develop and utilize a comprehensive hazard recognition and control skill set for the skilled trades workers and supervisors.
- Integrate peer expertise into the safety leadership model to create a new composite in recognition of the important potential safety contributions and innovations of the workers.
- Within the skilled trades organization create a “team” environment where everyone shares the responsibility and accountability to make safety the overriding priority.

- Establish a clear and unmistakable commitment by the site leadership and local union leadership to the goals and objectives of the Joint Skilled Trades Safety Team.
- Create a work environment where skilled trades employees will readily report near miss incidents for the purpose of preventing injuries to themselves and their fellow workers.
- Create a work environment where skilled trades workers will take immediate action to prevent an injury when observing an unsafe situation.

**Section 14.30. Emergency Response Teams.**

During these negotiations, the parties discussed certain issues related to Emergency Response Teams. The International Union, UAW and the Company will establish guidelines for Emergency Response Teams. The parties agree that the SRB will ensure that an emergency response plan is in place which addresses all Emergency Response Team (ERT) basic training, concerns, and situations specific to their site. The Company will highly encourage employee participation on Emergency Response Teams. Furthermore, the SRB will offer ERT first responders training pursuant to the Company's Medical Policy. This will not change or restrict any mutually satisfactory local practices that exceed these requirements. The Company will provide adequate chemical and medical response equipment for the Emergency Response Teams at the plant.

**Section 14.31. Contractor Safety.**

When the Company provides outside contractors, vendors, or OEM's, the International Union, UAW and the Company agree Health and Safety policies and procedures and relevant UAW and Company Health and Safety work practices will be followed. The LJHSC will identify procedures for contractor safety and provisions for protecting the UAW and the Company employees during contractor work. The contractor's Job Site Safety Plan will be reviewed prior to commencement of on-site work, and work activities will be periodically monitored thereafter for compliance. Additionally, the Company requires that construction or maintenance contractors comply with applicable Federal, State, applicable Consensus Standards and Municipal Health and Safety regulations.

Where the nature of the construction or maintenance work requires that contractor employees work in proximity to UAW and Company employees and the project and activities are likely to adversely impact the health and safety of UAW and Company employees, the Company will require, as a condition of the construction or maintenance contract, the contractor's commitment to abide by UAW and Company Health and Safety work practices. The Company has also agreed to continue to report contractor incidents, including serious injuries and near misses, to the UAW.

The Joint Safety Contract Management Champions and the SRB will monitor contractor safety activity to ensure compliance.

The LJHSC will jointly develop a process to allow the ability to Request to Unlock Safety Tasks (RUST) and controls within the PLC. These changes must be reviewed and approved by the LJHSC. All Safety PLC passwords must be maintained by the Joint Safety Representatives at the UAW and the Company.



### **Section 14.32. Engineered Nanomaterials.**

Regarding the health and safety of workers exposed to engineered nanomaterials in the workplace, the parties affirm the importance of timely hazard communication and addressing known risks, if any, early in the production process.

The Company will continue to seek to identify any chemical materials and parts containing engineered nanomaterials whose handling, while processing, may create a hazard, e.g., grinding, sanding or spraying. To the extent hazards are identified, such information will be shared with the LJHSC as it becomes available, and the International UAW as requested. Where known hazards, if any, are identified, the Company will inform affected employees, as soon as practicable, of known risks and symptoms of exposure and methods of protection related to the identified materials or processes. With respect to joint efforts relating to identification of known hazards relating to engineered nanomaterials, where such hazards are identified, formal progress reports will be shared with the LJHSC on a quarterly basis, if not sooner. Training programs for engineered nanomaterial hazard recognition, control methods and sampling techniques will be delivered as part of regularly scheduled health and safety training to appointed UAW Health and Safety Representatives within the first twelve months of this contract period.

The joint parties will work to draft a UAW — Ultium Cells LLC Audit Technical Standard addressing exposure assessment and control of engineered nanomaterials within twelve months and, thereafter, revised as needed when new information becomes available. Once developed, the parties will discuss implementation of the standard with the NJC.

Based on these efforts, to the extent the National Joint Parties agree necessary or appropriate, exposure assessments will be conducted jointly by Ultium Cells LLC Industrial Hygiene and Lead UAW Health and Safety/Industrial Hygiene Representative appointed with oversight provided by NJC.

### **Section 14.33. Health and Safety Conference.**

The parties agree to attending the International Union, UAW Health and Safety Department's annual conference which would benefit the Company, UAW Safety Representatives, and T3 Trainers at Ultium Cells, LLC. This training provides a variety of training related to new technology, OSHA 30 training, de-escalation and conflict resolution, ERT training, (such as confined space, fall protection, and fire extinguisher training), and all necessary trainings to perform their duties provided by the UAW or Ultium. The Company would identify two individuals related to safety, at a minimum. The compensation related to the training and travel will be paid by the Company.

## **ARTICLE 15 — SKILLED TRADES**

This Skilled Trades Supplemental Agreement, referred to herein as the “Supplement” is made and entered into on (month\_, 2024, by Ultium Cells, LLC located at (names) referred to herein as the “Company” and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW) and its Local 1112, referred to herein as the “Union.”

This supplement shall be binding on both the Company and the Union and shall be faithfully performed by each. The parties recognize that an approach to labor-management relations that promotes cooperation, mutual trust, and good faith must be implemented if our goals are to be reached.

**Section 15.1. Skilled Trades Supplement Preamble.**

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

Among the important topics that the Company and the Union will work toward together include Skilled Trades, health & safety, overall effectiveness, quality of work-life, working conditions, job security, Company competitiveness, and product and service quality.

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

A Skilled Trades Advisory Committee consisting of the appropriate Company and Union representatives will meet every month or as needed, on company time, to discuss matters pertaining to this Supplement and the implementation thereof.

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

In recognition of these principles, the parties agree to the following “Supplement”:

Skilled Trades Advisory Committee (“STAC”)

The Company facility director and the Union Chairperson will serve as ex officio members of the STAC. They will select the maintenance leadership for the committee for their respective organizations.

The STAC will be composed of three Company and three Union members, including two Company maintenance leaders and a Company Apprentice Representative, and a Union Committee Skilled Trades Maintenance Leader, A Union Committee Member Knowledgeable in Skilled Trades, and a Union Apprentice Representative who will be focused on upskilling, reskilling, and apprenticeship responsibilities. Additionally, the maintenance leadership of the committee may add any other Subject Matter Experts (SMEs) deemed appropriate as defined by the committee, including SMEs needed to supplement the apprenticeship program periodically shall be added as appropriate.

## **Section 15.2. Skilled Trades Teams.**

The Union and the Company recognize that the plant's ability to be competitive is contingent upon improving the effectiveness, flexibility, empowerment, stability, and job security of the Skilled Trades workforce. The parties agree that this will be applied in a manner that supports our mutual objectives to manufacture products safely at industry leading quality, cost, and timing levels while enhancing the rights, dignity, and empowerment of UAW Skilled Trades workers.

The parties agree to provide an organizational culture that will serve the needs of our UAW-represented skilled employees and provide our customers with continuous improvements in product quality and value.

The parties agree that this approach can best be accomplished through the formation of Skilled Trades teams established on the basis of qualified and knowledgeable Skilled Trades utilizing the "first person in" concept of work assignments in the teams. This concept recognizes the importance of matching needed core skills with the tasks. Collaboration amongst the various trade groups supporting each other is a crucial part of leveraging their collective knowledge and experience for continuous improvement activities. Other considerations toward fostering collaboration will include common tasks (example: a mechanical task common among the mechanical group's core skills and area or department proximity). The concept of helping hands will be employed where core skills do not preclude a person from assisting cross trades due to safety concerns. Each team may have a Crew Leader (as detailed in Section 15.4) who will directly report to a Skilled Trade knowledgeable supervisor.

The Skilled Trades are often faced with novel and complex tasks. It is expected that they will be encouraged to pause their efforts and seek assistance from their area SMEs (example: Production Crew Lead, Skilled Trades Crew Lead, Safety Representative, or Supervisor) when situations arise that pose a risk that is unaccounted for, or in cases of indecision about such a task.

Any work assignments that are not routine in nature will be required to utilize a pre-task analysis approach, including a collaborative and plan-oriented execution of the work, and a detailed post task analysis to capture lessons learned and share experiences. The pre-task analysis process will be jointly developed with the input of the Skilled Trades. The Skilled Trades will lead the process culminating in sharing of knowledge and experience about the best and safest ways to perform the work. The STAC will identify the pre-task planning material and facilitate ongoing improvements to the process with Skilled Trades input.

Central to the team approach are interdependent highly trained teams and supervisors that meet regularly to discuss issues affecting the team, its work, and the work environment. Team meetings will be held weekly, or as needed on Company time, and the meetings will focus on safety, product quality, training, cost, quality of work-life, mitigation of risk, what elements of their normal work might have drifted close to safety margins, and other issues that are within the team's ability to address. It is expected that leadership will take this opportunity to share principles that will guide the work and ensure that every Skilled Trades worker returns home safely to their families every day. Among the most important organizational principles is the expectation that no employees sustain serious or fatal injuries. Another important organizational principle is the importance of learning, and fluent, transparent collaboration at every level of the organization.

The parties commit to supporting the team approach and agree to create an environment where everyone's energy is directed towards personal achievement while supporting both the Company and Union mission. It is expected that each employee's sense of job security, personal responsibility, achievement, and quality of work-life will increase as they participate more in decisions that affect them and the equipment/processes they install, commission, repair, service, and deconstruct.

### **Section 15.3. Skilled Trades Work Assignments.**

Skilled Trades work assignments will follow the premise of utilizing core skills and be established separately within the following Occupational Groups:

- Electrical Occupational Group
- Mechanical Occupational Group

Those employee(s) whose qualifications and experience indicate that they were employed in the electrical field will be assigned to the Electrical Occupational Group. Those employees whose qualifications and experience indicate they were employed in other mechanical Skilled Trades fields will be assigned to the Mechanical Occupational Group.

The concept of collaboration will also be employed where special skills or knowledge does not preclude a person from assisting cross trades due to safety concerns. While it is often beneficial for an electrical and mechanical team members to collaborate and support each other for tasks such as troubleshooting, core skills shall always be considered when performing work. The concept of collaboration is not intended to be used as a backfill for other skilled trades positions across classifications.

### **Section 15.4. Skilled Trades Crew Leader.**

The Skilled Trades Crew Leader position will be a bid position. The bid process will be detailed by the STAC within ninety (90) days of the ratification of this Agreement. The duties of the Crew Leader will encompass scheduling, job coordination, spare parts ordering (as directed by Part Leaders), safety risk planning, standardized work development, and other related duties, as assigned. The Crew Leader will not have responsibility for discipline, hiring, firing, overtime equalization or other similar matters, which will remain the direct responsibility of a management employee. Current Crew Leads at the time of ratification will be grandfathered into their current role.

The department will be canvassed for employees who are interested in being considered for the Crew Leader position. Management will post for and select from any of the interested employees for the Crew Leader position using merit, competency, and ability with seniority breaking all ties where merit, competency, and ability are equal.

Crew Leaders are considered working leaders as needed. Concerns regarding conflicting duties will be mitigated by their supervisor with escalation to the STAC if needed.

No employee will be forced into a Leader position; however, volunteers may be obtained.

If during the life of this Supplement the Company contemplates expanding the role of Leader, the parties agree to meet to negotiate the duties, compensation, selection process and other effects relative to the change(s).

#### Crew Leader Deselection

The parties reaffirm their commitment to enabling and supporting selection of quality Skilled Trades Crew Leaders. In recognition of the value this position brings, every effort will be made to maintain their service as a Leader.

If a direct supervisor of a Crew Leader believes a leader is in need of guidance/mentoring, they will ask the STAC to review any concerns and conduct mentoring accordingly. Ongoing concerns will be addressed by Human Resources (HR) and deselection determinations made at HR's reasonable discretion based on merit and ability concerns. Concerns regarding Selection or Deselection may be the subject of the grievance procedures.

Crew Leaders may use their Date of Crew Leader selection to exercise shift preference, in accordance with the Shift Preference Article, by bumping an existing less senior employee (Crew Leader), or once a newly selected Crew Leader has established 90 days on the job.

#### **Section 15.5. Skilled Trades Seniority.**

Seniority as provided for in the Agreement shall apply to Skilled Trades.

#### **Section 15.6. Skilled Trades Shift Preference.**

Shift Preference as provided for in the Agreement shall apply to Skilled Trades.

#### **Section 15.7. Skilled Trades Reduction in Workforce / Layoff and Recall.**

Reduction in Workforce/Layoff and Recall as provided for in the Agreement shall apply to Skilled Trades.

#### **Section 15.8. Skilled Trades Vacation Scheduling.**

Vacation Scheduling as provided for in the Agreement shall apply to Skilled Trades.

#### **Section 15.9. Skilled Trades Occupational Groups.**

Skilled Trades seniority is established separately within the two Skilled Trades Occupational Groups by classification at date of entry.

Skilled Trades employees will fall within the Occupational Groups defined by UAW apprenticeable Trades as follows:

- Electrical Occupational Group members are defined as Electricians and any other electrical related apprenticeable Skilled Trades and Journey person(s) as so mutually agreed upon in writing between the parties.

- Mechanical Occupational Group members include: Machine Repair, Millwrights, Pipefitters, HVAC Technician, Boiler Operator, and Machinist (collectively work together as “Industrial Mechanics”). The primary production maintenance mechanical classification is Machine Repair. Any other mechanical related apprenticeable Skilled Trades and Journey person(s) shall be mutually agreed upon in writing between the parties.

If an employee is transferred permanently from the production member group to the Skilled Trades group (example: apprenticeship indenturing, credentialed Journey person internal hire), the employee shall establish seniority as a member of the new Occupational Group as of transfer and entry date. External Hiring of properly credentialed Skilled Trades/Journey persons will be given a date of entry as of their date hire. They will be placed at the bottom of the seniority list (last) as of that date.

The two areas designated for Skilled Trades are Facilities Maintenance and Production Maintenance. Seniority will be accrued by the two Skilled Trades Occupational Groups by classification at date of entry.

Opportunities to move between the two areas, Facility Maintenance and Production Maintenance, will be under the following circumstances:

If a Skilled Trades Employee holds a valid Journey person card or the equivalent credentials as listed in this Supplement for the Occupational Groupings/classifications listed herein, they can exercise their seniority to:

- A. Fill an opening created in that area.
- B. Fill a promotional bid in that area (such as Crew Leader).

If the Skilled Trades employee does not have a journey person card in the listed occupational groupings, they must possess the requisite time and experience listed in this Supplement. For non-promotional openings, the Local Apprentice Representatives may evaluate the non-promotional opening opportunity to determine if the current level of knowledge and experience are adequate for the duties required for the opening.

Training opportunities cross departments toward Journey person status will not displace Skilled Trades in the department training is taking place in. Trainer to trainee ratios are best conducted at a level not to exceed 1:1. Where training effectiveness will not be diminished, the STAC may approve a higher ratio. This is not meant for apprentice training which is 1:1.

Skilled Trades employees who do not possess a Journey person card or equivalent will be identified and circled as candidates for further training (upskilling) toward a Journey person card or equivalent credential. This Article establishes a starting baseline and sets forth the pathway for Skilled Trades to establish these skillsets. There will be no reduction in pay or benefits as a result of this baseline. The STAC in consultation with the International UAW Skilled Trades Department will provide guidance on assessment of each circled Skilled Trades employee to place them in the proper level of the designated apprenticeship from a training or upskilling perspective. They will be eligible for upskilling at that point. Similar apprenticeship rate graduations will apply the same

commencing from the placement in the program up to Journeyperson status (topping out) or equivalent.

Any required licenses or certifications beyond the credentials set forth in the Journeyperson card requirements will be facilitated and reimbursed by the Company with no costs to the Skilled Trade employee. Such participation by Skilled Trades will be compensated as set forth in this supplement as part of the Skilled Trades Training portion of the agreement.

**Section 15.10. Hiring Journey Person Externally.**

The Company and the Union are committed to the standards set forth for our Skilled Trades. When Hiring Skilled Trades externally, and where practical, the following qualifications will be considered:

- Completion of a bona-fide apprenticeship program with standards equivalent to the Union/Company Apprenticeship Standards, or
- Eight (8) years of documented experience in the trade, or
- Five (5) years of documented experience in that classification and three (3) years of documented experience in a related apprenticeable classification, or
- Experience and training equivalent to that required in a bona-fide apprenticeship program as set forth above.

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

Where feasible, the Joint Apprenticeship Representatives will be afforded the opportunity to review the candidates' credentials.

**Section 15.11. Bargaining Unit-Included Work.**

Non-Bargaining Unit individuals shall not perform Skilled Trades bargaining unit work except under the following conditions:

- A. In the instruction or training of Skilled Trades employees in unforeseen circumstances. (For example: A novel and/or unexpected breakdown that requires special instruction.)
- B. Attempting to improve/tryout methods of production (a Skilled Trades bargaining unit member can be present).
- C. Subject Matter Expertise in Problem resolution (a Skilled Trades bargaining unit member can be present).

It is understood that all efforts will be made to use alternative measures such as overtime and the calling of employees before the Supervisor determines that they need to temporarily supplement the hourly Skilled Trades workforce in unforeseen circumstances. These provisions will not be used to circumvent the Skilled Trades staffing.

### **Section 15.12. Skilled Trades Training.**

Due to the unique circumstances facilitating two Occupational Groups and the need for flexibility of skilled assignments, the Company agrees that it will provide and compensate for all costs associated with technical training as required by the facility training plan. Any required licenses or certifications required as a result of this training will be covered by the Company. Any applicable shift premiums, or other premiums as set forth in the agreement will be paid as part of the training. Training shall be during the assigned shift, where possible. The purpose of this training will be to help the Skilled Trades employees maintain and enhance their core skills, establish new skills through upskilling, and update safety awareness and knowledge. The STAC will discuss and concur with an appropriate training plan for each year of the agreement.

In cases of new technologies, equipment, and processes, the Company will provide training and hands on experience to efficiently and safely implement new technologies, equipment, and processes into the plant.

Every attempt will be made to allow Skilled Trades to attend training. In the case of unforeseen circumstances such as emergency breakdowns it may be necessary to reschedule trainees for training. If a Skilled Trades employee(s) is denied the opportunity or is removed from training, then rescheduling of said employee(s) will, to the extent possible, become a priority. The Company may utilize a process of Training a qualified Skilled Trades person (T3) to train others on their team where possible/practical.

#### *Internal Trainers*

If, in the Company's and Union's judgment, a Skilled Trades person is qualified to conduct technical training, the tradesperson may be asked to volunteer to provide such a service. STAC will concur on the selection and give the recommendation to the Plant Chairperson and H.R. Manager for approval, and may be further trained to deliver such training. Developing internal trainers is desirable and mutually beneficial. Internal training templates for creating certified trainers will be jointly developed. They will detail content and delivery expectations for the subject matter.

Material related to training content will be given to participants or made available electronically with easy access for those who can use electronic formats.

### **Section 15.13. Journeyman Development and Upskilling.**

#### *Upskilling Program Implementation*

- A. The Company and the Union agree to empower the STAC to investigate and implement the Upskilling Program through the Apprentice Representatives. The Committee shall meet on a regular basis to assess the training needs, develop flexibility/versatility charts for evaluation of skills sets, identify relevant training opportunities, and ensure the effective execution of the program. The commitment (cadence and timing of pathway completion) to help candidates attain Journey card or equivalent status will be balanced with the impact on operations and the availability of external and internal training resources.



- B. The Upskilling Program shall focus on providing comprehensive training that aligns with the specific needs of the Company and incorporates input from the journeyperson employees to tailor the curriculum according to the corresponding classification.
- C. The Upskilling Program shall be flexible and accessible, utilizing a combination of in-house training, external training, online courses, mentoring, and other appropriate methods to accommodate diverse learning styles and preferences.

*Eligibility*

- A. All current Skilled Trades employees who have not attained Journeyperson or equivalent status and who express an interest in participating in the Upskilling Program shall be eligible. Two paths for attaining Journeyperson or equivalent status will be available: a bonafide apprenticeship, or 8 years of on-the-job experience with designated core skills to be attained.

*Compensation and Benefits*

- A. Skilled Trades employees opting for participation in the Upskilling Program shall receive compensation during training hours as per the current Collective Bargaining Agreement.
- B. The Company shall bear the cost of all training and educational materials approved by the STAC as part of the Company training plan, including tuition fees, books, and other necessary resources.
- C. Upon successful completion of the program, Skilled Trades employees shall be entitled to appropriate recognition, including Journeyperson certification and any wages or bonuses for achieving Journeyperson or equivalent status, and if the Skilled Tradesperson qualifies, he/she may apply for their Journeyman Card through the International UAW Skilled Trades Department.

*Evaluation and Review*

- A. The Upskilling Program shall be subject to regular evaluation to assess its effectiveness and identify areas for improvement.
- B. The STAC Apprentice Representatives shall conduct these evaluations and make necessary adjustments to the program to ensure its continued success.
- C. The STAC Apprentice Representatives shall hold an annual review of the Upskilling Program's performance and make any required modifications to keep it relevant and impactful.

**Section 15.14. Skilled Trades Specific Specialized Protective Equipment.**

There are tasks the Skilled Trades perform that require specific, specialized protective equipment to be used. The Company will provide this equipment at no cost to the employee. The following details specific criteria that will be used in the provision and/or use of this equipment. Replacement

of all identified equipment will be done expeditiously as the useful life approaches being met as indicated by the manufacturers and any applicable standards.

Arc rated suits for electricians as specified by the NFPA 70E standard or equivalent, will be provided, and cleaned properly by the Company after every use. These specialized suits will be conveniently located to promote usage and proper storage.

Inclement weather gear will be provided to each Facilities Skilled Trade employee, who works outside. This gear will be of the high-visibility type to ensure work being done in dark places or at night can be easily identified as a worker performing tasks. An ANSI Green or equivalent color shall be used. Both cold weather and inclement weather considerations shall be accounted for.

The current supply of arc-rated clothing counts will remain unless a fourteen-day supply is requested due to usage concerns/circumstances. Cleaning will be done by the Company on an ongoing basis.

Arc-rated gloves with both rubber and leather pairs will be provided to electricians. They will be inspected per the requirements of NFPA 70E. Any defective or end of useful life gloves will be replaced promptly.

#### **Section 15.15. Maintenance Management Systems.**

A recognized maintenance management system such as “MAXIMO” is critically important to the maintenance and reliability of equipment as well as the health and safety of employees. MAXIMO or an equivalent system shall be used in conjunction with other Company efforts to keep equipment in excellent working order. The system data will be available for access by the STAC upon request. Concerns or suggestions about the MAXIMO system/process will be brought to the STAC. Safety critical work orders will be identified by the joint parties. They will be given a high priority status in the system. The progress of these work orders will be provided weekly to the joint local leadership to ensure they are timely in completion.

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

#### **Section 15.16. Planned/Preventative/Emergency Maintenance (PPEM) Defined.**

- A. Planned/Preventative/Emergency Maintenance (PPEM) refers to a systematic approach to maintenance that involves scheduled inspections, cleaning, adjustments, and replacements to ensure the reliability and optimal functioning of equipment and machinery.
- B. PPEM is crucial for minimizing unscheduled downtime, reducing equipment failures, and extending the lifespan of critical assets within the plant.

### *Skilled Trades Responsibilities*

- A. Skilled Trades employees shall be responsible for conducting PPEM tasks that require technical expertise, specialized training, and qualifications.
- B. Skilled Trades shall perform complex inspections, repairs, overhauls, and calibration of equipment and machinery, following established maintenance procedures and safety protocols.
- C. Skilled Trades shall also be accountable for maintaining accurate records of completed PPEM activities, identifying potential issues, and providing feedback to improve maintenance processes, using MAXIMO or an equivalent system.
- D. The Skilled Trade data generated will not be used in any way for punitive purposes. It is understood that team members are accountable for their work.

### **Section 15.17. Tools and Equipment Provisions.**

The parties reaffirm their commitment to providing the proper tools for Skilled Trades to perform the required work. A toolbox and base tool set is provided upon onboarding. A request for additional specialty tools as identified by the Skilled Trades as needed to achieve an efficient and safe means of task completion may be submitted to the STAC for review and approval.

In the event a locker or toolbox has to be opened by management, a Union committee person or representative will be present throughout the process.

### **Section 15.18. Skilled Trades Maintenance Shops.**

The STAC will evaluate the minimum number of Skilled Trades Workshops per area (Facility and Production Maintenance). It will also consider the design and equipment. Consideration for current and future business needs is critical in locating any maintenance shops. The STAC will facilitate input on the design of the facility workshop which is projected to be completed within six (6) months after ratification of this Agreement.

**Section 15.19. Skilled Trades Safety and Health Learning.** The parties agree that safety and health are of utmost importance. The Company shall continue to make provisions for the safety and health of its Skilled Trades employees during hours of work and the Union will cooperate with and support the Company's efforts to eliminate accidents and health hazards.

An employee is required to report a work-related illness or injury to his supervisor immediately. The Company will pay an employee's lost work time if she/he requires off-site medical care on the day that she/he reports a work-related illness or injury. Reporting must be welcomed and encouraged by management. All events/injuries of a serious nature must be approached with a learning attitude by management. Learning context from the experts of the work (Skilled Trades). The goal is to prevent reoccurrence. Understanding the context of the work, and why actions made sense in the moment is crucial. The Company shall create an environment that enables reporting and transparent learning by creating a culture of safe inquiry.

The Company will provide first aid facilities and a qualified person to administer first aid to the extent necessary for adequate care of employees on regularly scheduled shifts.

**Section 15.20. Troubleshooting Training.**

The Company and the Union recognize the unique risks and challenges Skilled Trades Employees face while troubleshooting equipment. Within 180 days of the agreement, the Company will initiate a Troubleshooting Training development pilot strategy. This can include engaging a third-party instructional design company who can work with the Skilled Trades employees to outline the content of the training. Content will be centered around general troubleshooting techniques, and the use of available technologies to safely perform the tasks. It is not intended that equipment documentation will be shared with development vendors as part of the development. This training can be delivered annually to all Skilled Trades by internally certified/qualified trainers. Training content can include plant equipment risks, and the general risks included with the act of troubleshooting. Benchmarking can take place where available to review best practices.

Additionally, the Company will work with Skilled Trades to identify and consider new technologies and safe troubleshooting tools that will assist in high-risk troubleshooting activities. This may include robotics, drones, portable vision systems, etc.

**Section 15.21. Chemical Awareness and Safety Training.**

Due the nature of the operations, a Skilled Trades chemical safety training module will be developed to be delivered annually to all Skilled Trades including apprentices. The content will be based on task and unique condition exposure potential indicative to Skilled Trades work, including plant/operations specific scenarios. Internal trainers can be considered to deliver this training on an ongoing basis.

**Section 15.22. Outside Contracting.**

During these negotiations the Company and the Union discussed the need to balance Outside contracting certain work with the desire to recognize and utilize the valuable skills and ability of the Skilled Trades workforce for all work that is feasible for them to do. In some instances, work is contracted due to circumstances that preclude Skilled Trades from performing the work as detailed below.

Consistent with Ultium's and the current industry practices, the Company intends to outside contract building construction projects. While new installation projects, including commissioning, of large production equipment will be contracted, the outside contracting checklist will be utilized to determine any appropriate opportunities for the Skilled Trades to participate in those types of projects. Factors such as: very high-risk work, special training certifications and regulations, project complexity, purchase of new production equipment, significant modification to processes involving cell chemistry and form, and workforce logistical challenges, will be used to determine contracting needs.

With regard to Commissioning, the Company believes that this work provides learning and training opportunities for our Skilled Trades. The elements of electrical debugging, powering equipment on, Safety circuit checks, and Input/output (I/O) checks provide unique and valuable

opportunities to learn new equipment. The Company commits, where feasible, to assigning the appropriate Skilled Trades workers during these critical time frames to work with outside personnel. Other opportunities for learning during commissioning will be utilized as identified.

Changes in the size, skills, and certifications of the Skilled Trades workforce will be considered in future discussions. Where circumstances warrant further dialogue to assess the Skilled Trades doing work, the Outside Contracting Checklist will be utilized.

**EXHIBIT  
OUTSIDE CONTRACTING CHECKLIST**

The Following Outside Contracting checklist has been agreed to by the parties for use as a planning tool to ensure that relevant factors related to Outside Contracting are fully considered prior to a contract being led to an outside contractor.

Advance Notification and Clearance Procedure	
Please place a check in the “Fully Considered” column after each factor is considered.	Fully Considered
(1) Provide the Union with advance notification in writing prior to letting such a contract (except where unforeseen time and emergency circumstances prevent it).	
a. Describe the project’s general nature and scope	
b. Indicate the estimated trades and manpower that are required.	
c. Provide the approximate dates within which the work is expected to be performed.	
d. State why the services of an outside contractor are being contemplated.	

**OUTSIDE CONTRACTING CHECKLIST**

Advance Notification and Clearance Procedure	
Please place a check in the “Fully Considered” column after each factor is considered.	Fully Considered
a. Are peculiar/specialized skills involved?	
b. Is specialized equipment not available?	

c.	Are there other reasons, such as economics of scale, which can be realized because specialized contractors can better perform the work in question?	
d.	Does the volume of construction work preclude the possibility of its completion within the time limits set forth by the Company?	
(2)	Afford the Union an opportunity to comment on the Company's plans within one week of the project review meeting.	
(3)	Consider the Union's comments in light of all attendant circumstances and give appropriate weight to those comments.	
(4)	Plant Engineering Department to evaluate the ability of local plant forces to handle the given project.	
(5)	If Plant Engineering decides it is unable to perform the work in question, advise the local Union and if the Union so requests, a meeting will be arranged by the Labor Relations Team for the purpose of further advance discussion with the Union as to why plant forces cannot perform the work.	

**OUTSIDE CONTRACTING CHECKLIST**

Advance Notification and Clearance Procedure	
Please place a check in the "Fully Considered" column after each factor is considered.	Fully Considered
a. Provide the Union with a written communication concerning the results of the meeting.	
b. If part of the project is to be performed by plant forces, identify that portion in the written communication.	

Project Planning and Scheduling	
Please place check in the "Fully Considered" column after each factor is considered.	Fully Considered
(6) will be performing the work on straight time vs. overtime, including weekends	
(7) Identify any plant Skilled Trades forces on layoff, how they will be brought back.	

(8)	State if there are any specialized work skill competencies that the contemplated contractor personnel possess that Company forces do not.	
(9)	Indicate the number of outside contractor personnel involved in the project.	
(10)	Determine number of Skilled Trades employees available/committed to complete project [canvassing].	
(11)	Estimate the percentage of affected trades to be assigned work alongside the contemplated contractor if contemplated.	

Service and extended warranty contracts shall be considered in the same way as set forth herein. Concerns regarding the Checklist alignment will be escalated to the Skilled Trades Advisory Committee (STAC). Failure to comply with the provisions of the Collective Bargaining Agreement with respect to outside contracting could result in a grievance protesting the contemplated outside contract.

_____	_____
Company Representative	Date:
_____	_____
Union Representative	Date

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

**Section 15.23. New/Modified Equipment Reviews.**

The Company and the Union confirm their commitment to utilizing the skills and expertise of the Skilled Trades workforce with respect to new equipment reviews. The parties agree that upstream reviews and corrections are most beneficial and cost effective. To this end, jointly identified Skilled Trades will be allowed, where possible, to review and provide input on equipment design and build from an operational and maintenance/servicing perspective.

As part of the reviews, Skilled Trades will ensure that all necessary documentation, manuals, and schematics are available, legible, in English, and will be delivered with the equipment to the plant.

When it is necessary for contractors, integrators, and commissioning personnel to be on site, they will be held to equivalent standards and protocols as the plant adheres to while performing any work.

If there are communication barriers to the transfer of knowledge, the Company will make reasonable efforts to ensure communication is possible, including providing translators, the use of technologies to assist in communications, and relevant training. The goal of shadowing is the transfer of skills, knowledge, and experience.

During plant commissioning of new/modified equipment, a process equivalent to the current G-Risk, and G-Comply standards being used, will be utilized to ensure all aspects of the installation and start-up are accounted for. This will include visual management of the milestones to ensure everyone understands the state of the equipment. This process will be well-documented, and the plant Skilled Trades along with other members of production, quality, and engineering may be a part of this process.

The Company and the Union will review all equipment, and identify gaps to available documentation, manuals, and schematics. A plan and definitive timeline will be jointly established to close all gaps. Electronic versions of these should be considered.

#### **Section 15.24. New Technologies and Artificial Intelligence.**

The Company recognizes the value of engaging Skilled Trades in the earliest possible stages of consideration of new technologies. The Skilled Trades offer valuable insight into how technology will impact the plant and its processes. Twice per year, the local joint leadership will meet to review in advance any new technologies being contemplated. Contemplated applications of Artificial Intelligence, including its impact on the bargaining unit and intended data collection, will be shared also. The technology will not be used as a punitive tool. Appropriate Skilled Trades associated with the applicable processes will be a part of these meetings. The Company commits to gap analysis and allocation of resources to close those gaps prior to any implementation of the equipment or processes. Any training associated with the technology will be facilitated prior to implementation, with hands-on training as soon as practical. An internal standard will be developed to control remote access (externally) of equipment. The goal will be to maintain the safety, security and integrity of the equipment while being accessed.

#### **Section 15.25. Skilled Trades Retention and Morale.**

The Company and the Union recognize the ever-increasing pressures and challenges in attracting and retaining Qualified Skilled Trades. The Company will conduct an annual retention and morale survey with all Skilled Trades on company time. The survey will be designed, conducted, and analyzed by a qualified third party using a valid survey instrument. All data will be shared with the Union. The joint parties will meet post analysis to determine next steps for improvement opportunities. The Company will select the survey third party with concurrence of the Union. A cross section of production members should be considered for surveying, which will provide feedback on propensity to become Skilled Trades apprentices with a focus on attracting diverse candidates.

#### **Section 15.26. Apprenticeship Program.**

During these negotiations, the Company and the Union acknowledged that Skilled Trades personnel deliver essential support to operations that facilitate the success and viability of the operations they serve. Establishing new levels of competence within the apprenticeable trades



through training and retraining will permit the Union and the Company to pursue the critical objective of continuous improvement in quality, flexibility, operational effectiveness and, in turn, enhance job security.

#### *Apprenticeship Establishment*

Within 90 days of ratification of this agreement, the parties mutually agreed to establish a Skilled Trades Advisory Committee (STAC) which will identify one Company and one Union Apprenticeship Representative to develop a DOL Registered Apprenticeship program for training of Skilled Trades apprentices and facilitating guidance and oversight of any upskilling needs.

#### Contents of the registered DOL standard completed by the Apprentice Representatives

- Minimum Qualifications for current members or outside applicants to apprenticeship
- Apprenticeship will be time based 8000 hours.
- Work Process Schedule and Related Instruction Outline
- Credit for Previous Experience
- Probationary Period 1000 hours
- Ratio of Apprentices to Journeypersons 1:1
- Details of the selection procedures using the Industrial Readiness Certificate Program.

The Skilled Trades Advisory Committee apprenticeship representatives will work with the DOL and the International UAW Skilled Trades Department to establish Registered Apprenticeship Standards for all Company and Union apprentices.

#### *Duties of the Apprentice Representatives*

- Monitor the progress of all apprentices/upskillers at their location. This specifically includes monitoring apprentices' shop and school progress and performance, and making contact, when required, with apprentices on the job to determine progress. It also includes reviewing apprentices' in-course progress assessment reports, and prescribing training, shop rotation, and/or other appropriate remedial actions necessary to improve apprentices' performance in the program.
- Hear and decide all questions involving apprentices under these Standards which relate to their apprenticeship, including the apprentice's seniority date.
- Recommend that a Certificate of Completion of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship as established herein. No Certificates will be issued by the Registration Agency unless approved by the Skilled Trades Advisory Committee.
- Assist in projecting, as best possible, the future attrition rate of journeypersons in apprenticeable trades at their location, so appropriate numbers of apprentices to be placed on course may be requested.
- Work with local colleges and training vendors to establish and maintain necessary related training curricula.

- Help schedule training and act as a liaison to local colleges for our course work needs.
- Report as requested to the Skilled Trades Advisory Committee.
- Administer the IRCP program to develop an apprenticeship list.
- Perform other duties as identified by the joint parties pertaining to reskilling, up Skilled Trades Journeyman card status.
- Offer suggestions for the improvement of the apprentice program. Comply with all procedures as established by the Skilled Trades Advisory Committee.

**Section 15.27. Local Joint Apprentice Representatives.**

During these negotiations the joint parties discussed the value of utilizing the apprenticeship foundational components to help bridge the upskilling gaps identified, as well as facilitating Skilled Trades Journeyman card status. To this end a locally established apprenticeship program will focus primarily on existing Skilled Trades Journeyman card status completion, and any upskilling needs as jointly identified by the local joint parties for the first two (2) years of the agreement. If during this time the Skilled Trades Advisory Committee decides apprentices being added on course are appropriate, they may do so. As this completion curve becomes less resource intensive, the Skilled Trades Advisory Committee can shift more focus to establishing the first batches of apprentices going on course. One (1) UAW member of the Skilled Trades Advisory Committee shall be an Apprentice Representative, and jointly with one (1) Company member of the Skilled Trades Advisory Committee shall administer both work streams identified herein. An allocation for up to 40 hours per week will be afforded to the UAW Apprentice Representative to fulfill the required duties. With initial program setup and subsequent periodic program review, and program update decisions, two Skilled Trades subject matter experts will be identified by the Skilled Trades Advisory Committee, one from Facility maintenance and one from Production maintenance, to provide area expertise in decision making in these meetings as needed. The STAC will oversee all activities, and ensure the hours being utilized are in accordance with the roles and responsibilities set forth herein. Additional apprenticeship members or allocation of hours for committee members will be managed by the Skilled Trades Advisory Committee on an as needed basis.

The UAW Local Apprentice Representative shall be permitted to attend regular Shop Committee meetings for the purpose of assisting in the handling of apprentice-related issues. They will be paid their regular rates for time spent in such meetings and for making the investigations provided for in this sub-paragraph for the hours they would otherwise have worked in the plant.

The UAW Local Apprentice Representative and a Company Apprenticeship Representative member of the Skilled Trades Advisory Committee shall meet at a mutually agreed-upon time on an as needed basis. The UAW Local Apprentice Representative will be paid his/her regular rates for time spent in such meetings and for the necessary time to properly perform their duties and functions provided for the hours he/she would otherwise have worked in the plant.

Issues unresolved at the local level may be referred by the joint apprenticeship representatives to the UAW International Skilled Trades Department and Senior Company Leadership for guidance toward resolution.

### *Industrial Readiness Certificate Program (IRCP)*

The UAW Local Apprentice Representative will develop and implement an Industrial Readiness Certificate Program to establish a list of candidates for the apprenticeship program.

### *Applications*

The application process for apprenticeship training shall be made available to incumbent workers who have successfully completed the Industrial Readiness Certificate Program (IRCP) and wish to prepare for their future as a Skilled Trades Journeyman through apprenticeship training. The Apprenticeship Representative will determine the distribution of such applications.

### *Apprenticeship Agreements*

Apprentices shall be entered into the Program by separate apprenticeship agreements between the apprentice, the Company, and the Local Union. A copy of each Apprenticeship Agreement will be furnished to the Apprentice Representatives, and the Apprentice Apprenticeship Agreement will be registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor.

### *Supervision Of Apprentices*

Apprentices shall be under the general direction of the supervisor of the department to which they are assigned. The department supervisor is authorized to move apprentices from one (1) assignment to another in accordance with the predetermined schedule of work training. The apprentice will be assigned by the supervisor to a journeyman until further assignment by the supervisor. No apprentice may be retained on a scheduled work process for a period longer than the time for such work process unless permission is granted in writing by the Apprentice Representative.

### *Resignation*

The apprentice shall have the right to resign from apprenticeship at any time upon three (3) days' notice in writing to the Apprentice Representative. The STAC will offer mentoring before the resignation of the apprenticeship is finalized.

### *Wage Progression*

- A. Apprentices hired on and after the effective date of this Agreement in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:
  - o 1st 1000 hours--65% of the current Journeyman wage rate.
  - o 2nd 1000 hours--70% of the current Journeyman wage rate.
  - o 3rd 1000 hours--75% of the current Journeyman wage rate.
  - o 4th 1000 hours--80% of the current Journeyman wage rate.
  - o 5th 1000 hours--85% o of the current Journeyman wage rate.
  - o 6th 1000 hours--90% of the current Journeyman wage rate.

- o 7th 1000 hours through completion of Program--95% of the current Journeyman wage rate.

Internal apprentice candidates will not be subject to a pay rate reduction and will fall into the progression that matches their current rate.

#### *Apprentice Related Training Attendance*

The Company shall provide the required related training set forth in the DOL Registered Apprenticeship Standards during the apprenticeship. Apprentices shall be paid at their regular hourly rates for actual school attendance, except for repeated courses, provided the total number of class hours for which an apprentice shall be compensated shall not exceed the required number of hours required in the Appendix A of the DOL Registered Apprentice Standards.

Time spent on actual school attendance by apprentices who enter into Apprenticeship Agreements shall not be subject to overtime or premium pay and such time shall not be considered as time worked in computing overtime or premium pay. Time spent in actual school attendance during the week's regularly scheduled work hours will be considered as compensated hours in the calculation of overtime pay when the employee works the sixth and/or seventh day of the workweek and has not experienced lost time. On a daily basis, when the apprentice works and attends related training, the related training hours and worked hours combined are not to exceed normal work hours scheduled, which will be used for overtime calculation purposes.

Notwithstanding the above, apprentices shall be paid at double their regular hourly rate for actual school attendance on any of the holidays, except for repeated courses, provided, however, the total number of class hours for which an apprentice shall be compensated shall not exceed the required number of hours required in the Schedule of Work Processes.

#### *Apprentice Hours of Work*

An apprentice shall work the same hours during the contractual workweek and will be subject to the same conditions as the skilled journeypersons of the trade who are employed by the Company. Apprentices may work overtime hours provided that all skilled workers with seniority of that trade, in that department, have been given first opportunity. However, apprentices may work overtime if helping a journeyman complete a job, without asking all journeymen/women first, if it is deemed advantageous by the supervisor and only when it would further develop the apprentice's skills. When an apprentice is required to work overtime, the employee shall receive credit for straight time hours toward their apprenticeship requirements.

The apprenticeship representatives will request any apprentice overtime opportunities be limited if their performance or progress is negatively affected, by notifying the STAC.

#### *Apprentice Layoff*

Apprentices will exercise their seniority in their own classification. For example, if there are four apprentices in any specific trade and a reduction in this number is required due to lack of work, the first hired shall be the last layoff and the last layoff shall be the first to be reinstated. In the event the reduction in force is due to unusual circumstances, including but not confined to, a

transfer of or discontinuance of an operation, major technological developments, the elimination or consolidation of classifications, the discontinuance of a shift, or a drastic reduction in the level of work resulting in a heavy reduction in the skilled work force, the STAC shall develop an alternative layoff and recall plan.

An employee having seniority in the plant who enters the apprentice training program shall, during the period of their apprenticeship, retain and accumulate seniority in their former seniority group; and if laid off from the apprentice training program, they shall be returned to their former seniority group in the plant in line with such established seniority in their former seniority group.

However, prior to the placement of new hire Journeypersons, or new apprentices, the Company and the Union agree to return the apprentices on layoff to the previously held apprentice classification.

#### *Apprentice Toolboxes And Tools*

As soon as practicable after being placed in an apprentice group, Apprentices will be furnished with an appropriate toolbox and a basic set of tools appropriate for the work and tasks required in the apprenticeship. Additional tools needed will be requested for procurement.

#### *Apprentice Forecasting And Development*

Consistent with these discussions and in response to present Skilled Trades demographics, potential future retirements, and attrition, the Company commits to retaining a viable apprentice program. It is recognized that business conditions, increasing competitive pressures and the future business outlook will continue to impact the number of apprentices required to be placed on course. Nevertheless, the Company recognizes the Apprentice Program as an important source of qualified journeypersons. Both parties recognize that an active, viable Apprentice Program must align with the business requirements in terms of both content and size and that it is the Company's intention to continue to utilize the Apprentice Program as a major source of future journeypersons.

Given these considerations, the parties agree to jointly develop an apprentice needs forecasting methodology that will include annual review to align apprentice needs with business requirements.

To ensure that an appropriate number of apprentices are placed on course when and where required, the parties, business conditions permitting, will consider the following methodology to guide decision making in adding new apprentices. Annually, a projection number will be calculated for each apprenticeable classification. This calculation will start in second year of the agreement and be utilized going forward unless business conditions dictate an earlier need.

For each annual review to determine how many apprentices should be considered to go on course, the Apprentice representatives will work in conjunction with the STAC to calculate a projection number for each classification. As part of the pre-work, the Apprentice Representatives will meet with current Skilled Trades to attain any voluntary information regarding near term and future plans of each person. This will help create apprentice forecasting legitimacy.

- Calculated projections will incorporate age, demographics relative to attrition, business needs of the facility as provided by the STAC, weighted consideration for

classifications with less populated numbers unable to absorb attrition as easily, competitiveness and retention rates of the facility, and community-based influences such as Skilled Trades availability externally.

- The STAC along with senior leadership will determine an apprenticeship onboarding percentage based on these threshold calculations. A common useful benchmark percentage is 40% - 50% of the calculation. Uncertainty and inaccuracy of the projections generally result in less than a one-for-one calculation. Final decision as to how many apprentices to indenture is the sole right of the company.

Apprentices will be placed on course as soon as practicable.

A letter forecasting the number of Apprentices to be onboarded will be signed by the Local Joint Apprenticeship Committee, Human Resources, and an appropriate Operations Senior Leader, and issued.

The Company retains the right to alter the onboarding plan based on changes to business conditions. The goal will remain to be the continuance of using the apprenticeship to bridge any gaps created by attrition.

Following these negotiations, and annually in each remaining year of the Agreement, a letter will be signed by the Local Joint Apprenticeship Committee, Human Resources, and an appropriate Operations Senior Leader, and issued, detailing the number of apprentices to be indentured. The mix of apprentice classifications will be determined by local parties based upon current and future business needs.

The Local Joint Apprenticeship Committee will develop the core skills content and how it will be delivered. It is understood that while the existing work force will be a major source of future apprentices, this will not limit the parties from adjusting based on mutually agreed upon business conditions.

It is also understood that in cases where graduating apprentices would create a surplus in the local skilled workforce, these graduating apprentices will be recognized as journeypersons and will have the option of either being placed on indefinite layoff or be placed to work in a production classification. These journeypersons will be subject to placement in accordance with all the provisions of this Agreement.

## ARTICLE 16 — JURY DUTY

**Section 16.1. Paid Scheduled Hours.** An employee who is called to and reports for jury duty shall be paid at their regularly scheduled hours—including shift premium, and overtime—that they otherwise would have earned had they reported for work on each covered day. To be eligible, the employee will be required to present proof of jury duty.

**Section 16.2. Night Shifts.** An employee who is scheduled to work a twelve-hour night shift and is called to and reports for jury duty will be compensated for all hours he/she is scheduled to work. An employee scheduled to work the night shift both immediately prior to and immediately after

jury duty shall be excused from both shifts and be compensated for all hours he/she is scheduled to work.

## **ARTICLE 17 — PLANT CLOSURES & JOB SECURITY**

### **Section 17.1. Plant Closures.**

The Parties acknowledge that Ultium Cells is not a GM-operated plant or subsystem. It is a separate and distinct entity with the right to effectively manage business growth, fluctuations, changing consumer preferences, and rapidly evolving technologies. To that end, Ultium Cells has the exclusive right to determine and modify future product lines, buy, sell, spin, merge, or otherwise dispose of any assets. In the event of a plant closure, GM Leased employees shall have the right to transfer in accordance with the Memorandum of Understanding re: Ultium Cells Lease and Transfer Eligibility.

### **Section 17.2. Job Security.**

The Parties held lengthy discussion on the application of the job security provisions as outlined in the National Agreement. As a result of these discussions and recognizing the impact Ultium Cells' operational decisions may have on GM Leased Employees, it is understood that the terms of the National Agreement and its supplements will apply to the GM Leased Employees, subject to the following:

#### **Appendix K**

The National Jobs Committee will discuss the applicability of the provisions outlined in Appendix K, Attachment A Memorandum of Understanding, in the event that concerns arise.

#### **Appendix L and Document 120**

On a quarterly basis, the Local Parties will review potential work coming into or leaving the facility and will address concerns over potential impact to employees. Any unresolved issues will be escalated to the National Parties for resolution.

#### **Document 10**

Does not apply to Ultium Cells' operations.

#### **Document 13**

Should Ultium Cells close or idle a plant, GM will attempt to redeploy employees to other locations per the Memorandum of Understanding re: Ultium Cells Lease and Transfer Eligibility.

#### **Document 121**

Ultium Cells commits to locally implement a process that accommodates employees with disabilities in compliance with the Americans with Disabilities Act (ADA).

#### **Document 151**

Ahead of the customer required production part approval process (PPAP), Ultium Cells commits to engage the Union Leadership and appropriate production, quality and maintenance team members when considering new technology that impacts applicable processes.

In the event that Ultium Cells' structure or operating conditions change, the Parties agree to discuss such job security provisions to the extent they directly impact employees through the National Jobs Committee.

#### **ARTICLE 18 — DUAL SUPERVISION**

Under normal circumstances, it is expected that an employee would only take orders from his or her immediate supervisor. However, in unexpected and limited circumstances, including but not limited to cases of emergencies, absences, and operational issues, the employee is expected to take direction from another member of Management. The employee will only be responsible to follow the last direction given and will not be held responsible for previous directions which were overridden by the last direction(s) given by Ultium Cells' Management.

#### **ARTICLE 19 — OTHER THAN SKILLED OUTSIDE CONTRACTING**

Consistent with Ultium's current practice, Ultium intends to continue to contract out the following work:

- Plant Floor Cleaning in Process Areas
- Process Deep Cleaning
- Spill Cleaning
- Quality Containments and Sorting
- Recycling and Waste Disposal

This Article shall not affect the right of Ultium to continue arrangements currently in effect, including, but not limited to, housekeeping, emergency situations, etc. The Parties will negotiate any decision to expand the above referenced list.

#### **ARTICLE 20 — MISCELLANEOUS**

**AED.** Automatic External Defibrillators may be installed and maintained at Management's expense on the production floor. An overhead wall sign will be installed to make AED locations visible.

**Bicycle Rack.** There shall be a bicycle rack installed and maintained by management in a mutually agreed location.

**Bilingual Employees.** Management will endeavor to make available those employees who are bilingual for the purpose of assisting in communicating with other employees who do not speak English.

**Blood Donations.** The American Red Cross will be invited into the lobby to the plant to collect blood donations from employee volunteers. Once a specified date and time is scheduled, the Union and Company leadership will inform the employees one (1) week before the collection and ask employees to sign up for specific timeslots during their shift or on a scheduled off-day.

**Blood Pressure.** Once an employee, on working hours, properly requests to go to the Medical Department, he/she may have their blood pressure checked.



**Bulletin Boards.** The Company shall provide and maintain bulletin boards for Union publications. The boards will be locked with keys being in the possession of the Local Union Leadership.

**Clothing Replacement.** The replacement of personal clothing damaged in the plant through no fault of the employee will be replaced through an expense reporting procedure with employer General Motors.

Work clothes that are subject to normal wear and tear will not be replaced by management.

**Communications Improvement.** Management will provide repeaters/signal boosters to enhance the connectivity in clean rooms and remote building locations for cell phone service (AT&T and Verizon) and two-way radios in the plant.

**Company Notifications.** Employees will receive company communication in one or all the following manners: personal email, text messaging, personal phone calls, and home mailing address. It shall be the responsibility of the employee to keep this information up to date.

**Contract Booklet.** Management will have a pocket-sized color-coded booklet printed, by a Union printer, which will have the UAW emblem, the Company name, expiration date of the Agreement, and the Allied Printer Union "Bug" printed on the front cover and will contain the contract, Memorandums and Side Letters. The outer cover color will be chosen by the Union.

**The Bargaining Committee** will be afforded an opportunity to proofread the Agreement for errors prior to it being printed. This booklet shall be printed and available for distribution within ninety (90) days following ratification of the Agreement. Each employee will be provided a copy of the Agreement with additional copies available to the Union upon request.

**Donning and Doffing PPE.** Employees will be provided adequate time during the shift to Don and Doff required personal protective equipment.

**Ergo Mats / Shoe Inserts.** The Company will provide and maintain ergo mats in locations that are defined by the joint safety team. The selection of the appropriate ergonomic matting will consider clean room requirements and area housekeeping tasks. The Company shall issue shoe inserts upon request for the work areas where ergo mats are found not to be usable. The Joint Health and Safety Committee will determine the appropriate inserts.

**Emergency Messages.** Management will ensure that the plant security phone number is provided as an emergency call-in number so employees can be notified of a personal emergency. The name of the caller, phone number of the caller and the time the call is received will be promptly delivered by security to that employee. Security's phone number is (330) 282-2378.

**Emergency Relief.** For purposes of clarification and definition, any person or persons carried on roll for the primary purpose of covering the operations of employees who during the course of their shift must be absent from their workstations for reasons such as personal relief, medical relief, emergency phone calls or other unexpected emergencies.

The responsibility for handling requests for emergency relief rests with the immediate supervisor whose obligation it is to establish the specific nature of the request and provide the required relief without undue delay.

In those instances where there is a need for immediate medical attention, the supervisor has the additional responsibility of providing assistance to medical including transportation if required as soon as feasibly possible.

It is not intended that employees wait an unreasonable amount of time for their release. However, such factors as excessive absenteeism and the total number of requests for emergency relief must be considered as they may cause unexpected delays in the release of the employee.

Requests which are determined by the supervisor to be of a non-emergency nature must be diligently addressed and the employee apprised of the approximate time they will be sent.

**Employee Suggestion Plan.** In order to drive employee engagement and ideas, Management will jointly implement an employee suggestion plan to reward employees for suggestions that will improve the workplace with SPQRC (Safety, People, Quality, Responsiveness, Cost) performance with tangible benefits to the business.

**Employment Department Hours.** Employment hours will be posted at the entrance to Human Resources area in the plant. Payroll and benefits support will be remote from plant under the General Motors employment arrangement.

**Evacuations/ Take Shelter Drills.** Once per year, employees on each shift will participate in one evacuation and one take shelter drill. Results will be shared with LJHSC, ERT and Key 4 for possible improvements.

**Fitness Program.** The Local Union Shop Committee and Local Management will explore fitness facilities in the area and offer a membership to that facility at no cost to the member.

**Food Service Program(s).** The cleanliness of each lunch/break facility, along with the furniture in those areas will be periodically inspected by the UAW and Ultium Health and Safety representatives. Any emergency action required to deep clean or repair broken furniture will be the responsibility of management.

All cafeteria and break areas will be swept and scrubbed on a daily basis during the regular work week and swept on Saturdays and Sundays when such cafeteria and break areas are in use. The cleaning will take place in off-peak hours with the cleaning times posted clearly outside the cafeteria or breakroom. Trash will be collected once per shift in each area. Items in the cafeteria and break areas such as walls, ceilings, trash bins and skylights will be thoroughly cleaned once every six (6) months.

Food service access will be provided during scheduled shifts. The operation of the food service is an independent business and the Company will hold that business accountable to maintain cleanliness standards in compliance with any state or local food service requirements.

**Foreword From the Bargaining Committee.** Union letter to the membership to be placed directly after the table of contents in the final version of the Agreement.

**Inclement Weather.** Management will provide weather gear for employees that have regular assignment outside the building.

**Insect and Pest Control.** Pest control and inspections for insects, rodents and etc. will be the responsibility of management. An extermination firm will inspect, bait and clean traps, and spray all areas of the facility monthly. In this regard, specific areas of concern noted by the Local Union Leadership should be addressed immediately and then provided with a report of the completion of the service provided by the vendor.

**Jumper Batteries.** Management will provide access to equipment located at security to jump a vehicle in parking lot. Employees will use such equipment at their own risk, and Management will not be liable for any damage resulting from the use of this equipment.

**Lactation Room / Prayer Room.** Management has provided suitable accommodations and maintains Lactation Room(s) and Prayer Room(s) under the current law. It will be management's responsibility to post the rules that govern the use of the room(s) after review of the rules by the Plant Leadership is approved.

**Lighting.** Lighting levels will be consistent with work being done in that area. Any problems that cannot be resolved in regard to lighting will be addressed through the Local Joint Health and Safety Committee.

**Loading and Unloading of Trucks.**

- Liquid Materials - Unloading of tankers shall be the responsibility of the SRP. All safety guidelines under OSHA shall be followed, and may be exceeded, to provide the highest safety standards to the associates assigned to this work.
- Damaged Shipment - In no circumstances shall a material driver be disciplined for refusing to load or unload material in an unsafe manner or for refusing to receive a bad or damaged shipment.
- Trailers - Security shall reject all trailers with 10 or more years of age.

**Local Union Elections.** Management shall allow the Local Union to conduct union elections on Company property with advanced notice to the Company at an agreed upon location inside the facility. The Union accepts responsibility for the proper conduct of the election.

It shall be the responsibility of the individual candidate to take down all their campaign posters and material preferably within twenty-four (24) hours following the conclusion of the election. The Union will emphasize this responsibility to all election candidates prior to each election.

**Motorcycle Parking.** The Company will provide dedicated motorcycle parking. Barriers will be provided that allows only motorcycle access to the designated motorcycle parking area.

**Parking.** Employee parking will be provided and maintained by management.

**Payroll Software.** A complete breakdown should be on check stubs including: gross/net earnings YTD, hours worked week/YTD, overtime hours worked, holiday pay.

**Pedestrian Aisles.** will be evaluated, modified, replaced, removed and altered only after the LJHSC reviews the change.

**Phone Reimbursement.** Each employee will continue to be reimbursed by Ultium in the amount of Twenty dollars (\$20) per month for using their personal cell phones by providing cell phone in contact information.

**Plant Medical.** No employee will receive discipline when sent home by plant medical for an illness when the medical department deems it necessary.

**Proper Classifications.** Management will exert every possible effort to keep employees working in their proper classifications within the guidelines of the National and Local Agreement.

**Smoking Areas.** Management and the Union will come to a mutual agreement as to dedicated smoking shelter locations; these locations will be in accordance with the current laws.

**Time Keeping.** Management will implement a time tracking software upon ratification of this Agreement.

**Toolboxes and Lockers.** Management will have a Union Official for that area present when lockers or toolboxes are being opened.

When it becomes necessary to inspect a Skilled Trades personal toolbox, they will be contacted on an individual basis.

**Vaccines.** Flu Vaccines will be available to members on a yearly basis. The timing of the vaccines will be in accordance with healthcare guidelines in place for such vaccines.

**Veteran's Recognition.** A mutually agreed upon designated area of the plant will be designated as a Veteran's Recognition area. The preparation, painting, displays and cleaning will be the responsibility of the Company. The area's content and set up will be approved by the UAW Local Veteran's Standing Committee and a Company designee(s) along with the Key 4 leadership of the plant.

The UAW Local 1112 Veteran's Committee, who are employees inside the facility, shall maintain a Flag disposal container. A designated container for used American Flags will be located near the Veteran's Recognition Area. The container and graphics on the container will be provided at the expense of the Company. The UAW Local 1112 Veteran's Standing Committee, on behalf of the UAW Local and Ultium Cells, will designate the charity to donate the flags for proper disposal.

**Water Bottles.** The Union and Management agree that in specified areas of the plant, only approved reusable water bottles will be permitted. Therefore, management will provide approved water bottles for those areas to each employee inside the facility. These water bottles will be provided to each new employee upon hiring and all existing employees. Any lost water bottles will be replaced at the employee's expense. A broken or damaged water bottle will be exchanged for a new bottle by an employee at the Labor Relations department. For employees with more than one (1) year seniority will have a new water bottle issued August of each year.

**Water Fountains, Water Dispensing Machines and Ice Machines.** Water Fountains, Water Dispensers and Ice Machines will be provided by management and installed in mutually agreed areas.

The cleanliness of each water fountain, water dispenser and ice machine will be periodically inspected.

Water Fountains, Water Dispensers and Ice Machines will be maintained in a clean sanitary and in good working condition on a regular basis. Filters, if any, will be changed as needed, a minimum of every six (6) months by the appropriate UAW trades. They will also be tested yearly for water quality and bacteria or on the request by the Union Leadership. A copy of the results of these tests will be provided to the Local Joint Health and Safety Committee.

**Wi-Fi.** Management will evaluate the Wi-Fi Access throughout the plant on a monthly basis. No employee will be disciplined if their work or quality of work was hindered by no Wi-Fi access.

#### **ARTICLE 21 — MOST FAVORED NATIONS**

In recognition of the importance that Ultium Cells remains competitive across the evolving battery cell manufacturing industry, the parties commit to a Most Favored Nations principle. If the UAW reaches a labor agreement with another automotive EV battery cell manufacturer that would put Ultium Cells at a materially less favorable position on overall labor costs (i.e., base wages, health care, and retirement contributions), the UAW will notify the Company of that agreement in writing, and the National Parties will meet to discuss how and when to rectify the imbalance. If the parties fail to reach a ratified agreement within 60 days, the Company may reopen negotiations on the Local Agreement. The parties will then bargain over the contract terms contained in the Local Agreement, and such bargaining will include a competitive assessment of overall labor costs under the Most Favored Nations principle.

## SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”) is entered into on June 7th, 2024, between General Motors, LLC (“GM”), Ultium Cells LLC (“UC”), and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“Union”) (collectively, “Parties”).

The Parties agree that issues relating to bargaining between UC and the Union on a Local Agreement, for the Ultium Cells battery cell manufacturing plant in Warren, OH (“UC-1”) are resolved as follows:

1. This Agreement resolves all issues and disputes which were the subject of negotiations in the current Local Agreement negotiations. Resolution of all matters subject to these negotiations has been concluded based upon current conditions and circumstances.
2. **Parental Leave:** Effective January 1, 2024, Ultium Cells adopted a two-week paid parental leave, which is the same as the policy under the UAW-GM National Agreement (“National Agreement”). To date, UC has granted this benefit to all UC1-Ohio team members who were eligible and applied.
3. **Family Medical Leave Act (FMLA) Usage:** UC has had a policy to apply an employee's available Paid Time Off (PTO) hours before use of FLMA coverage. During 2024 to date, a total of 33 UC-1 team members were approved for FMLA time off and used a total of 57.3 PTO hours. UC is willing to reinstate PTO hours with repayment of compensation for this time off. Employees have a choice to repay and reinstate PTO or add equivalent time to FMLA balance. No adjustments will be made for CY2023.
4. **Vacation Allotment:** Upon ratification of the Local Agreement and the transition of UC-1 team members to direct employment with GM, UC will ensure that each employee has the appropriate hours balance of Vacation entitlement and Vacation Restricted (“VR”) in accordance with the National Agreement. The Vacation entitlement will be reduced by any compensated PTO/Vacation time utilized by the employee during CY2024 in UC’s (“ADP”) payroll system.
5. **Vacation Approval:** UC-1 will mirror the process and form used by the GM-Parma location for Vacation Approval. Within two weeks of ratification, the Local Parties will start the process for vacation approval as outlined in Paragraph 202(c)-(h) of the National Agreement. It is understood that the business has limits on the number of employees from each team that can take vacation time off.
6. **Tuition Assistance (TAP):** UC shall implement the Dependent Scholarship TAP provisions, following GM's implementation of the same.
7. **Document 27 - Substance Abuse:** The Parties have discussed the importance of jointly supporting our team members with substance abuse problems through the Employee Assistance Program (“EAP”). The Parties have resolved all UC-1 team members impacted from application of the Ultium Cells Handbook instead of UAW-GM Doc 27. Effective March 2024, Ultium Cells has stopped drug testing outlined in UC Handbook.

8. **Paragraph 85 - OT Grievance:** UC agrees to resolve grievance number U0002 (Paragraph 85, OT) in accordance with the National Agreement.
9. **Medical Process- Return from Illness and Leave:** The Parties have discussed their current return to work process regarding those who are returning from an illness and/or leave. UC-1 will follow GM's process for employees returning from an illness and/or leave. The Local Parties will assess and resolve any delayed return to work issues related to drug testing since November 20, 2023.
10. **Sick Leave:** UC-1 shall no longer require employees to take any PTO prior to going on Short Term Disability. Additionally, UC-1's existing process for sick leave return emulates GM's and will continue until UC-1 employees are officially GM Leased Employees. At that point, the process will change to mirror GM's process and employees will be notified of the change(s). UC shall reinstate all such PTO hours with no repayment. No adjustments will be made for CY2023.
11. **Health and Safety Representatives:** Local Joint Leadership have agreed to place open Safety Representatives and Alternates H&S representatives beginning with the application process that was opened for candidates on Monday, March 18, 2024.
12. **Shift Premium:** On the Monday following the UAW's notice to UC of the ratification of the Local Agreement, UC will implement at UC-1a 10% shift premium for shifts starting on or after 1:00pm. Any shift time that begins between 5:00am and 12:59pm will not receive a shift premium.
13. **401(k) Payments:** In lieu of a contribution into the GM Personal Savings Plan ("PSP"), GM will make a one-time discretionary cash payment ("Payment") to each eligible hourly employee who is represented by the UAW and working at UC-1 upon transition to GM Employee status, on the following terms:
  - GM will establish a GM PSP/401(k) retirement account for each eligible GM Employee.
  - GM will make a Payment to each employee in an amount equal to the following:
    - i. 10% of all compensated hours paid to the employee by UC from November 20, 2023, through June 9, 2024, and
    - ii. An additional \$1.00 per hour for all hours worked by the employee for UC from November 20, 2023, through June 9, 2024, and
    - iii. The Payment will be Increased to also include earnings of 12% (based on the PSP's weighted average rate of return of all funds available to UAW-Represented GM employees from Nov. 20, 2023, through May 31, 2024).
  - Each eligible GM Employee will have the option to contribute from 0% to 100% of the Payment Into their individual PSP account. Contributions to the PSP account will be subject to the following:
    - i. applicable IRS limits and regulations; and
    - ii. all applicable terms of the PSP, including but not limited to, the 3-year cliff vesting provision.
  - All eligible GM Employees will utilize their original hire date with UC for eligibility and vesting purposes.

14. **401(k) Benefit Plan Amendment:** The Parties agree that, for GM Employees working at Ultium Cells - Ohio, the UAW-GM Personal Savings Plan (“PSP”) will be amended to recognize, for purposes of Company and Retirement contributions under the PSP, compensated hours of employees represented by the UAW and working at Ultium Cells - Ohio upon transition to GM Employee status for whom GM will enroll under the PSP:

1. Up to 38 hours a week for weeks when such employees work 36 hours, and
2. Up to 44 hours for weeks when such employees work up to 48 hours a week.

In addition, GM will make a cash payment (“Payment”) to each such eligible employee an amount equal to the Company and Retirement contributions that would have been made to such eligible employees accounts under the PSP as if 40 hours of compensated hours were recognized for such employees under the PSP, less the amount of Company and Retirement contributions actually made to the PSP from June 10, 2024 through the date the foregoing amendment goes into effect This cash payment will be increased to Include any lost earnings (calculated based on the PSP's weighted average rate of return of all funds available to UAW - Represented GM employees for time in question). GM will provide each such employee the option to contribute from 0% to 100% of the Payment into their individual PSP account. Any such contributions to the PSP account will be subject to all applicable IRS limits end regulations and all applicable terms of the PSP, Including but not limited to, the 3-year cliff vesting provision. All eligible GM Employees will utilize their original hire date with UC for eligibility and vesting purposes.

15. **Reimbursement of Health Care Out of Pocket Expenses:** UC will provide a one-time lump sum payment of \$500 as compensation to offset any out-of-pocket cost differentials from November 20, 2023, through the Transition Date for employees who are currently enrolled In UC Medical/Dental/Vision benefits. Any out-of-pocket cost differentials above this amount Incurred by the employee during that time may be presented to UC for verification and reimbursement.
16. **Supplement Employment Benefit (“SUB”):** The Parties agree that Short Work Week will not be paid for the standard thirty-six (36) hour workweek.
17. **Standards of Conduct:** Concurrent with the rollout of Document 8, effective May 20, 2024 all employees were stepped back in the discipline procedure per the following: Employees who were at UC's Step 3 corrective action are now considered to be equivalent to the 2nd violation of discipline under Article 4: Discharge and Discipline of this Local Agreement. All employees at UC's Step 2 corrective action are now considered to be equivalent to the 1st violation of discipline under Article 4: Discharge and Discipline of this Local Agreement. Anyone at UC's Step 1 corrective action or below were cleared of all disciplinary occurrences. The Company will have every employee's record adjusted to reflect these changes by the end of June 2024.
18. The Parties have resolved all pending grievances, presented to Management prior to June 3, 2024. The Company commits to reviewing any grievances filed on or after June 4, 2024, on a case-by-case basis to determine equitable resolution. As such, these grievances will be processed through the grievance procedure



19. Upon ratification, the Union agrees to request the withdrawal of the Unfair Labor Practice charges currently pending in Region 8 of the National Labor Relations Board, in Case Nos. 08-CA-320052 and 08-CA-326482.
20. The Parties agree to a one-time lump sum payment of \$3,000 the week following the ratification of the Agreement.
21. The expiration of the Local Agreement will be April 30, 2028.
22. This Agreement and the Local Agreement are subject to ratification by the bargaining unit membership and are subject to UAW Local 1112 providing written notice of ratification to UC by no later than June 9, 2024.
23. The effective date of this Agreement and the Local Agreement will be the Monday following the date on which UC receives written notice of ratification from the Union.
24. No provision of this Agreement shall be superseded or changed by other than a written agreement between the Parties.

In witness whereof, the parties have caused their names to be subscribed by their duly authorized representatives the day and year written above.

**GENERAL MOTORS LLC**

**UNITED AUTOMOBILE, AEROSPACE  
AND AGRICULTURAL IMPLEMENT  
WORKERS OF AMERICA**

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**ULTIUM CELLS LLC**

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## **MEMORANDUM OF UNDERSTANDING UNION REPRESENTATION**

The Parties discussed Joint Programs and the associated UAW Appointed employees within UAW-GM facilities and their applicability to Ultium Cells LLC, which is an independent entity from General Motors LLC. The Company recognizes the agreed upon Joint Programs and the importance of the Union's involvement in them. The Parties agreed upon the following clarification of these items:

### **Section 1: Memorandum of Understanding re: Joint Activities**

- All leased GM employees at Ultium Cells shall be entitled to all aspects provided by the joint training center in accordance with the 2023 UAW-GM National Agreement and its supplements.

### **Section 2: Union Representation**

- The Parties will follow all the provisions of the 2023 UAW-GM National Agreement and its supplements as they pertain to Union Representation with the following exceptions:
- Article 14: 2023 Health and Safety in the 2023 UAW-GM White Book serve as the governing provisions for Health & Safety as it pertains to the number of Appointees and any escalations/processes.
- Global Manufacturing System (GMS) will not apply to Ultium Cells in its entirety, as it pertains to specific structural items inherent to General Motors, such as the council structure, steering committees and issue resolution process, which are outlined in Document 40 of the National Agreement.
  - The Joint Program Representative appointed in this capacity will support Ultium Cells in the execution of the Ultium Cells/LG Manufacturing System and Article 15: Skilled Trades Supplemental Agreement, in the 2023 UAW-GM National Agreement White Book.
  - Should any issues arise that require escalation, the Joint Program Representative will be able to escalate to the appropriate International UAW Staff for support for resolution. Should this occur, the International UAW Staff will work to resolve those issues directly with the Vice President of Operations at Ultium Cells.
  - Local Parties will jointly develop a Suggestion Plan that will be administered and paid by Ultium Cells.

**MEMORANDUM OF UNDERSTANDING  
OPERATIONAL ELEMENTS OF THE NATIONAL AGREEMENT**

The Parties discussed the importance of the Company's commitment to its employees. During these discussions, there was an understanding that the following operational elements of the National Agreement require clarification for application to Ultium Cells' operations.

**Establishment of New Plants (Paragraphs 95 and 96)**

The Memorandum of Understanding re: Ultium Cells Lease and Transferability outlines how existing Ultium Cells employees and/or any General Motors employees may transfer into an Ultium Cells facility. The Parties will administer Paragraphs 95 and 96 of the National Agreement in the event that a transfer of major operations occurs between Ultium Cells facilities.

**Document 91 Sale of Business**

The Parties acknowledge that Article 17 of this Local Agreement addresses the Company's commitment to its employees, specifically as it relates to plant closure and other job security provisions in the National Agreement. However, since Ultium Cells is an independent entity from General Motors LLC, it is not restricted by the provisions in Document 91.

**UAW-GM Administrative Letter re: Implementation of Advanced Technologies**

The Parties acknowledge that Article 17 of this Local Agreement addresses the Company's commitment to its employees, specifically as it relates to plant closure and other job security provisions in the National Agreement. The UAW-GM Administrative Letter re: Implementation of Advanced Technologies will not apply to Ultium Cells as it relates to the National Committee on Advanced Technology and its associated requirements.

**MEMORANDUM OF UNDERSTANDING  
SKILLED TRADES OUTSIDE CONTRACTING**

**ULTIUM CELLS - OHIO**

**AND**

**INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND  
AGRICULTURAL IMPLEMENT WORKERS OF AMERICA**

This agreement is in addition to defined outside contracting outlined in the collective bargaining agreement. It is understood that contracted support of Skilled Trades work will be required during the Company's initial launch period for operational needs and to support upskilling. In recognition of this, the Parties agree as follows:

1. The Company retains the right to contract out any Skilled Trades work as the Company deems required to support the launch activities through December 31, 2024.
2. For calendar year 2025 the Company can continue the use of outside contractors for the following purposes that supplements collective bargaining agreement language:
  - i. To support operational needs defined as supporting any new operational lines limited to within no more than two years of the Saleable Start of Production (PPAP) date for each such line; and
  - ii. To support facility maintenance of complex breakdowns and/or repairs within facility operations such as solvent recovery process (SRP).
3. This Memorandum of Agreement will not be used to circumvent the Skilled Trades staffing. The Company will continue to utilize plant Skilled Trades where feasible for learning, and training opportunities.
4. For calendar year 2025 the Company can strategically use outside contractors beyond as allowed by the CBA if the STAC determines such need for purposes of supporting the upskilling program.
5. For all purposes of this MOU the following shall apply:
  - i. The Company may not expand the scope of outside contracting beyond what is currently deployed pursuant to this MOU unless allowed by the CBA; and
  - ii. Remote Support functions will be regarded the same as in the collective bargaining agreement for the purpose of this MOU. The Union will be informed when these functions are to take place.
6. This MOU does not affect the provisions of the collective bargaining agreement concerning utilization of Contractors in the event of layoffs of plant Skilled Trades employees.

7. A meeting will be facilitated by the Company with the Contractors to set expectations for Contractors onsite for this time period and to ensure that a collaborative, and cooperative interaction is prevalent. Contractors will be made aware of the collective bargaining environment, and the expectation of a spirit of respect and knowledge sharing. All reasonable efforts will be employed to mitigate any translation concerns.

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Tom Gallagher, Ultium Cells - Ohio

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Kevin Gotinsky, International Union, UAW

DATED: October 5, 2023

## **TENTATIVE AGREEMENT**

This document reflects the Tentative Agreement for a Local Operating Agreement for GM Employees Working at Ultium Cells - Ohio. This incorporates all tentative agreements reached during bargaining, which is now closed. This Tentative Agreement and prior tentative agreements reached in bargaining are subject to corporate approval and ratification by the members of the bargaining unit.

### **Schedules**

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#### **1. Production, Quality, and Material Handling Schedule**

- The regular working day is twelve (12) hours.
- Any employee(s) on a regular eight (8) hour schedule will follow all provisions of the National Agreement.
- The standard schedule during a three-day workweek is thirty-six (36) hours and the standard schedule during a four-day workweek is forty-eight (48) hours.
- Overtime will be paid at time and one-half the pay rate for all hours worked exceeding ten (10) hours per day.
- Time and one-half will be paid for all hours worked on the first and/or second RDO in a workweek.
- Double Time will be paid for all hours worked on the listed third and/or fourth RDO in a workweek.
- All unscheduled overtime shall be voluntary.

#### **2. Maintenance Schedule**

- The regular working day is twelve (12) hours.
- Any employee(s) on a regular eight (8) hour schedule will follow all provisions of the National Agreement.
- There will continue to be four (4) different work crews across two (2) shifts, working for three (3) consecutive days before having three (3) consecutive regular days off (RDO).
- There will no longer be a rotation of shifts between days and nights going forward.
- The standard schedule during a three-day workweek is thirty-six (36) hours and the standard schedule during a four-day workweek is forty-eight (48) hours.
- Overtime will be paid at time and one-half the pay rate for all hours worked exceeding ten (10) hours per day.
- Time and one-half will be paid for all hours worked on the first and/or second RDO in a workweek.
- Double Time will be paid for all hours worked on the listed third and/or fourth RDO in a workweek.
- All unscheduled overtime shall be voluntary.

#### **3. Shift Premiums**

- There will be a shift premium of ten (10) percent for all hours worked during a shift that starts on or after 1:00 pm. Any shift time that begins between 5:00 am and 12:59 pm will not receive a shift premium.

**4. Relief Time**

- Employees shall be provided paid relief time for a total of seventy (70) minutes per twelve (12) hour shift. A total of ten (10) minutes will be provided with employees receiving five (5) minutes of relief time prior to their middle break and five (5) minutes following their middle break.
- The Local Parties will determine the cadence of break times and commit to staggering these breaks to ensure continuous operations.

**5. Bereavement and Jury Duty**

- For any regularly scheduled twelve (12) hour shift, all Bereavement and Jury Duty will pay out at twelve (12) hours with the appropriate overtime premium, in accordance with previously TA'd language.

**6. Holiday Pay**

- All hours worked on a contractual Holiday will be considered voluntary.
- Consistent with the intention of Paragraph 86 of the National Agreement, employees will receive double time for time worked on each holiday specified in Paragraph (203) as follows:
  - i. for all hours worked on the calendar specified holiday, for a shift which starts on a calendar specified holiday,
  - ii. for time worked during the first twelve (12) hours on a shift which starts on each holiday specified in Paragraph (203), and runs over into the day after a holiday,
  - iii. and for time worked in excess of the first eight (8) hours on a shift which starts the day before a holiday and runs over into a calendar holiday.
- Employees scheduled to start work on a contractual holiday will be paid 12 hours of Holiday Pay. All others shall receive 8 hours of straight time Holiday Pay.
- Section (203c) of the National Agreement will apply to UC's continuous seven (7) day operations.
- The Parties agree to modify Doc. 134 to allow, where applicable, twelve (12) hours to be credited to their Vacation Entitlement Allowance, in lieu of receiving holiday pay.
- The following dates will be added to the list of dates in Paragraph 203c:
  - Saturday, 4/19/2025
  - Saturday, 4/4/2026
  - Saturday, 3/27/2027
  - Saturday, 4/16/2028

Employees shall not be disqualified from holiday pay if they do not accept work on these days, or any other identified in 203c.

- UC-1 will follow the UAW-GM approved vacation calendar. Holiday adjustments will be made when a contractual Holiday is observed on a different day than in the official calendar. The following Holidays will be moved for the UC-1 location:

**UAW-GM Calendar**

Monday 4/21/2025

Monday 4/6/2026

**UC1-Observed**

Sunday, 4/20/2025

Sunday, 4/5/2026

Friday 7/3/2026  
Monday 3/29/2027  
Monday, 7/5/2027  
Monday 4/17/2028

Saturday 7/4/2026  
Sunday 3/28/2027  
Sunday 7/4/2027  
Sunday 4/16/2028

**Wages**

1. As per the Excerpts from the Minutes of Contractual and Wage Matters Subcommittee, any GM transferee to the Ultium Cells plant will continue to receive "the same wages and benefits as before their transfer" and will continue to receive all wage and benefit increases as outlined under the National Agreement.
2. The tables below follow the wage progression as outlined in the National Agreement and reflect an increase in base wage rate after fifty-two (52) weeks worked, using an employee's UC hire date as a starting point.

<b>Production, Quality, SRP, and Material Handling Base Wages</b>		
	Starting Wage Rate:	Wage Rate After 52 Weeks Worked
11/20/23	\$26.91	\$30.50
9/16/2024	\$27.72	\$31.42
9/15/2025	\$28.55	\$32.36
9/21/2026	\$29.41	\$33.33
9/20/2027	\$30.88	\$35.00

3. Due to competencies and extensive training required for the positions in Mixing & Coating employees will receive a \$1.00/hour premium above the production base wage rate.
4. All Maintenance employees will be paid in accordance with the following wage table:

Starting Wage Rate	Journeypersons
11/20/23	\$38.16
9/16/2024	\$39.30
9/15/2025	\$40.39
9/21/2026	\$41.70
9/20/2027	\$43.79

5. **Apprentice and Journeypersons in Training (J.I.T.) Wage Rates** - The straight time hourly wage rates (exclusive of Cost-of-Living Allowance and shift premium) for apprentices in the bargaining unit shall be the rates set forth in the following Apprentice and J.I.T. Rate Schedule:



Apprentice Training Period	Hourly Rate*
1st Period (0 to 1000 Hours)	84% of Applicable Journeyman rate
2 <sup>nd</sup> Period (1001 to 2000 Hours)	86% of Applicable Journeyman rate
3 <sup>rd</sup> Period (2001 to 3000 Hours)	88% of Applicable Journeyman rate
4 <sup>th</sup> Period (3001 to 4000 Hours)	90% of Applicable Journeyman rate
5 <sup>th</sup> Period (4001 to 5000 Hours)	92% of Applicable Journeyman rate
6 <sup>th</sup> Period (5001 to 6000 Hours)	94% of Applicable Journeyman rate
7 <sup>th</sup> Period (6001 to 7000 Hours)	96% of Applicable Journeyman rate
8 <sup>th</sup> Period (7001 to 8000 Hours)	98% of Applicable Journeyman rate

**\*The period rate shall be determined as a percentage of the Journeyman's classification rate for which the apprentice or J.I.T. is in training.**

6. Internal apprentice candidates will not be subject to a pay rate reduction and will fall into the progression that matches their current role.
7. For all employees at Ultium Cells, the following wage premiums shall apply:
  - A. All Crew Leads receive \$2.00/hour over their base wage.

**Most Favored Nations**

1. Tentatively Agreement Document (5-24-24).

**Additional Items**

The Parties agree to TA the following:

1. **Roles and Responsibilities**: As proposed by the Company on April 6, 2024.
2. **Non-Disclosure Agreement**: As proposed by the Company on April 6, 2024.
3. **Local Wage Agreement**: As proposed by the Union on June 6, 2024.
4. **Work Schedule**: As proposed by the Union on June 7, 2024.
5. **Article 12** - Departmental Transfers: As proposed by the Company on June 7, 2024.
6. **MOU** - Skilled Trades Outside Contracting: Previously TA'd document that will go into Local Agreement.

**Settlement Agreement**

1. The Parties have executed a fully comprehensive Settlement Agreement addressing all the issues previously discussed.

## **CONFIDENTIALITY, INVENTION ASSIGNMENT, AND NON-DISCLOSURE AGREEMENT**

I, the undersigned, acknowledge that Ultium Cells LLC (the “Company”) operates in a competitive environment and that, during the course of my work at the Company, I may participate in making certain discoveries, and I may have access to confidential information and materials which are of value to the Company and any natural or legal person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the Company (an “Affiliate”). Accordingly, I recognize the need for the Company and its Affiliates to be fully protected from improper disclosure of confidential information and the need for the policies and terms contained in this Confidentiality, Invention Assignment, and Non-Disclosure Agreement (this “Agreement”). Therefore, in consideration of my access, and assignment, to the Company through my employment with General Motors LLC, and as a condition of my continued access, and assignment, to the Company and any compensation paid in connection with that assignment, I acknowledge and agree as follows:

### 1. CONFIDENTIAL INFORMATION

As used in this Agreement, “Confidential Information” means information regarding the Company or its Affiliates which is not generally available to the public. including, but not limited to, the following: (i) information regarding the Company’s business, operations, assets, liabilities or financial condition; (ii) information regarding the Company’s pricing, sales, merchandising, marketing, capital expenditures, costs, joint ventures, business alliances, purchasing or manufacturing and its production indexes; (iii) business information regarding the Company’s non-represented team members or sales representatives, such as their role, responsibilities and expertise; (iv) customer lists or other information regarding the Company’s current or prospective customers, including information regarding their identities, contact persons and purchasing patterns; (v) information regarding the Company’s current or prospective vendors, suppliers, distributors, licensors, licensees or other business partners; (vi) forecasts, projections, budgets and business plans regarding the Company; (vii) information regarding the Company’s planned or pending acquisitions, divestitures or other business combinations; (viii) the Company’s trade secrets and other similar proprietary information; (ix) technical information, patent disclosures and applications, copyright applications, sketches, drawings, blueprints, models, know-how, discoveries, inventions, improvements, techniques, processes, business methods, equipment, algorithms, software programs, software source documents and formulae, in each case regarding the Company’s current, future or proposed products or services (including information concerning the Company’s research, experimental work, development, design details and specifications, and engineering); and (x) the Company’s website designs, website content, proposed domain names, and databases. Information shall not be considered to be generally available to the public if it is made public in violation of this Agreement or by a third party who has no lawful right to disclose the information or who does so in violation of any contractual, legal or fiduciary obligation to the Company or any Affiliate. Confidential Information shall not, however, include information independently developed without the use of Confidential Information.

I recognize that any Confidential Information made available to me is so made only for the limited purpose of performing my duties while assigned to the Company. I agree that, during and after my assignment to the Company:

- (a) I will not directly or indirectly disclose any Confidential Information (defined above) to any entity or person outside of the Company, or a designee of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (“the Union”) or use any such information for the benefit of anyone other than the Company without the Company’s prior written consent.
- (b) I will cooperate with the Company and use my best efforts to prevent unauthorized disclosure, use or reproduction of Confidential Information and will promptly advise the Company of any such unauthorized use or disclosure.
- (c) I will take all reasonable steps to preserve the confidential and proprietary nature of Confidential Information and to prevent the inadvertent or accidental disclosure of Confidential Information.
- (d) I will not remove, transfer from any of Company’s offices or premises, nor copy any materials or property of Company (including, but not limited to, materials and property containing Confidential Information), except as is strictly necessary in the performance of my assigned duties or as permitted under the National Labor Relations Act.

This provision, however, shall not preclude me from: (a) the use or disclosure of information generally known or available to the public other than as a result of a violation of this Agreement; (b) any disclosure required by law or court order; (c) communicating in any way with a governmental or administrative agency; or (d) communicating with an attorney or a designee of the Union (provided the designee has also signed this Agreement) from whom I seek advice - all with adequate steps taken to assure maintenance of confidentiality of the Confidential Information.

## 2. DISCLOSURE AND ASSIGNMENTS OF INVENTIONS AND IMPROVEMENTS

I agree to communicate to the Company as promptly and fully as practicable all inventions, discoveries, improvements, processes, developments, designs, data, computer programs and formulae, whether patentable or un-patentable (“Inventions”), conceived or reduced to practice by me (alone or jointly with others) at any time during my assignment to the Company or 12 months after my assignment with the Company ends, whether working at the Company or remotely, either (a) using the equipment, supplies, facilities or trade secret information of the Company, or (b) that relates at the time of conception or reduction to practice to the business of the Company or any work performed by me for the Company. I assign to the Company and/or its nominees all my right, title and interest in such Inventions, and all my right, title and interest in any patents, copyrights, patent applications or copyright applications based on the Inventions. I will assist the Company, without charge but at no expense to me, at any time and in every proper way to obtain for its own benefit, patents and copyrights for all such Inventions anywhere in the world and to enforce its

rights in legal proceedings. I irrevocably designate and appoint the Company and each of its duly authorized officers and agents as my agent and attorney-in-fact for and in my behalf and stead to execute and file any document and to do all other lawfully permitted acts to further the prosecution, issuance and enforcement of patents, copyrights and other proprietary rights with the same force and effect as if executed and delivered by me.

3. DISCLOSURE OF OWNERSHIP OF WORKS OF AUTHORSHIP AND MASK WORKS

I will disclose promptly to the Company all original works of authorship and mask works produced by me, alone or jointly with others, during my assignment to the Company or within 12 months after my assignment to the Company ends, that:

- (a) relate to the business of the Company or to the actual demonstrably anticipated research or development of the Company; or
- (b) result from any work performed by me for the Company; or
- (c) result to my using the equipment, supplies, or facilities of the Company; or
- (d) result from any use by me of any Confidential Information.

I agree that all such works shall be works made for hire and the property of the Company. Upon request of the Company and without further consideration, I will provide such cooperation and assistance, during my assignment and thereafter, as may be reasonably necessary to permit the Company, at its expense, to establish, perfect, and maintain its interest in such works in the United States and elsewhere.

4. PRIOR INVENTIONS

I have listed on Exhibit A (or indicated there are none) all inventions, original works or authorship, developments, improvements or trade secrets which were made by me prior to the start of my assignment with Company, which belong solely to me or jointly with another, which relate in any way to the Company's existing or proposed businesses, products, or research and development ("Prior Inventions"). I do not assign the Prior Inventions on Exhibit A to the Company by this Agreement, except that if, during my assignment to the Company, I incorporate into a Company product, process or machine a Prior Invention, the Company is granted a fully paid-up, non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, copy, modify, make derivative works of, use, import, sell and distribute such Prior Invention in connection with such Company product, process or machine, and I waive any right of attribution to such use by Company of the Prior Invention.

5. RECORDS AND MATERIALS

Any and all business records of the Company, wherever located, including correspondence, notes, files, books, papers and information and data stored on computer disks, software or hardware, as well as print-outs of such data and information relating in any way to the

Company or relating or arising out of Confidential Information shall be and remain the property of the Company. Upon termination of my assignment with the Company for any reason or upon earlier request by the Company, I will immediately deliver to the Company all tangible written, graphical, machine readable and other materials (including all copies) in my possession or under my control containing or disclosing Confidential Information. I shall also maintain as confidential any information which cannot be returned.

6. COMPLIANCE

I acknowledge and agree that my network activities by using the Company Network resources will be monitored and recorded for the purpose of confirming the appropriateness and legality of business processing in accordance with the Company regulations and related laws.

7. SURVIVAL OF TERMS

My obligations under this Agreement will survive the termination of my assignment, regardless of the reason for such termination. This Agreement will inure to the benefit of and be binding upon the successors and assigns of the Company. I understand that the provisions of this Agreement are a material condition to my access, and assignment, to the Company.

8. SEVERABILITY

If any provision of this Agreement should be found to be invalid or unenforceable, it shall be replaced by a provision which comes as close as possible to the intended result of the invalid provision, and the economic purposes thereof, and which is valid and enforceable. The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.

9. REMEDIES

I acknowledge and agree that violation of any provision of this Agreement may cause the Company irreparable harm, for which it may not have adequate remedies at law, and that if I violate or threaten to violate this Agreement, the Company will be entitled to seek injunctive relief against me, including but not limited to, temporary restraining orders, preliminary injunctions, and permanent injunctions, without the necessity or proof of actual damage or the posting of a bond, and without prejudicing any other remedies available to the Company, including, but not limited to, compensatory damages.

10. GOVERNING LAW, VENUE

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Ohio, U.S.A., without regard to the conflict of laws principles thereof. Any legal suit, action or proceeding arising out of or related to this Agreement shall be instituted exclusively in the state or federal courts of Ohio, as applicable, within the boundaries of the United States District Court for the Northern District of Ohio or, in the absence of federal jurisdiction, the state courts located in the County of Trumbull, Ohio,

and the Parties irrevocably submit to the exclusive jurisdiction of such courts in any such suit, action, or proceeding, and waive any claim related to venue or lack of personal jurisdiction. Nothing herein shall preclude me from filing a grievance related to any disciplinary action taken as a result of an alleged violation of this Agreement.

11. REPLACEMENT OF OTHER AGREEMENTS

This Agreement replaces all previous agreements and understandings, whether verbal or oral, relating to the same or similar matters which I may have entered into with the Company.

UNDERSTOOD & AGREED

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of \_\_\_\_\_, 2024.

For the Union:

For the Company:

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Name]

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

