

Collective Bargaining Agreement

Between

LEADEC Corp.



And

**International Union, United Automobile, Aerospace
& Agricultural Implement Workers of America**



Effective:

October 20, 2025, through March 15, 2027

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INTRODUCTION

Leadec Corp (“Company” or “Management”), and the United Automobile, Aerospace and Agriculture Implementation Workers of America (“UAW” or “Union”) International Union recognize that they must effectively function as a team to prosper in today’s global competitive marketplace. They agree that while they may have different ideas on various matters affecting their relationship, they have the common goals of placing Leadec Corp. in a position to provide world-class service to its clients and employment that provides the opportunity for personal and professional growth. The parties commit themselves to promoting an atmosphere of openness, respect and trust and to bring a sense of teamwork, collegiality and diversity to all we do. We are convinced that differences can be peaceful and satisfactorily adjusted by sincere and patient effort on both sides.

PREFACE

The Company and the UAW recognize their respective responsibilities under federal, state and local laws relating to legal principles of equal opportunity in employment practices.

PURPOSE

The purpose of this agreement is to provide orderly collective bargaining relations between the Company and the Union, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operation of the Company’s business.

ARTICLE 1: AGREEMENT

This agreement is entered into by and between. Leadec Corp., which provides support services for the US based Ultium locations, as listed in Attachment D and the UAW

ARTICLE 2: UNION RECOGNITION

The Company recognizes the Union as the sole and exclusive collective bargaining agent for employees included in Articles, and Division classifications within this agreement at the facilities listed in Attachment D, excluding clerical employees, professional employees, managerial employees, guards and supervisors as defined in the Act. There shall be no individual agreement between the Company and the employees.

This agreement shall not be construed to extend to or to effect in any way any other part of the Company's business other than designated in hereof. The term "employee" or "employees" as used in this agreement shall be construed to include only the classifications set forth in this article and shall not be construed to include any other employees in any of the Company's other divisions, branches, locations, or components. The term “employees” shall embrace all such employees within said collective bargaining unit. All other employees not within said unit as above set forth are specifically excluded from this Agreement.

In case the UAW shall be certified as the bargaining representative for any additional bargaining units at any Ultium facility in the US, or if recognition is extended without formal certification, those additional bargaining units shall be included in this agreement. Upon request, the Company agrees to voluntarily extend recognition based upon a card check conducted by a neutral party.

ARTICLE 3: NEW FULL-TIME EMPLOYEE PROBATIONARY PERIOD

This initial agreement, upon ratification, will consider all employees on roll as October 20th, 2025, Full-Time employees with or without ninety (90) days of employment.

New employees will be considered as being on probation for the first ninety (90) calendar days from the most recent date of hire at the Ultium facility. Such employees are at-will and subject to discharge for good cause during the probationary period, which will not be subject to the grievance procedure and/or arbitration procedure. However, any claim by a probationary employee that their discharge, after thirty (30) calendar days of employment, is not for cause, may be taken up through the grievance procedure but will not be subject to the arbitration procedure. Employees will enjoy seniority status upon completion of the probationary period.

ARTICLE 4: CHECK-OFF

Union Security and Check-Off of Union Membership Dues

- 1) An employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union.
- 2) An employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union after the thirtieth (30th) calendar day following the effective date of this Agreement or after the thirtieth (30th) calendar day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under, and for the duration of, this Agreement.
- 3) Anything herein to the contrary notwithstanding, an employee shall not be required to become a member of, or continue membership in the Union, as a condition of employment, if employed in any state which prohibits, or otherwise makes unlawful, membership in a labor organization as a condition of employment.
- 4) During the life of this Agreement, the Company agrees to deduct from the pay of each employee, Union Membership dues levied by the International Union or Local Union in accordance with the Constitution and By-Laws of the Union, provided that each such employee executes or has executed the "Authorization for Check-Off of Dues" form; provided further however, that the Company will continue to deduct for whom it has on file an unrevoked Authorization for Check-Off of Dues form. The Company will turn over all unrevoked Authorization for Check-Off of Dues forms to any successor employer. Any successor Employer will continue to honor the unrevoked Authorization for Check-Off of Dues forms as permitted by law.
- 5) Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Section of the Agreement. Such amounts will be deducted monthly provided the employee has sufficient net earnings to cover the liability.
- 6) A properly executed copy of such Authorization for Check-Off of Dues form for each employee for whom Union membership dues are to be deducted hereunder, shall be completed by the employee. The Union shall submit copies to the Company before any dues deductions are made, except as to employees whose authorizations have heretofore been delivered to the Company. Deductions shall be made thereafter, only under the applicable Authorization for Check-Off of Dues forms which have been properly executed and are in effect.
- 7) Check-Off deductions under all properly executed Authorizations for Check-Off of Dues forms which have been delivered to the Company on or before the effective date of this Agreement, shall begin with the first month following the effective date of this Agreement.
- 8) It shall be presumed that employees owe initiation fees, unless they had previously executed an Authorization for Check-Off of Dues form at that plant, and such initiation fees will be deducted

simultaneously with the initial deduction as specified in paragraph five (5) above. Thereafter, the Union membership dues for each succeeding calendar month shall be deducted as follows:

- a. All payroll periods ending in a calendar month will constitute, in the aggregate (minimum of forty (40) hours worked), the dues deduction month. Regular monthly dues and past dues or initiation fees, if any, will be deducted provided the employee has sufficient net earnings to cover the deductions. In the event there are insufficient net earnings, the deductions will be made from the subsequent pay received by the employee that is sufficient to cover the deductions. Any liability will be carried forward until the employee has sufficient net earnings to cover the deductions.
- 9) Dues deductions to be remitted to the designated Financial Officer of the Local Union, once each month by electronic transfer to a designated account provided by the Local Union, if possible, as soon as available, but no later than (30) thirty-days after the regular deduction date. The Company shall furnish the designated Financial Officer of the Local Union, monthly with the names, identification numbers, and department numbers of those for whom deductions have been made. The amounts of the deductions and the amounts deducted, by employee in electronic format per the request to the Local Union Financial Officer.
- 10) In the event an employee receives a back-pay settlement or award for any calendar month for which no dues deduction has been made, a deduction for each such month shall be made from such settlement or award.

The Union shall indemnify the Company and hold it harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of, or by reason of, any action taken by the Company for the purpose of complying with this Article, or in reliance on any notice given by the Union to the Company with respect to any employee's membership status in the Union. If the employee is found to owe Union dues, the Financial Secretary shall in writing notify Payroll and a dues deduction will be made for the delinquent amount within thirty (30) calendar days of the notification.

ARTICLE 5: MANAGEMENT RIGHTS

Section 1 – Retained Rights

The Company reserves and retains the right to direct, manage, and control its business and the workforce. The Company, in the exercise of the customary functions of management, may establish and enforce reasonable rules not inconsistent with the terms of this agreement. In addition, the right to manage the Company's business, hire, promote, demote for just cause, discharge for just cause, lay-off, or discipline for just cause, to establish quality and operating standards, change methods of equipment, to maintain efficiency of employees, and establish schedules is recognized by both the Union and the Company as the proper responsibility of management, whether the same has been exercised heretofore or not.

The Company shall have the right to formulate, amend, add, revoke, and enforce such work rules and regulations as in its opinion may be necessary or reasonable for the proper, safe and efficient conduct of the Company's business provided such rules and regulations, and their enforcement, shall not violate any rights of this Agreement. Copies of all such rules and regulations, amendments, additions and revocations shall be given to the Union.

Section 2 – Management Responsibilities

In managing the operations, Management will-meet with the Union to discuss major organizational changes, changes to any health and safety policies, plans to in-source work, out-source work, technological changes, schedule changes, or other significant events that will impact the bargaining unit.

Prior to initiating or changing Company work rules or schedules, management will meet with the Union Bargaining Committee to review the work rules or schedules, explain the reason for the change, and explore alternatives.

Section 3 – Union Responsibilities

The Union has the exclusive responsibility of representing its membership regarding all terms and conditions of employment and to ensure that they are treated consistent with the terms of this agreement, and that its members receive fair and equitable wages and benefits. The Union agrees to promote the common objectives and to cooperate with the Company in administering, on a fair and equitable basis, standards of conduct, attendance programs, and problem resolution.

Section 4 – Employee Responsibilities

All employees have the following responsibilities:

- Meet reasonable goals and schedules
- Work within reasonable Company guidelines
- Respect the individual rights of others
- Abide by reasonable standards of conduct and attendance policies
- Promote continuous improvement by looking for opportunities to make the Company more efficient
- Achieve quality goals and improve quality standards
- Follow all Health & Safety practices and procedures

The Company and the Union agree that all employees of the Company, both management and union, must work together. In this regard, neither the Company nor the Union will condone any harassment or unfair treatment of one party by another.

ARTICLE 6: SENIORITY

Section 1 - Seniority

Seniority is defined as length of continuous service with the Company and is accrued upon completion of the probationary period. If an employee transfers to another facility, they will establish a new plant date. In the event more than one employee has the same plant seniority date, the tiebreaker will be determined by the last four digits of an employee's Social Security number (0-low Seniority and 9-high Seniority). Seniority will be retroactive to the first day worked at the respective Ultium facility.

Seniority is applied to the following:

- Vacation eligibility
- Permanent job bids
- Layoffs by classification in reverse order of seniority, except for layoffs less than thirty (30) calendar days
- Overtime/Equalization

Section 2 – Layoffs:

- Employees will be laid off by order of seniority, low seniority first. Retained employees must be able to perform the required work at the required quality and performance standards.
- Employees will remain in their classification by order of seniority. In the event of a layoff projected not to exceed thirty (30) calendar days, volunteers will be solicited and will be given priority as long as the remaining employees can perform the job safely. In the event there are not enough volunteers, members will be laid off by classification by order of seniority, low seniority first, except as referenced above.
- Retained employees will be solicited within the classification high seniority to lowest seniority to be adjusted to another shift within the classification. If there are not enough volunteers, employees with the least seniority shall be adjusted to another shift for the duration of the layoff provided they have the skills, ability and qualifications to perform the job.
- After a two-week period, the Company will review with the Union the status of the layoff. If projected to go beyond thirty (30) calendar days, then joint discussions will be held to review a transition plan to manage the ongoing layoff.
- In the event of a layoff projected to exceed thirty (30) calendar days, members will be laid off by order of seniority, low seniority first.
- In the event of any layoff, the process for securing volunteers will be determined as follows: All employees will be polled for volunteers before the layoff occurs; the company will replace volunteers with the employees with the greatest seniority subject to the layoff (as long as the employee can safely perform the work).
- The elected Chairperson, Committee people, and Alternates will be retained. That is, in the event of reduction-in-force at the point where they would be subject to layoffs, the Unit Chairperson, Committee people and Alternates will be retained on their assigned shift and/or elected represented area unless that shift and/or elected represented area has been eliminated.

Section 3 – Reduction Rights

In the event of a reduction-in-force, the following procedure shall be utilized for employees in the classifications designated in the collective bargaining agreement. An employee shall exercise seniority against the employee with the least seniority in the following order;

1. Classification
2. Shift
3. Division

In the event an employee does not meet the minimum requirements in which he/she is reduced or does not meet the job performance standards, such employees shall exercise seniority in line with the next following reduction order. In the event more than one person is involved; the concept of high bumps low will be used.

Section 4 - Return Rights

An employee will have rights to return to the next available opening within the classification/shift from which they were reduced. The proper return to classification form(s) have to be submitted to management within thirty (30) days of reduction.

Section 5 - Recalls

Recall of laid off employees from layoff will be in reverse order of seniority (last out, first back). It is the employee's responsibility to keep a current address and telephone number on file with the Company for recall notification

purposes, as outlined in Section 7 below. The Company will provide reasonable training within the employees' classification to support the skill(s), ability and qualifications to perform the job.

Section 6 - Termination

Seniority will be broken when:

- An employee is discharged for just cause.
- An employee voluntarily quits.
- An employee is absent for three (3) regular scheduled working days without notification.
- An employee fails to report to work within five (5) working days of notification of recall from layoff by personal contact and/or certified mail unless otherwise agreed to by management and the Union Chairperson or designee.
- An employee who is not at work for eighteen months (18) months or length of service whichever is greater.
- If an employee engages in gainful full-time employment while on a leave of absence with the exception of union leave and military leave.
- An employee presents false, altered or untruthful documentation and/or information as a reason/excuse for the employee's action, inaction or treatment with the respect to a provision of the agreement.

Section 7 – Employee Contact Information

It shall be the responsibility of each employee to notify the Company of any change of address, marital status, dependents, and telephone number. The employee's address and telephone number, as it appears on the Company's records, shall be conclusive when used in connection with any notice by the Company to an employee. For the purpose of any notice under this Agreement, notice shall be deemed completed when sent via certified mail, return receipt requested, or by telephone in the presence of a Union Representative.

ARTICLE 7: JOB DESCRIPTIONS

Housekeeping job responsibilities include, but are not limited to, the following:

- Clean all plant areas including, but not limited to, the shop floor, the warehouse floor, docks, washrooms, offices, break rooms, meeting areas and training rooms, gowning rooms, cafeteria, and locker rooms.
- Restock washrooms, break rooms and cafeterias and janitor closets.
- In the case of any non-toxic substance, clean spills and collect and remove garbage including cardboard. (Any substance not identified or unsure must be reported to supervisor before handling).
- Limited outside trash pickup, minor salt and snow removal near doorways, and other minor outdoor duties.
- Operating industrial equipment to including but not limited to C5 or similar scrubbing equipment balers and trash compactors.
- Use of personal protective equipment (PPE) to include but not limited to; high visibility safety vest, safety glasses and any protective equipment required for the task at hand.
- Special cleaning projects as required by the customer or assigned by the Company, that would not be covered by the technical cleaner.

Technical Cleaner/Clean Room job responsibilities include, but are not limited to, the following:

- Job duties as assigned to Housekeeping responsibilities above

- All Clean Room cleaning tasks in accordance standardized quality checklists to ensure area is clean and free of dust and debris.
- Required use of special personal protective equipment (PPE) to include but not limited to; Powered Air Purifying Respirator (PAPR),
- Changing and maintaining pre-filter media on air handlers.

The Technical Cleaner classification requires:

- The ability to pass required physical
- Frequently required to stand and walk on concrete and/or steel surface for up to 8-12 hours.
- Frequently required to reach with hands and arms; climb or balance; stoop, kneel, or crouch.

Powered Industrial Vehicle (PIV) job responsibilities include, but are not limited to the following:

- Job duties as assigned to housekeeping responsibilities above
- Operating powered industrial equipment to include the following: tuggers, burden carriers, aerial lifts, forklifts, street sweepers, walk behind scrubbers (not to include the C5 or similar equipment) and ride on scrubber sweepers.

Any new equipment that is introduced will require a meeting between the chairperson and the Facility Manager to determine whether the equipment will qualify as PIV equipment or not. Any disagreements will be escalated through the grievance procedure.

Any housekeeper that operates PIV equipment as defined in this article will be entitled to the PIV rate for their entire shift in which they operate the equipment. Employees must have managements approval to use PIV equipment to qualify for the day rate. Technical Cleaners will be paid their normal technical cleaning rate even if they operate PIV equipment.

Any dispute on an assignment and where it belongs within the classification definition will be discussed locally for resolution. Any further disagreements will follow Article 10: Grievance and Arbitration.

Section 2: Shift Preference:

Employees will be allowed to exercise Shift/schedule Preference moves within their current classification once every six (6) months provided they have the appropriate training. Shift preference/schedules moves will be awarded based on plant seniority and honored within seven (7) calendar days unless otherwise agreed to by Management and the Union Chairperson.

The displaced employee will transfer to the position held by the employee who requested the change in shift/schedule provided they have the appropriate training. If an employee that has exercised a shift/schedule preference and is subsequently bumped prior to the end of the closed six (6) month period, the employee will be allowed to exercise another shift/schedule preference as defined above.

Temporary shift/schedule changes can be granted with mutual agreement between Management and the Union Chairperson.

ARTICLE 8: JOB POSTING

Section 1: Job Openings

At the time a job opening occurs, management will determine whether the opening is temporary or permanent based on the estimated length of time required to fulfill the job requirements. The UAW representative will be notified of any job opening.

1. Job openings will be filled based on the following procedures. The job will be posted as soon as the duration is known.
2. The Union and Management will meet to discuss the duration of temporary openings for the following conditions:

Section 2: Short-Term Temporary Assignment (Less than thirty (30) calendar days.)

1. Temporary Assignments less than thirty (30) calendar days will be made at Management's discretion.

Section 3: Temporary Assignment

Thirty (30) calendar days up to ninety (90) calendar days.

1. Openings will be posted for three (3) working days. During the posting period, the position will be filled at management discretion.
2. The parties agree that where qualification(s), skill(s) and ability are equal, bargaining unit seniority will be the determining factor in awarding the job opening.
3. In the event the employee decides he/she does not want to perform the job, the employee will be returned to their previous classification and shift; and the employee will be restricted from bidding on other temporary job openings for ninety (90) calendar days.
4. Employees awarded temporary jobs through the posting process will not be restricted from bidding on a permanent job opening.
5. Upon completion of the temporary job assignment, the employee will be returned to their previous classification and shift, seniority permitting.
6. Secondary openings, created by filling a job posting, will be backfilled by temporary assignment at Management's discretion.
7. Temporary job compensation is located in Wages.

Section 4: Permanent Job Openings

All permanent job openings for jobs projected to last over ninety (90) calendar days will be filled as follows:

1. Primary openings will be posted for ten (10) calendar days.
2. The parties agree that where qualification(s), skill(s) and ability are equal, bargaining unit seniority will be the determining factor in awarding the job opening.
3. Transfer will be effective within fourteen (14) calendar days after the posting period has ended unless time limit is reduced or extended by mutual agreement between the parties.
4. Employees will be provided the reasonable training to support the skill(s), ability and qualifications necessary to perform the job.
5. In the event management determines the employee cannot perform the job within the ten (10) calendar day period, the company will meet with the union to discuss the performance deficiencies. The employee will be sent back to their previous job assignment and will not be restricted from bidding on other job postings.
6. In the event the employee decides they do not want to perform the job within the ten (10) day period, the employee will be returned to their previous shift and classification and will be restricted from bidding on other permanent job postings for ninety (90) calendar days from the date of the original job award.

7. During the time required to fill the job openings, it may be filled through temporary assignment.
8. Jobs that are not filled by the job bid process will be filled with new hires per Articles herein: Permanent Employment Probationary Period.
9. Postings for job openings will be posted in each classification for seven (7) calendar days and will include the following information:
 - o Classification
 - o Shift
 - o Schedule as referred to in Workweek and Relief.
 - o Description of job
 - o Number of job openings

ARTICLE 9: STRIKES, STOPPAGES AND LOCKOUTS

The parties to this agreement recognize the importance of providing Ultium with uninterrupted quality service. During the term of this agreement, no employee(s) will call, instigate or participate in any strike, sympathy strike, sit-down, stay-in, walkout, slowdown, stoppage, picketing or willful interference with work or receipts of shipment of materials and supplies against the Company or Ultium. In addition, the Company will not lockout the employees.

Both parties agree that in the event of such action(s) noted above, the offended party may pursue all lawful recourse to address and halt such action(s).

Employees actually engaged in any strike, sympathy strike, sit-down, stay-in, walkout, slowdown, stoppage or curtailment of work, picketing or willful interference with work or receipt of shipment of materials and supplies, may be suspended or discharged by the Company on an equal-for-equal misconduct basis and there can be no resort by the employee(s) or the Union as a result of such suspension or discharge to the grievance or arbitration procedure except with respect to the question of whether the employee(s) engaged in the prohibited conduct or where the Company does not apply discipline on an equal-to-equal misconduct basis.

However, it shall not be a violation of this agreement, and it shall not be cause for disciplinary action if any employee honors an authorized picket line of UAW represented employees who are involved in a labor dispute at the respective Ultium site. The Union and the Company will hold discussions with respect to the situation. The Union recognizes that the Company has obligations to its client.

ARTICLE 10: GRIEVANCE AND ARBITRATION

A grievance is defined as any dispute arising as to the interpretation or application of provisions of this Agreement or involving an alleged violation of a provision of this Agreement, between the Company and an employee(s) covered by this agreement or between the Company and the Union.

STEP ONE, PRESENTATION OF GRIEVANCE TO SUPERVISOR

Any employee having a dispute or one designated member of a group having a dispute shall first take it up with the immediate supervisor, who will attempt to settle the dispute.

If the dispute is not settled by the immediate supervisor, the employee has three (3) regularly scheduled working days from the date at which the employee is otherwise aware of the violation to file the grievance or the matter will be considered closed. The employee may request the supervisor to call the representative to handle the specified grievance. The supervisor will promptly notify the representative of the call without further discussion of the complaint.

A representative having a written grievance on forms supplied by the Company and signed by the employee(s) may take it up with the employee's supervisor, who will attempt to adjust it. The representative will furnish a copy of the grievance to the supervisor, who will give a written answer within seven (7) working days after its receipt. If the case is not adjusted by the supervisor, it may be appealed by the representative to the next higher level of supervision where a written answer will be given within seven (7) working days after its receipt.

STEP TWO, APPEAL TO MANAGEMENT-UNION COMMITTEE

A meeting between representatives of Local Management and the Union shall be scheduled when needed at a time to be mutually agreed upon between the Union and Management. Upon mutual agreement of the parties a meeting can be cancelled, but it must be in writing with both parties in agreement stating the reason for cancellation, dated and signed, with copies exchanged at the time of agreement. This will not preclude the right of either party to request additional meetings. The meetings must be mutually agreed upon and documented in writing. Such meeting will be arranged within a reasonable period of time. Unless changed by mutual agreement of the parties, such meetings will not exceed two hours.

Minutes of the Management-Union meeting, which shall include the Step 2 disposition on written grievances, will be published by Management with signature, date and time for establishment of timeliness within a maximum of seven (7) working days following the date of the Management-Union meeting unless a different time limit is established in writing and signed by the parties.

Minutes from 2nd step meeting to include:

1. Date of meeting
2. Names of those present
3. Statement of each grievance taken up and discussed, also, in summary fashion, of the Union's contention or, at its option, a written contention, in the event of failure to adjust
4. Management's written disposition on each grievance, with reason for same if answer is adverse.
5. "Highlights" of the meeting, these include specific questions asked by the Committee on policy matters and any answers to such questions given by Management
6. Date of approval, and joint signatures
7. A copy of the minutes are to be signed, dated and exchanged between the parties

Any grievance not appealed from management's disposition at one step of the procedure to the next step within seven (7) working days of management's written disposition, shall be considered settled on the basis of the last management disposition and not subject to further appeal unless reinstated pursuant to the reinstatement of grievances provisions of this Agreement.

If a grievance is not adjusted at the Second Step and the Union believes it has grounds for further appeal, the representative or Chairperson/Local Union President will file a Notice of Appeal with the Site Facility Manager within seven (7) working days after receipt of Management's written answer, or the case shall be automatically settled based on Management's disposition and not subject to further appeal.

STEP THREE, APPEAL TO THE COMPANY AND INTERNATIONAL UNION

A meeting among Company Representatives, the International Union Servicing Representative, Chairperson/Steward and Local Union President to discuss the grievance will be held within thirty (30) days from the disposition of the grievance at Step Two (2). If the grievance is not resolved, the Company will give the Union

a written disposition within seven (7) working days of the Step Three (3) meeting. The Regional International will then review the Company decision with the Local Union In-plant representative. The Regional International Representative will determine if the grievance should be advanced to arbitration.

Notice of appeal will be given within one (1) month from the date of receipt of Company's Step (3) disposition to the Union. Such notice will be given to the Company's Labor Director from the Union's Regional International Representative.

All grievances filed for a discharge or termination of an employee will be filed in Step Two (2) of the grievance procedure.

STEP THREE POINT FIVE (3.5) NATIONAL PARTY REVIEW

Before sending a grievance from step three (3) to step four (4) of this procedure the case will be reviewed by the National Parties. After seven (7) working days of receipt of the grievance, a meeting will be scheduled between the National Parties for disposition unless otherwise agreed upon by the National Parties. If the grievance is not settled at this step, then the Regional Director or his designee can appeal management's step three (3) decision within thirty (30) calendar days and send it to step four (4). If management's decision from the third step is not appealed after the step three-point five (3.5) meeting, then the grievance will be settled on management's step three (3) answer.

STEP FOUR, ARBITRATION

The arbitrator will be confined to the interpretation of the explicit provision(s) in this agreement and have no authority to add to, detract from, alter, amend, or modify any provision of this agreement. The Arbitrator will not have the right to impose limitations or obligations on either party not specified in this agreement. The Arbitrator's ruling will be final and binding on all parties.

Arbitrators will be selected from a list(s) provided by the Federal Mediation and Conciliation Service (FMCS) and the expenses will be shared equally by the Company and the Union. The Arbitrator's decision will be submitted in writing. During the life of the agreement, the parties will attempt to agree on a permanent Arbitrator from the FMCS list.

Section 1

Notice of intent to arbitrate will be in writing within thirty (30) days unless otherwise mutually agreed or the grievance shall be considered settled on the basis of the last management disposition and not subject to further appeal unless reinstated pursuant to the reinstatement of grievances provisions of this Agreement.

All timelines may be extended upon mutual agreement in writing at any step of the grievance procedure.

Section 2

The Company shall not be subject to any financial liability for any period more than thirty (30) working days prior to the date the grievance was filed in writing.

REINSTATEMENT OF GRIEVANCES

The parties acknowledge the importance of a stable, effective and dependable problem resolution process that ensures prompt, fair and final resolution of employee problems. Attempts to reinstate problems properly disposed of violate the principles of collective bargaining in the grievance procedure.

However, in instances where the International Union, UAW by either its Executive Board, Public Review Board, or Constitutional Convention Appeals Committee have found the disposition improperly affected by the Union or a Union Representative, the International Union may inform the Company in writing to reinstate the grievance. The Company will not be liable for any claim or damage related to the time period between the last disposition and reinstatement of the grievance.

ARTICLE 11: UNION ACTIVITY

Section 1 – Union Activity Time

The Company will not deny any representative of the Union who is fulfilling the duty of administering this Agreement an opportunity to confer with a manager, another union representative and/or employee at a time that does not interfere with the Company's operations. Upon an employee's request, a union representative will be present at investigative meetings between Management and Employee(s).

The unit representative will be allowed reasonable time to conduct union activities and will be paid the appropriate rate of pay for any hours worked above the scheduled shift with prior approval of Management. Unit Chairpersons will be allowed up to forty (40) hours per week in plants over one hundred fifty (150) employees, twelve (12) hours per week in plants over fifty (50) employees, eight (8) hours in plants of nine (9) employees up to fifty (50) employees and four (4) hours in plants of nine or less employees for union business. If additional time is needed for union business, the representative may appeal to their supervisor for consideration of additional time and will be paid the appropriate rate of pay. Any disputes may be taken up with the appropriate Union and Management Representatives.

The parties recognize that there may be circumstances/situations where the Unit chairperson's Union time would need to be done offsite. It is agreed that should this need occur, the Chairperson will give at least 24-hours advance notice to the Site Manager where practicable.

Section 2 – Union Representation-

There shall be representatives and alternates:
One Unit Chairperson- One (1) any shift
Three representatives and three alternates were applicable.

The Company will pay the representatives for all hours worked in the handling of disputes and/or grievances and attending all meetings with the Company at the representative's appropriate rate of pay.

The Chairperson or Local Union President shall furnish the Company with the names of all representatives, and the area they represent. In a reduction of the workforce, refer to Article 6: Seniority.

ARTICLE 12: WORKWEEK AND RELIEF

Section 1 – Schedules, Breaks and Lunch

Section 1

The definition of the work week shall be forty (40) hours during any three (3) or four (4) or five (5) scheduled workdays, Monday through Sunday.

The definition of a workday shall consist of eight (8) or ten (10) or twelve (12) consecutive hours.

- (a) Three (3) days consisting of twelve (12) hours per day inclusive of three (3) paid fifteen (15) minute breaks and a thirty (30) minute paid meal period.
- (b) Four (4) days consisting of ten (10) hours per day inclusive of two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period.
- (c) Five (5) days consisting of eight (8) hours per day inclusive of two (2) paid fifteen (15) minute breaks and a thirty (30) minute unpaid meal period.
- (d) The Company will make every attempt to provide consecutive days off whenever practical.

Any shift schedule changes will be reviewed with the Union prior to implementation. In the event that shift schedule changes are required, the Company will make every effort to provide fourteen (14) days' notice prior to the new shift schedule going into effect.

In the event a new alternative work schedule is required, the Company will meet with the Local Union to negotiate the details of the new alternative work schedule.

Administration of three (3) twelve 12-hour shifts:

The Company and Union discussed at length the work shift of 36 hours for a 40-hour work week.

Normal scheduled workday is a three (3) day, twelve (12) hour shift and will be compensated at 13.33 straight time hours.

Lunch: 12 Hour Shift will receive: 30-minute paid lunch

Breaks: 12-hour shift will receive: three (3) fifteen-minute paid breaks

Pay Premiums:

- All hours worked for 3/12 workers following their regular scheduled shift will be paid at time and one half.

Vacation:

- Employees will be paid 40 hours vacation who request their scheduled 3 days as vacation.

Holiday pay:

- Employees will receive scheduled hours at straight time for each negotiated holiday that falls on a regular scheduled workday. Employees who work a designated holiday and are eligible for holiday pay may request to bank those holiday hours to be taken later in lieu of receiving the holiday pay. The day scheduled off at a later date is a paid day off.
- Employees will receive 8 hours of straight time, if a holiday falls on a regular day off.

Bereavement:

- Employees are entitled to 3-days' bereavement with 40-hours pay.

Section 2 – Schedule Changes

Any shift schedule changes will be reviewed with the appropriate Representative to discuss alternatives prior to implementation. In the event that shift schedule changes are required, the Company will make every effort to provide a notice (fourteen (14) working day notice is preferred by both parties where possible based on customer demand) before the new shift schedule goes into effect. In the event that Ultium significantly changes its production schedule, which impacts the work schedules, the parties will meet to discuss scheduling alternatives.

Section 3 – Job Openings

When an opening occurs in a classification that has a multitude of schedules or start times, employees within the classification will be solicited and given preference, by plant seniority, to fill the open assignment, before the job is opened to the job bid process.

Section 4 – Show Up Pay

Any employee who reports to work as scheduled and is sent home due to lack of work (at the discretion of the Company) shall be paid a minimum of one-half (1/2) of his/her regularly scheduled shift. This provision shall not apply if the employee is sent home due to any other reason including, but not limited to, disciplinary investigation, suspension or circumstances beyond the Company's control such as fire, floods or natural disasters. If the employee volunteers to leave early, no pay will be given for the remaining hours. Employees must perform any work assigned by the employer.

ARTICLE 13: OVERTIME PREMIUMS

OVERTIME PREMIUMS -

Overtime pay will be paid in accordance with the following provisions:

- All hours in excess of forty (40) hours in a normal workweek will be paid at one and one-half (1-1/2) times the regular rate of pay. All contractual time off will count towards the forty (40) hour requirement.
- All hours in excess of forty (40) hours and worked on Sunday or the seventh day of the employee's normal workweek will be paid at two (2) times the regular rate of pay.
- Overtime hours worked will be included as compensable hours earned toward the 40-hour straight time goal.
- All hours worked on a holiday as specified in Holidays article 15 will be paid at two (2) times the regular hourly rate of pay in addition to the holiday pay (if otherwise eligible).
- Overtime or premiums provided for under any provision of this Agreement shall not be duplicated (i.e., in case certain hours worked are covered under two premium provisions in this contract) pay shall be computed under each premium and the greater amount only shall be paid.

ARTICLE 14: EQUALIZATION OF OVERTIME -

Section 1: Daily Overtime

1. Employees will be awarded daily overtime by order of low hours within their classification and shift. The work schedule is frozen during the week the overtime occurs. In the event employees eligible for overtime have matching hours, classification and shift, the overtime will be awarded by order of highest plant

seniority to lowest plant seniority. If both employees have the same plant seniority date, the tie breaker will be by the last four digits of their Social Security number (0-low and 9-high).

2. The Company will notify employees of daily overtime at least two (2) hours prior to the end of their shift or as soon as the need for overtime is known.
3. If in the event the process fails to secure the required manpower, employees with the lowest seniority employee(s) in the classification and shift will be required to work.
4. If an employee accepts daily overtime and later elects to refuse the overtime, the employee must notify the supervisor sixty (60) minutes prior to the end of their regular scheduled shift.
5. If an employee accepts daily overtime and later elects to refuse the overtime and fails to notify the supervisor one (1) hours prior to the end of their regular scheduled shift, the employee will be charged two (2) times the overtime hours that the employee would have been paid if he/she had worked.
6. The parties agree that when employees go on a leave of absence, during the first thirty (30) calendar days of the leave, their names will remain on the equalization of hours chart, and they will be charged available hours. After thirty (30) calendar days, the employees' name will be removed from the equalization chart and upon their return to work they will be placed at average hours of the group. When an employee is removed from the list, will be charged average hours when they return to work.
7. The first Monday of each calendar year, the charged overtime hours will be reset to zero hours for each employee and listed highest plant seniority to lowest plant seniority.

Section 2: Scheduled Overtime

1. Employees will be awarded overtime by order of low hours within their classification and shift. The work schedule is frozen during the week the overtime occurs. In the event employees eligible for overtime have matching hours, classification and shift, the overtime will be awarded by order of highest plant seniority to lowest plant seniority. If both employees have the same plant seniority date, the tie breaker will be the last four digits of their Social Security number (0-low and 9-high).
2. Management will notify employees of scheduled overtime at least twenty-four (24) hours prior to the beginning of the overtime period or as soon as the need for overtime is known.
3. The Company will canvass the employees that are at work to fill the overtime needs.
4. If in the event the process fails to secure the required manpower, the Company will canvass as follows:
 - a. On each Monday, the Company will post Overtime Sign-up Sheets for each classification.
 - b. The Company will canvass the Overtime Sign-Up Sheet first. In the event the process fails to secure the required manpower, the company will then fill the need with part-time/on-call employees. The Company will award overtime to qualified employees by order of low hours according to the assignment being filled.
 - c. Employees who accept overtime and fail to report for work for that overtime will be charged double the hours the employee would have been paid if he/she worked.
 - d. When an employee is absent for his/her regular scheduled shift in a week that overtime exists, that employee will be canvassed by the process to secure the overtime and will be charged to the equalization of overtime as if he/she worked their scheduled workweek.
5. If in the event the process fails to secure the required manpower, employees with the lowest seniority employee(s) in the classification and shift will be required to work.
6. The Company will attempt to equalize overtime on all shifts within the classification subject to the operational needs.

Section 3: Holiday Overtime

1. Holiday overtime will be awarded to employees by order of low hours within their classification, regardless of shift. The work schedule is frozen during the week the overtime occurs. In the event employees eligible for overtime have matching hours and classification, the overtime will be awarded by order of highest plant

seniority to lowest plant seniority. If both employees have the same plant seniority date, the tie breaker will be the last four digits of their Social Security number (0-low Seniority and 9-high Seniority).

2. Management will notify employees of holiday overtime at least twenty-four (24) hours prior to the beginning of the overtime period or as soon as the need for overtime is known.
3. Employees cannot accept Holiday Overtime on another shift if they are eligible for Holiday Overtime on their assigned shift.
4. If in the event the process fails to secure the required manpower, employees with the lowest seniority employee(s) in the classification and shift will be required to work.
5. Employees who accept overtime and fail to report for work for that overtime will be charged double the hours the employee would have been paid if he/she worked.

Section 4: Mandatory Overtime

1. The maximum number of hours an employee could be mandated to work is an additional two (2) hours after their regular scheduled shift.
2. Volunteers can work more than the two (2) hour limitation. However, employees who work a double shift will be granted the same relief breaks as that shift's normal allotment.
3. Employees will be granted a fifteen (15) minute break between the end of their shift and the beginning of the overtime period, when the overtime period is not expected to exceed half of their regularly scheduled shift. Employees will be granted a paid thirty (30) minute break between the end of their shift and the beginning of the overtime period, when the overtime period is expected to exceed half of their regularly scheduled shift.
4. Employees who are scheduled to work overtime may request their applicable fifteen (15) or thirty (30) minute break during the last hour of their regularly scheduled overtime shift.
5. If two (2) consecutive weekends are forced, the third (3rd) weekend will be optional. The cycle will start over every three (3) weeks regardless of the times worked voluntarily or not. Overtime equalization will be followed. Understanding that this language is subject to the Ultium facilities schedule to which the company's services are attached to.

Section 5: Charging Overtime Hours

1. When an employee is contacted for overtime and declines, the overtime will be charged to the record on the basis of hours the employee would have been paid had he/she worked provided that the overtime is not cancelled at which time no hours would be charged.
2. Employees who accept overtime and fail to report to work for that overtime will be charged double the hours the employee would have been paid if he/she worked.
3. Employees who are absent for any reason, other than number six (6) below, will be charged on the equalization records with the hours he/she would have been charged had he/she been at work.
4. Employees who have been involuntarily temporarily reassigned, or who have been reduced due to reduction: Seniority, will be placed on the overtime equalization record of such classification and shift with the average number of overtime hours in the group.
5. New employees and/or transferred employees will be charged with hours equal to the highest among the employees in the classification to which they join.
6. If there is a need to call an employee at home to ask to work overtime, the Company must make direct contact with the employee. If the Company fails to make direct contact with the employee, the employee has no rights to the overtime offered and is not charged.
7. Should more than one employee have the same number of hours, plant seniority will prevail. If they both have the same plant date, the tie breaker will be the last four digits of their Social Security number (0-low and 9-high).

8. Overtime records will be maintained by management by classification and shift and will be posted on the first scheduled workday (Monday) each week, within the first half of the shift.
9. The current week's equalization sheet will be used to canvass for the following Monday's overtime.
10. Liability is limited to employees in the classification, and shift based on the equalization sheet.
11. Hours on all overtime equalization sheets will be reduced to zero (0) on the first Monday of the New Year for all employees. Overtime eligibility will then be according to seniority (highest to lowest) –
12. Any overtime hours paid through the grievance procedure will be charged to the affected employee's equalization sheets as if the employee had worked; provided the hours compensated through the grievance procedure were not previously factored into the equalization sheet.
13. Hours not offered due to errors in calculations will be afforded to the employee(s) who were not offered due to the error. The grievance procedure may be utilized.
14. The local parties may agree to utilize UAW members to administer the charging of overtime.

ARTICLE 15: HOLIDAYS

All permanent employees with seniority will be granted the following holidays, as observed by the Ultium facility:

National Election Day (November 3, 2026)
 Veteran's Day (observed same day as Ultium)
 Thanksgiving Day
 Friday after Thanksgiving
 Christmas Eve
 Christmas Day
 New Years Eve
 New Years Day
 Martin Luther King Day
 Good Friday
 Monday following Easter
 Memorial Day
 Juneteenth
 Independence Day (or to be moved to another Ultium holiday with approval of the UAW Committee)
 Labor Day

Section 1

Holidays will be paid as per Overtime Premiums Article 13; including differentials received by the employee will be included towards the forty (40) hours for the workweek. In the event that the holiday falls outside of the employee's normal workweek, the employee will receive an alternate day off as their holiday usually within the same workweek.

Section 2

Employees who work on a designated holiday, and are otherwise eligible for holiday pay, will be paid for the holiday(s) during the week they are celebrated. To be eligible for holiday pay, an employee must work at least seven (7) hours of their regularly scheduled eight (8) shift immediately prior to and the regularly scheduled shift following the holiday unless the absence is due to an approved contractual absence, including E-VAC days approved in advance, as provided in this agreement or is placed on layoff status within seven (7) calendar days of the holiday.

Use of an E-VAC day on the shift immediately prior to or the shift immediately following a holiday will require an employee call in for an E-Vac day within four (4) hours prior to the start of the shift.

Employees who expect to be absent, late, or leave early are expected to notify his/her immediate supervisor as soon as possible, but no later than one (1) hour prior to the start of the shift.

Appeals may be made to the Site Manager in the event of extreme emergencies of highly unusual circumstances and will be final.

An employee is not eligible for holiday pay if the holiday falls during a personal, FMLA, short-term or long-term disability leave, military leave, educational leave, layoff, union leave or work-related injury leave.

A holiday that falls in the period in which an employee has scheduled his/her vacation will not be counted against their vacation entitlement.

For purposes of pay and observing the holidays, the agreed upon holidays will be observed on the same day as Ultium. AWS (Alternative Work Schedule) employees may be placed on a regular five (5) days, eight (8) hours per day workweek during the week which the holiday is observed. In order to not receive less than a 40-hour work week.

ARTICLE 16: VACATIONS

Employees become eligible for paid vacation after completing the ninety (90) calendar day probationary period. Vacation entitlement is based on seniority as follows:

	PERMANENT EMPLOYEE	<u>PERM PART-TIME*</u>
<u>YEARS OF SERVICE</u>	<u>VACATION ENTITLEMENT</u>	<u>VAC ENTITLEMENT</u>
90 days but less than One	64 hours	32 hours
One but less than Three	88 hours	44 hours
Three but less than Five	128 hours	64 hours
Five but less than Ten	160 hours	80 hours

*Permanent Part-Time employees become eligible for paid vacation after completing the four hundred and eighty (480) hour probationary period.

In addition to the continuous service requirement set forth above, an employee, to be eligible for full vacation hours, must have earned the vacation by being actively at work, excluding absences protected by FMLA, and workers' compensation law. Specifically, if an employee works less than fifty-two (52) weeks in the calendar year, their

vacation entitlement will be pro-rated based on number of weeks worked. If an employee works in any workweek, they will be given credit for that week as a week worked for vacation calculation purposes.

Employees will continue to accrue vacation in the event the plant is not operating as a result of a pandemic as deemed by Ultium.

Vacation notices will be approved and posted according to the following:

1. January 1 through January 31 of each year for the vacation period between February 1 and through December 31. Vacations for the month of January will be granted on a first-come, first-serve basis.
2. Employees applying for vacation during the yearly sign-up must dictate their first, second and third choices in writing on forms provided by the Company.
3. Plant seniority among employees of the same classification and shift shall determine approval.
4. Approvals will be made and posted by the end of the first workday following the sign-up period.
5. Any employee not applying for vacation in accordance with the preceding cutoff dates will only be approved on a first come, first serve basis for vacation openings not already filled by employees that did apply. Management will approve or disapprove vacation requests within a reasonable amount of time after receipt.
6. Provided the employee has complied with the above procedures, any vacation not granted will be paid to the employee in the last pay period in January.
7. Any employees who choose not to use the scheduling procedures in this article will have no guarantee of vacation. Their vacation will be scheduled according to the operational needs on a first come, first serve basis.
8. Once approved, the vacation time can only be cancelled by the employee in writing on forms provided by the Company.
9. Vacations will be granted by classification and shift according to the following:

<u>Number of People Scheduled</u>	<u>Maximum Number Granted Vacation</u>
1 – 10	1 person
11 – 20	2 people
21 – 30	3 people
31 – 40	4 people
41 – 50	5 people
51 - 60	6 people
And so, on	

Additional people may be granted vacation under special circumstances with the approval of the Facility Manager and consistent with operational needs. The Facility Manager will inform the Representative as these conditions occur. Vacations during shutdowns and model change periods will be granted as agreed by both parties. Employees who have approved vacation on the day prior to their regular day off will not be subject to, but are not limited from, working mandatory overtime.

In addition, vacation may be granted in half shift (first or second half) or daily increments on an emergency basis or upon approval by the supervisor with at least twenty-four (24) hours notice.

Vacation time will be calculated as hours for those working ten (10) hour shifts and not eight (8) hours. Example: AWS is four (4) ten-hour days with three (3) days off, for a workweek.

Seniority employees will be eligible to use up to forty (40) hours of their existing vacation days as emergency vacation (E-Vac) days. The E-Vac days will be granted in daily or half shift increments. Employee(s) use of E-Vac days will not be subject to the Attendance Policy provided they call in at least one hour prior to their shift start time.

ARTICLE 17: LEAVES

Seniority will accrue during leaves contained herein.

Personal Leave

Permanent employee(s) with more than one (1) year of seniority may make written request (except in emergencies) for a personal leave of absence without pay. The request must state the nature and duration for the leave. Management may grant such requests up to thirty (30) calendar days and reserves the right to grant an extension upon request for up to two (2) additional thirty (30) day calendar periods. Management may grant employees with less than one (1) year of seniority such a leave in emergency circumstances. Company provided health care coverage will terminate at the end of the month in which the leave began.

Family Medical Leave

Certain employee(s) are eligible for unpaid leave for certain qualifying circumstances in compliance with the Family Medical Leave Act (FMLA) of 1993. Employees may use vacation at their discretion. Nothing in this Agreement will impair or diminish any rights or obligations of employees as contained in the FMLA and the Company reserves the right to implement and administer the FMLA policy, a copy of which has been provided to the union. Company provided health care coverage is protected under Federal law for up to twelve (12) weeks. Coverage will terminate at the end of the month in which that twelve (12)-week maximum is met. Family Medical Leave will not run concurrently with short term disability.

Military Leave

Employee(s) who are called to perform short-term active duty as a member of the United States Armed Forces Reserve or National Guard will be granted a military leave of absence on the basis of the personal leave provision and applicable law. Company provided health care coverage will terminate at the end of the month in which the leave began. Union agrees to Military Leave as written

Union Leave

Leaves of absence (without pay) for UAW Union activities will be granted to bargaining unit members for the duration of the assignment. The Union will provide written verification of such activities and will attempt to provide at least one (1) week advance notice. No more than four (4) employees from any site shall be off at the same time. For employees requesting a union leave, Company provided health care coverage will terminate at the end of the month in which the leave began.

Education Leave

Employee(s) who are enrolled in College, Trade School or GED Equivalency courses that conflict with an employee's work schedule may be given the required time off as unpaid to support their contribution of higher education goals. All educational leaves will be unpaid and supporting documentation will be required prior to such leave being reviewed for approval. Approval will be made by the Facility Manager or his/her designee and will be based upon operational needs. Company provided health care coverage will terminate at the end of the month in which the leave began.

Parental Leave

Seniority employees are eligible for two (2) weeks paid parental leave, which will be compensated at 100% of the employee's regular base wage (e.g. excluding premiums, allowances, overtime, etc.) The paid time off is to bond with a child who has been added to the employee's family via birth (including through surrogacy), or placement through adoption or foster care.

Employees must meet the following criteria to be eligible:

- 1) Parental leave may be taken in two (2) consecutive weeks or split equally between two (2) weeks. Employees are required to submit an application thirty (30) days in advance of the date the leave is scheduled to begin, and the leave must be taken within one (1) year of the birth or adoption. The employee must provide documentation establishing the employee's need and eligibility, unless there are extenuating circumstances, in which case the application and supporting documentation must be submitted as soon as practical.
- 2) Company holidays that occur during a week an employee is taking parental leave will not extend the total entitlement.
- 3) Each eligible employee may use no more than two (2) times per calendar year, and each time must be for a separate qualifying birth or adoption.
- 4) The birth or placement of multiple children at the same time qualifies as one (1) event for which an eligible employee may take up to two (2) weeks of parental leave.
- 5) Parental leave is for employee's who have completed their ninety (90) day probationary period

Other Provisions

Those who return from leaves of ninety (90) calendar days or less will return to their classification and shift, seniority and the ability to do the job permitting. Upon return from a leave greater than ninety (90) calendar days, an employee will have return rights as follows, provided the employee has seniority and ability to perform the job: Union agrees to Other Provisions

- a. Classification
- b. Shift in a lower rated classification
- c. Division in a lower rated classification

Employees on approved Workers' Compensation leaves of absence will have Company provided health insurance continued for up to twelve (12) months. After twelve (12) months, the case will be reviewed.

Employees on approved medical leaves of absence other than Workers' Compensation will have Company provided health insurance through the end of the month in which the leave began.

ARTICLE 18: JURY DUTY

Employees will promptly notify Management upon receipt of a jury summons. Absences due to being summoned for either jury selection or jury duty will be approved. Leadece, will compensate employees for that absence as if they had worked on a straight time basis. All pay received for jury duty, excluding travel pay, must be delivered to the employee's supervisor. The supervisor will make a photocopy of the employee's jury check, sign and date the photocopy, and return it to the employee. The employee should retain the photocopy for their verification. AWS (Alternative Work Schedule) employees may work a five (5) day, eight (8) hour per day workweek when on Jury Duty.

ARTICLE 19: BEREAVEMENT LEAVE

When a death occurs in a seniority employee's immediate family as described below, the employee, on request, will be excused with pay, with up to one (1) day reserved to attend the funeral. The employee will be excused for three (3), four (4) or five (5) regularly scheduled workdays based on the schedule below following the date of death. The employee is obligated to present verification (an obituary, or funeral receipt) to Management to show the relationship to the deceased. The Company will compensate (up to a 12-hour shift) employee(s) for that absence as if they had worked on a straight-time basis. For the purposes of this provision, immediate family is defined as:

Family Member	Bereavement Days	Family Member	Bereavement Days
Spouse	5	Grandchild	4
Parent	5	½ Brother	4
Child	5	½ Sister	4
Current Step-Child	4	Brother	4
Current Step-Parent	4	Sister	4
Grandparent	4	Current Spouse's Parent	3
Great-Grandparent	3		

Employees may be given an approved leave of absence without pay in the event of the death(s) of other relatives not covered under the bereavement provisions outlined above.

1. AWS (Alternative Work Schedule) employees may work a five (5) day, eight (8) hour per day workweek when on Bereavement.

ARTICLE 20: INSURANCE

The Company agrees to provide medical, dental, vision, disability insurance, life insurance benefits and an Employee Assistance Program as defined in Benefits Plan attached, subject to eligibility requirements. Permanent Full-time Employees will become eligible for medical and prescription drug benefits on the 91st day of employment. For all other benefits, employees are eligible on the first day of the month coinciding with or following 90 days of employment. Part-Time/On-Call employees will have the availability to purchase benefits upon completion of their 480-hour probationary period.

Policy Controlling

The terms and conditions of the respective policies are controlling, and no-disputes regarding this Article are subject to Arbitration. The Company will make every effort to work with the employee(s) to resolve concerns, problems or issues with the respective insurance carrier.

Change Carriers

All plan designs, coverage levels and carriers shall remain the same for the duration of this agreement except due to economic reasons or for other legitimate business reasons, the Company may elect to change insurance carriers or opt to self-fund the coverage. Before any change can be made, the Company will convene a meeting with the UAW International Union to review and discuss and reach mutual agreement on the network and service levels of the carrier in advance of any final selection of the insurance carrier or other changes to the plan.

Government Mandated Health Care

If during the term of the Collective Bargaining agreement between the Company and the Union signed today, any national health insurance act (other than a Workers Compensation or occupational health law) is enacted or amended to provide any health care benefits for employees, retired employees, surviving spouses, and their dependents, which in whole or in part duplicate or may be integrated with the benefits under the Program, the benefits under the Program shall be modified in whole or in any part, so as to integrate or so as to eliminate any duplication of such benefits with the benefits provided by such federal law. This integration shall be designed to maintain such integrated benefits as nearly comparable as practicable to the benefits provided in the Program. Such integration shall not result in persons covered under the Program having to pay deductibles or copayments for benefits which they would not otherwise pay under the Program. If any such federal law is enacted or amended, as provided in the paragraph above, the Company will pay, beginning with the date benefits under such law become available and continuing through the expiration of the current Collective Bargaining Agreement, any premiums, taxes or contributions that employees who are eligible for Company-paid coverage's under the Program may be required to pay under the law for benefits which may be integrated with the Program;

This includes payments that are specifically earmarked or designated for the purpose of financing the program of benefits provided by law, in addition to any premiums, taxes or contributions required of the Company by law. If such premiums, taxes or contributions are based on wages, the Company will pay only the premiums, taxes or contributions applicable to wages received from the Company.

Any savings realized by the Company from integrating or eliminating any duplication of benefits provided under the Program with the benefits provided by law shall be retained by the Company.

These understandings are conditioned on the Company's obtaining and maintaining such governmental approvals as may be required to permit the integration of the benefits provided under the Program with the benefits provided by any such law; otherwise, the Company and the Union shall meet and develop an acceptable alternative to accomplish the intent of this letter for the remaining term of the Agreement. The parties will meet promptly following the enactment of such legislation in order to assure a smooth implementation of and transition to the integrated program addressed in this letter.

ARTICLE 21: GENERAL PROVISIONS

Non-Discrimination

The Company and the Union recognize the legal principles in the area of civil rights. We have reaffirmed in this collective bargaining agreement our commitment to not discriminate because of race, creed, color, religion, national origin, age, sex (including pregnancy), disability/handicap, genetic information, height, weight, marital status, veteran status, or any other basis made illegal or prohibited by applicable law. It is agreed that both parties understand the importance of a workplace free from unlawful harassment, discrimination, or retaliation and that all employees are to follow the Company's policy, a copy of which has been provided to all employees and the union.

Bargaining Unit Work

Work normally performed by employees of the bargaining unit will not be performed by non-bargaining unit employees except in the cases where a non-bargaining unit employee is instructing, training, or there is an emergency. Any abuses regarding non-bargaining unit employees' assignments will be forwarded to the Regional UAW Representative and the Company.

Management Positions

Seniority employees who take a management position will not maintain seniority rights under this agreement.

New Hire Orientation Period

All new employees will participate in a joint Company/Union orientation program. During the orientation program, the Union may use the necessary time, up to two (2) hours, to present Union awareness training.

On-The-Job Injuries

Employees injured on the job are required to report such injury immediately to their supervisor or another member of Management. Employees injured on the job will be paid for time spent receiving medical treatment on the day of the injury. In addition, the Company will pay regular wages for subsequent treatments that happened during work hours, specified by the doctor for that injury. Whenever possible, such subsequent visits should be scheduled to avoid interference with the employees' regular scheduled work shift. Employees who use their own transportation will be reimbursed at the appropriate Federal mileage rate.

One Supervisor Concept

The Company recognizes that it is desirable for employees to take instructions from one supervisor. The Company will instruct its supervisors to relay orders through the employee's immediate supervisor, whenever practical. The parties recognize there may be extenuating circumstances where a situation would require that instructions be given by a supervisor or member of management other than the immediate supervisor. In such circumstances, no employee will be disciplined for following the last job instructions given.

Joint Activities

The parties recognize the benefits to the customer, employees and the Company, if a cooperative relationship is established. The parties agree to research the possibilities in creating study teams where needed to address issues such as manpower studies, safety, training, scheduling changes, establishing the team concept and other important matters. These study teams may include pilots or trial projects to determine the reasonableness of the resolution. These teams may not change any provisions of the Agreement absent mutual agreement of the Company and the Union.

New Work

The Company acknowledges the desirability of staffing operations with bargaining unit employees and affirms its intent to do so. In the event the Company has the opportunity to perform new work requested by our Customer outside of the classifications in this Agreement that the Company would otherwise not be able to accomplish while maintaining consistency of service throughout the project, the Company will meet with the Bargaining Unit Committee to discuss options that would allow the Bargaining Unit to perform such work prior to any final business decision being made.

In the event the Company has an opportunity for new work of a continuous nature, the Company will establish a temporary rate of pay for no longer than a thirty (30) calendar day period. The Company and the Union agree to negotiate a new classification and rate within thirty (30) calendar days from when the work begins.

Payroll Shortages and Overpayments

If through no fault of an employee, he/she, is shorted on their payroll management will have the responsibility to make them whole for the pay period in which they were shorted no later than the pay period following the pay period the shortage occurred.

Deductions from an employee's wages to recover overpayments made in error will not be made unless the employee is notified prior to the end of the thirty (30) calendar days in which the check (or payroll order) in question was delivered to the employee. Any recovery of monies owed will be subject to a repayment plan negotiated between the Company and the Union.

Drugs and Alcohol

Employees are required to report to work in appropriate mental and physical condition to perform their job in a satisfactory manner. Therefore, while on the Company's premises and while conducting business-related activities for the Company, no employee may use, possess, distribute, sell or be under the influence of illegal drugs or alcohol. The legal use of prescribed drugs is permitted on the job, only if it does not impair an Employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace or elsewhere. Special circumstances will be considered on a case-by-case basis in accordance with ADA requirements.

ARTICLE 22: SEPARABILITY

Should any article, part or paragraph of this agreement be declared unlawful, invalid, ineffective, or unenforceable by Federal or State Court authority having such jurisdiction, the parties agree that those provisions not cited will remain in full force and effect. In addition, the parties agree to renegotiate those provisions cited as defined above.

ARTICLE 23: TERM OF AGREEMENT

This agreement will remain in effect from **October 20, 2025**, through **March 15, 2027**, unless either party exercises the provisions under Article 24: Procedure to Modify the Agreement or Ultium Cells terminates the contract with Leotec Corp.

ARTICLE 24: PROCEDURE TO MODIFY THE AGREEMENT

In order to modify or terminate this agreement, the party seeking such changes must give written notice to the other party of its intention to seek modification or termination of this agreement at least sixty (60) calendar days prior to the date of this agreement that would otherwise expire. Failure to provide such notice will convert this agreement into a year-to-year contract with a sixty (60) calendar day notice being required before this agreement can be modified or terminated.

A conference to establish the collective bargaining process will be held within ten (10) calendar days from the receipt of the written notice. In the event collective bargaining fails to produce a new contract before the expiration date of this agreement in effect, the parties may mutually agree, in writing, to extend this agreement for the purpose of maintaining labor relations harmony while proceeding with the collective bargaining process to forge a new agreement

ARTICLE 25: SUCCESSOR CLAUSE

In the event of any change in the Ownership, Management, or Operation of the Company related to any of the facilities covered by this agreement, by sale, assignment, transfer, lease, merger, consolidation or other change, and provided in the instrument affecting the same, that the purchaser, assignee, transferee, lessee, or other appropriately designated party, as the case may be, shall be fully bound by all of the terms and conditions of this agreement and that all rights and benefits of employees deriving from this agreement shall remain in full force and effect as against such successor, transferee, or other appropriately designated party. In the event that Ultium replaces the Company at the Ultium facility, this provision shall be of no effect to that Company.

ARTICLE 26: REQUIRED AGREEMENT MODIFICATION

If during the course of this Agreement the National Agreement between the UAW and Ultium Cells is modified or amended, or any governmental organization mandates contractual changes that affect either the Employees, the Union or the Company, either directly or indirectly, the two parties to this Agreement will meet to incorporate the required modification or amendments into this Agreement. In addition, the Company and the UAW International Union agree to address any unforeseen, overlooked, and/or workforce composition issues within 180 calendar days of ratification of this agreement.

ARTICLE 27: PART-TIME EMPLOYEES

Part-time permanent employees and part-time/on-call employees will be primarily utilized to cover absenteeism and special projects, outside the normal scope of work, awarded by the customer. The Company and the Union recognize that there are times when there are special projects requested by the customer, or in the case of shutdown, cannot be performed on a timely basis by the existing employees. The parties agree that part-time employees can be hired to help complete the required work on a timely basis. Employees on layoff will be given first opportunity for any work. If a full-time employee on layoff denies an opportunity to work part-time on more than three (3) occasions, they will not be offered the opportunity again. They will still have recall rights for full-time employment status in line with their seniority. If part-time employee refuses work on three (3) or more occasions within a six (6)-month period, they will be considered a voluntary quit and their employment will be terminated.

A part-time employee is normally scheduled to work less than thirty-two (32) hours per week, however there may be occasions where part-time employees may be scheduled full-time hours while covering absenteeism or while working on special projects.

Part-time employees that are promoted to full-time status will receive a plant seniority date effective the date they achieve full-time status. However, their corporate seniority date will remain as their longest unbroken date with the company. The corporate seniority date will be used for benefits calculation purposes.

A part-time/on-call employee is eligible for union membership and rights of representation after completion of four hundred and eighty (480) working hours. Part-time employees who work forty (40) hours or more in a calendar month shall be required to meet the requirements of a full-time employee for the purpose of initiation fees and dues paid to the UAW International Union.

The intent of the agreement is not to utilize part-time employees in a manner to avoid hiring of full-time employees. Any location utilizing a part-time employee to cover a work week of forty (40) hours or more, (other

than agreed to circumstances i.e. absenteeism), will be required to recall/hire an employee on a full- time basis. If the Union feels the Company is not utilizing part-time employees as to the intent of this agreement, the UAW Regional Director or his/her designee will first meet with the Company to address their concerns. If the Company fails to correct the concerns following the plan agreed upon with the UAW Regional Director or his/her designee, the Union may cancel the use of part-time employees, at this facility, pending a two (2) week advance written notice of termination to the Company. Any time there are part-time employees needed to perform special project work lasting longer than fourteen (14) calendar days, the Company will contact the UAW servicing representative so that the details can be worked out mutually.

On a monthly basis, the Chairperson will review the call-in list, absentee list, and hours worked. Upon request, the Company will provide the Chairperson with a copy of the aforementioned lists.

Permanent part-time employees at any of the locations covered by this agreement will be treated the same as full-time employees for wages, benefits and all other topics relating to this agreement unless specified otherwise in this agreement.

When a full-time opening occurs at the facility, the position will be filled first from employees on layoff, transfer requests, and then part-time employees before going outside of this facility. The candidate will be selected by Management based on performance, skills and abilities to perform the job and the amount of time worked for the Company. Management will provide training if necessary.

ARTICLE 28: HEALTH AND SAFETY

Preamble

The Company recognizes that health and safety is an overriding value. The implementation of actions to help our employees realize a healthy, injury-free environment is a responsibility of all parties identified in this Article 28. The Union will work with the Company in maintaining and improving a safe and healthy work 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 its employees are 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 these principles, the parties agree to the following health and safety language and all applicable attachments/appendixes associated with health and safety.

The Company is committed to providing a safe and healthy work environment and encourages active involvement with the support of all employees in the Union.

To achieve this end, the Company will:

- Establish responsibilities for all levels of the organization and be accountable for implementing the joint health and safety programs and regulations.
- Ensure proper support and training, so all employees are aware of hazards and of controls equipment and practices that protect against hazards.
- Establish and maintain operating procedures and programs.
- Ensure that all Leaded owned/rented equipment is designed, constructed, and operated in the facilities in a manner that encourages the elimination of hazards.

- Ensure that all processes and procedures are in compliance with all Federal (OSHA), State, and Local standards, legal requirements and regulations, and known Consensus Standards (best practices).

The Union and the Company will jointly participate in and support all aspects of the Health and Safety program. In order to protect the health and safety of all employees, visitors, and contractors. The Company will be expected to comply with all Federal, State, and Local standards, legal requirements, and regulations and will follow all Health and Safety programs and regulations that will be jointly developed. Most accidents are preventable, and producing quality products is not something obtained at the expense of safety. It is the result of a joint effort that employees, visitors, and contractors must accept personal responsibility for their own safety. Only by requiring the participation of all employees in processes and procedures that will prevent injury and improve the quality of our work environment, can the goal of an accident-free workplace be achieved.

The Company shall:

- 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 airflow 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 necessary training for members of 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 access to staff and medical facilities to address various work-related medical needs.
- 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. Joint Leadership Health and Safety Committee (JLHSC) and the Local Joint Health and Safety (LJHSC) shall review to determine whether the health of such employees is being adversely affected quarterly.
- G. Make available the written reports and 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 permissible Occupational Exposure Limits (OELs) 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 µg/m³ and for total dust samples exceeding 10 mg/m³ 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 JLHSC.
- H. Utilize and provide access to the LJHSC to coordinate requests for site surveys. The JLHSC may participate in the surveys and, upon request, receive reports issued from such surveys.
- I. Arrange for the 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 JLHSC.
- J. Provide prompt notification of fatalities, serious accidents, or incidents including chemical release, having potential for serious injuries or illnesses to the, LJHSC, and JLHSC. After making appropriate arrangements, a prompt investigation may be made by a team from the International Union, UAW Health and Safety Department and the Company Health and Safety Department.
- K. Provide members of the LJHSC with information and data necessary to carry out their duties, including all OSHA forms and reports, illness and injury data, Safety Data Sheets (SDS), industrial hygiene

reports, photographs and reports of accidents, hazardous waste information, and environmental information.

- L. Inform the LJHSC in the event of any serious injury or illness necessitating immediate outside medical treatment, or if any employee has had a personal exposure exceeding Permissible Exposure Limits of Federal OSHA, or of an applicable state OSHA program or exceeding an ACGIH Threshold Limit Value. A Union member of the committee shall be entitled to be present at any inspection or investigation.

Joint Leadership Health and Safety Committee

The Joint Leadership Health and Safety Committee (JLHSC) has one (1) representative of the International Union, UAW and one (1) representative of the Company. This JLHSC 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. Minutes shall be taken and maintained by the JLHSC and provided to the LJHSC, upon request. The LJHSC may request the JLHSC to evaluate and/or interpret the reports, studies, etc. The JLHSC will normally respond within thirty (30) days from receipt of such request. Both Management and UAW members of the JLHSC will be entitled to invite subject matter experts (SME's) to join any meeting of the JLHSC. The JLHSC will support all Leadec/Ultium sites.

Local Joint Health and Safety Committee

The Local Joint Health and Safety Committee will consist of the following:

- A. One (1) Lead Health and Safety Representatives, selected and approved by the International Union, UAW operating on first shift. This selection will be given time off the job to complete required duties in accordance with this article.
- B. One (1) Alternate Health and Safety Representatives jointly selected and approved. These Alternate Health and Safety Representatives will be working Alternate Health and Safety Representatives on each operating shift that the lead does not work. Appropriate time off the job will be provided on an as needed basis. This appointment will be made by the International Union, UAW.
- C. When an Alternate Health and Safety Representative is absent the company shall contact the Lead Health and Safety Representative or the acting Chairperson for all health and safety related needs.
- D. Up to three (3) Management Health and Safety Representative(s) selected and approved by the Company.

These selected and approved UAW Health and Safety Representatives shall serve an indefinite term. The JLHSC, and site joint leadership will review the effectiveness of all Health and Safety Representatives yearly to ensure effectiveness in their role. As it relates to the removal of such Representative(s) within the site. The Joint Parties agree to utilize their own internal policy and procedure to identify whether a member of the LJHSC is effective in such roles and responsibilities. These selected and approved UAW Health and Safety Representatives will receive, without personal cost, adequate and necessary training as agreed to jointly, to enable the effective performance of assigned functions. The committee shall meet on a regular basis, at least once every month, and minutes of the meeting shall be kept.

Local Joint Health and Safety Committees that have members on different shifts shall attend mutually agreed-upon meetings.

When the Lead Local Union Health and Safety Representative has an absence (e.g., scheduled vacation, attendance at training, emergency, etc.), such a representative will be replaced by the acting Chairperson, as soon as until, or when practicable, by one of the Alternate shift Health and Safety Representatives. The Alternate Health and Safety Representative will be the acting Lead Health and Safety Representative until the Lead Health and Safety Representative returns. 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 Lead Health and Safety

Representative will be allowed reasonable time to conduct Health and Safety activities. The Lead Health and Safety Representative will be allowed to be a minimum of sixteen (16) hours a week will be scheduled for the completion of this work each week paid for by the employer. If additional time is needed for health and safety and union business, the Representative shall be granted additional time off to complete this business. The Lead Health and Safety Representative will notify management of the need for additional time and will work with management to schedule the additional time needed. Any disputes may be taken up with the appropriate Union and Management Representatives.

Joint Health & Safety Representative Roles and Responsibilities

- A. The Health and 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 Health and Safety representatives to equally fulfill the duties. The 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 Health and Safety Representatives will participate in tabletop exercises for various events (i.e., Emergency Evacuation drills, Active Shooter drills, or chemical leaks).
- C. The Health and Safety Representatives will complete OSHA 30, 521 Training, American Industrial Hygiene Association (AIHA) Fundamentals of Industrial Hygiene, Ergonomics, De-escalation, and Conflict Resolution, Respiratory Protection, Noise, and all other necessary trainings to perform their duties provided by the UAW or the Company.
- D. The Health and Safety 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 Reps with respect to co-authority to approve training as part of a complete CBA.
- E. The Health and Safety Representatives shall be permitted to access and review security camera footage in connection with Health and Safety when such footage is used by the Company when provided. For instance, when there is an injury or near miss being captured by a security camera, and the Company reviews the footage as part of its investigation, the H&S Reps shall be permitted to review it as well. Likewise, if a UAW member is subjected to safety-related discipline is justified.
- F. The Health and Safety Representatives may jointly participate in any form of a buy-off process (when applicable when adding additional trade classifications).
- G. When the Host employer has health and safety related meeting(s) (i.e., Safety Review Board (SRB) meeting) and invites Leadec Health and Safety Representative(s), the operating shift Health and Safety Representative(s) will both attend such meetings jointly.

The Local Joint Health and Safety Committee (LJHSC) shall:

- develop, review, and recommend standards and rules regarding health and safety,
- review workplace injuries and illnesses,
- review the use of hazardous materials,
- review major layout changes, significant machine modifications, and new equipment for health and safety considerations,
- participate in health and safety inspections, including air and noise measurements,
- develop, review, and recommend health and safety programs,
- monitor the health and safety complaint procedure and other health and safety-related activities as needed.

A Local Health and Safety Representative, who is appointed by the International Union, UAW shall have the duties and functions set forth in this Article 28 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 responsibility.

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

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

Nothing in this Agreement, including any 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 the Company or by third parties while on the Ultium Cells LLC. sites.

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 existing contract. Utilizing the two (2) processes below will help fulfill the goal of both parties to resolve all health and safety issues as quickly as possible.

The Committeeperson will discuss with the supervisor any safety concerns that the Committeeperson feels require correction; and, failing successful resolution with the supervisor, the Committeeperson may request a conference with a higher level of management and the LJHSC, which will be granted no later than three (3) days (*Imminent Danger shall be addressed immediately*). 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 shall be:

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 twenty-four (24) hours, the concern will then be brought to the LJHSC for recommendations. The concern is logged into a tracking database system (i.e., Cority or other database) and documented on the floor-level Communication Board for visibility to the employee and the full team.
2. The Supervisor investigates the safety concern with all affected employees and confers with the LJHSC, if needed, for possible advice and resolution. Any resolution will be communicated to all shifts within the department.
3. Employee Safety Concerns not corrected within seven (7) days will be automatically escalated to the Site Manager. Serious issues beyond the control of the Supervisor should be escalated immediately. The Site Manager will continuously review the concern, with the assistance of the appropriate Committeeperson and LJHSC, and provide recommendation(s) for corrective action(s) if needed until all attempts for resolution have been exhausted.
4. The LJHSC makes recommendations for corrective action if needed. Should the LJHSC identify a countermeasure that is acceptable to the employee, the concern shall be deemed resolved.

5. Supervisor(s) will update the ESC(s) utilizing the Communication Board as the ESC is being resolved, and the Corrective Action Plan for communication purposes.
 - a. ESC
 - b. Time frame
 - c. Corrective Action

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 Site Manager has proposed a countermeasure that the employee(s) are unsatisfied, 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, they can discuss with higher supervision. If the matter is still not resolved, the UAW Health and Safety Representative 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 Site 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 LJHSC.
- B. The LJHSC 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 a 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.
- 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.

Near Miss

If either the Company or the International Union, UAW, wishes to modify the portion of the Section 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 sixty (60) days, a mutually satisfactory meeting date will be arranged.

The joint parties recognize the importance of reporting, investigating, evaluating, and determining corrective actions for "Near Miss" incidents that 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 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 misses 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 communication in the form of a Safety Talk and/or other materials to encourage employees to immediately report near misses to their supervisor. Any issues arising from this document should be resolved in accordance with the appropriate level i.e., The LJHSC, Local Leadership.

Right to Refuse Dangerous Work

No employee shall be required to perform work that they reasonably believe involves a substantial probability that serious physical harm may occur. Employees who exercise this right of refusal shall be assigned to other available work. The employee shall accept such assignment either at the higher rate of the job from which they were relieved or the rate of the job to which they are assigned, whichever is higher. Steps will be taken to eliminate the hazard or to provide a means by which the task in question can be performed safely based on a "Risk Assessment" done by the LJHSC.

Chemical Hazards

Exposure Limits: Management shall control, through professional industrial hygiene practice and methods, employee exposure to the most recently adopted Chemical Substance Threshold Limit Values (TLVs) of the American Conference of Governmental Industrial Hygienists (ACGIH).

Working Alone

When employees are assigned to work alone in isolated areas, the union and manager will jointly identify the appropriate level of personal surveillance required. This includes the method of communication and frequency of contact. The level of surveillance will be based on the nature of the job, the frequency, and associated hazards. The personal surveillance method will be incorporated into the safe operating procedure for that job.

Level of Supervision

Management will ensure that there is an appropriate level of supervision for all jobs assigned to hourly employees. The level of supervision must be experienced with the nature of the job, the frequency it is performed, and associated hazards.

During holidays, shutdown periods, weekends, and other times when only a few employees are working (i.e., "skeleton" crew), and when the regular supervisor is unavailable, Management will identify an appropriate on-site supervisor for those employees and will notify the Local Joint Health and Safety Committee in advance of who that supervisor is. The assigned supervisor must be appropriately trained and aware of the nature of the job, the workers involved, and safe operating practices/procedures. They must also establish communications with the employees, so they know whom to contact in the event an issue arises related to the assigned job.

Health and Safety Training

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 healthy and safe work environment. To this end, the UAW and the Company have entered into the following Article 28 which embodies the spirit of the concern shared by the UAW and the Company for the health and safety of employees.

The International Union, UAW and the Company leadership will demonstrate a visible commitment to protecting employees from workplace hazards. 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 Company 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 battery cell technology, 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.

Therefore, it shall be the responsibility of the LJHSC and JHSC, as the mechanism, to guide in an appropriate direction.

Training

The Company shall continue utilizing and updating its health and safety training programs. The UAW and the Company 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 the 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 JHSC, 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. All Consensus Standards identified and used for training shall be provided to the LJHSC for the purpose of understanding all Health and Safety requirements (i.e., American Standards Association (ANSI), International Organization for Standardization (ISO), American Conference of Governmental Industrial Hygienists (ACGIH), National Fire Protection Association (NFPA), etc.). These standards can be provided in electronic or hard copy format from the standard organization identified.

In addition, materials to be used in the observance of Workers' Memorial Day will be provided for review with all employees. Furthermore, a moment of silence will be used in remembrance of such observance of Workers Memorial Day.

The UAW and the Company will jointly update/review health and safety programs. The Company will establish additional training requirements for UAW and Company Health & Safety representatives based on the needs of the Ultium Cells LLC sites.

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.

Corrective 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 in 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 (i.e., 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.

Core Curriculum

The LJHSC will work with the JHSC to identify a Core Curriculum for all members of the LJHSC within 180 days of ratification. Furthermore, the LJHSC will develop and implement a Core Curriculum for all employees working at Ultium Cells LLC site. This training will be reviewed at the monthly health and Safety meeting and during the annual UAW and Company Health and Safety Audit.

On-The-Job Injuries

Employees injured on the job are required to report such injury immediately to their supervisor or another member of Management. Employees injured on the job will be paid for time spent receiving medical treatment on the day of the

injury. In addition, the Company will pay regular wages for subsequent treatments that happened during work hours, specified by the doctor for that injury. Whenever possible, such subsequent visits should be scheduled to avoid interference with the employees' regular scheduled work shift.

UAW Incident/Accident Fatality Notification Process

The parties are committed to improving working conditions and protecting the health and safety of their employees. The Joint Parties recognize the importance of a timely investigation involving serious incidents and fatalities affecting our members and find methods to prevent these tragedies from happening in the future. All International Union, UAW Health and Safety Representatives, and Company Safety Representatives must receive Incident Accident Investigation Training from a reputable, certified organization, or the International Union, UAW Health and Safety Department at no charge to the Company.

When such events occur during all shifts, the Management Health and Safety Representative of the LJHSC will notify the UAW Health and Safety Representative of the LJHSC who the union member is, inform the representative of the facts, and arrange upon request, for the UAW International Representative(s) to enter the site and investigate such events.

The following will be done immediately:

- The scene must be maintained and controlled
- All members involved must be informed of their rights (all members and witnesses involved in the incident)
- OSHA must be notified
- Employee Assistance Program (EAP) will be notified when applicable

The UAW Health and Safety Representative(s) will immediately begin to follow the International Union, UAW notification process identified in the Administrative Letters, Volume 62 "Policy on Reporting Serious Injuries or Fatalities".

Annual Joint Health and Safety Audits

The International Union, UAW and 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 shall evaluate the Health and Safety Programs to validate effectiveness annually. The LJHSC 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 ensure 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 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 Site Manager, 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 Company Leadership within thirty (30) days of the review. Following the finalized report, the LJHSC will reply, addressing issues contained in the report LJHSC. A joint review of progress to correct deficient conditions will be performed by the LJHSC. 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.

On an annual basis, or when the Ultium Cells LLC site performs an appropriate evacuation and take shelter exercise/validation on each shift, when workers are present. The bargaining unit will attend/participate in such activities identified.

Risk Assessment Process

The LJHSC will develop a risk assessment process that involves proactively identifying risks and controlling hazards to ensure employee safety.

Risk assessments shall be reviewed at design, run-off, and launch and updated throughout the equipment life cycle as necessary.

Presence at the risk assessment review must be documented at the time of review, at a minimum, by the following team members:

- Equipment Representative
- Joint Health and Safety Representative (Alternate when Health and Safety Representatives are not available)

The LJHSC will also identify a process flow chart for developing a pre-task planning process for routine and non-routine tasks that will be used when a risk assessment has not been completed.

Contractor Safety

When the Company provides outside contractors, Emergency Response vendors, or OEMs, the International Union, UAW and the Company agree on 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 Company employees during contractor work. The contractor's Job Site Safety Plan will be reviewed prior to the 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 report contractor incidents, including serious injuries and near misses, to the UAW.

The LJHSC will monthly monitor contractor safety activity to ensure compliance.

Annual Mental Health Training

This agreement is made and entered into by and between Leadec ("Company") and the International Union, UAW ("Union") (collectively, the "joint parties"). The purpose of this agreement is to establish the terms and conditions for the delivery of annual mental health training to UAW-represented Company employees, each year.

1. Definitions

1.1 Mental Health

Mental health refers to a person's condition with regard to their psychological and emotional well-being. It encompasses the ability to manage stress, relate to others, and make decisions. Mental health is a state of mental well-being that enables individuals to cope with the stresses of life, realize their abilities, learn well, work well, and contribute to their community.

1.2 Mental Crisis

A mental crisis is a situation where an individual's emotions, thoughts, and behaviors put them at risk of harming themselves or others. It can also be defined as a state where a person is unable to care for themselves, access shelter, food, or clothing, or function effectively in daily life.

2. Recent Statistical Data

According to recent data, mental health-related incidents in automotive factories have been on the rise. The American Psychological Association's 2023 Work in America Survey highlighted that 77% of workers reported experiencing work-related stress in the last month, with 57% indicating negative impacts such as emotional exhaustion and lower productivity. Additionally, a 2022 report by the Society for Human Resource Management (SHRM) noted that burnout, exhaustion, and hopelessness are increasingly common among workers, particularly in high-pressure environments like automotive factories.

3 Scope of Services

3.1 Annual Mental Health Training

The Company agrees to deliver comprehensive mental health training to UAW-represented employees annually. The training will cover the following topics:

- Understanding mental health and its importance.
- Recognizing signs and symptoms of mental health issues.
- Strategies for maintaining mental well-being.
- Crisis intervention techniques.
- This training will also be offered in conjunction with the UAW Health and Safety Department's Resiliency Training.

4. Responsibilities of the Joint Parties

4.1 Participant Selection

The joint parties will select employees to participate in the annual mental health training. Selection criteria will be based on job roles and the potential impact on workplace safety and well-being.

5. Training Facilities

The Company will provide appropriate facilities for the training sessions, including necessary equipment and space.

6. Costs

The Company will pay all costs and fees related to the provision of training.

7. Confidentiality

The joint parties agree to maintain the confidentiality of all personal and sensitive information disclosed by employees during the training sessions, including any information about employees' mental health conditions or crises. The joint parties agree that any sensitive information that employees might disclose during training is purely voluntary. Under no circumstances will employees be asked personal or probing questions about their own mental health, nor will they be required to disclose information about their mental health or well-being or other personal or sensitive topics as a condition of being selected to attend or attend any training under this agreement.

Leadec Health and Safety

The Company shall make provisions for health and safety of its employees. The Company and the Union agree to jointly cooperate to the fullest extent in the promotion of the safety and maintenance of safe working conditions and practices. As a reference the training of all of the Company's employees, both hourly and salary, needs to be in compliance with the health and safety rules of the host company's facility. The Chairperson and Facilities Manager for the Company will be responsible for complaints that surface from within the unit. The Unit representatives along with input from the Leadec and International UAW Health and Safety Representatives as described in the LJHSC

section of this article will be responsible to review existing health and safety policies and for developing a set of goals that promote the health and safety objectives of the Union and the Company, as noted above.

Furthermore, In the event the Federal Government repeals any part of or the entire Williams-Steiger Occupational Safety and Health Act, the Company shall continue to recognize and follow all rules, regulations, and standards published in the latest edition of 29 CFR 1910 (General Industry) and 29 CFR 1926 (Construction Industry Code) as the baseline for workplace safety. If not jointly developed, the Company and Union agree to maintain and enforce all other Federal, State, and accredited health and safety organizations' rules, regulations, and standards—including, but not limited to, those established by ANSI, NFPA, and other recognized safety bodies—that are currently followed to ensure the health and safety of employees, contractors, and visitors at the facility.

Under no circumstances shall the Company use any reduction in regulatory oversight as a justification to lower any safety standards or diminish employee protections.

All employees will be required to a complete Comprehensive Health & Safety program, within one hundred and twenty (120) days jointly identified by the Company and the UAW National Parties, at no cost to the employee.

**IN WITNESS WHEREOF, THE AUTHORIZED REPRESENTATIVES OF THE PARTIES
HERTO HAVE SET THEIR HANDS AS OF THE DAY AND YEAR FIRST ABOVE WRITTEN.
LEADEC CORP.**

**INTERNATIONAL UNION,
UNITED AUTOMOBILE,
AEROSPACE AND AGRICULTURAL
IMPLEMENT WORKERS
OF AMERICA, U.A.W.**

Date: _____

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ATTACHMENT A - BENEFITS

The Company agrees to make available the following insurance benefits, without cost, to permanent employees (with an opportunity to opt in spouse, child, family at a cost to the employee) covered by this Agreement when such employees become eligible the 91st day of employment for Medical and Prescription Drug, and the first of the month following ninety (90) days of employment for all other coverage and on the effective dates of the coverage noted below.

- 1) Medical Program. Insurance for the employee at no cost and their immediate family with a buy-in the rates below: the plan provisions will apply.
- 2) Dental Insurance for the employee and the buy-in for the immediate family.
- 3) Vision Plan for the employee and the buy-in for the immediate family
- 4) Prescription safety glasses will be provided up to \$150.00 every two (2) years for the employee if otherwise not provided for and employment required.
- 5) Short-Term Disability for the employee as currently offered, following a one week waiting period. Short-term disability for employee will be paid at 100% by the Company at 66 2/3 payout of base salary for 26 weeks. Short-Term Disability will be paid through Leadec payroll once approved.
- 6) Employee Assistance Program
- 7) Long-Term Disability for employees at 100% cost paid by the employer. Long-Term Disability benefits to be paid to the employee by the carrier

PPO Healthcare benefit levels at same as currently provided for PPO participants, throughout the term of the agreement. The following buy in rates will apply for employees that choose to opt in dependents to the healthcare benefits

Participant:	Employee weekly cost to opt in dependent(s) throughout the term of the CBA
Employee spouse	\$70.00
Employee Child(ren)	\$65.00

Employee Family	\$100.00
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Dental Buy Up at current plan level services be provided throughout the term of the agreement. The following buy in rates will apply for employees that choose to opt in to dependents dental benefits coverage.

Participant:	Employee weekly cost to opt in dependent(s) throughout the term of the CBA
Employee Spouse	\$6.00
Employee Child(ren)	\$6.00
Employee Family	\$8.00

Vision benefits buy in rates will apply for employees that choose to opt in to dependents vision benefits coverage.

Participant:	Employee weekly cost to opt in dependent(s) throughout the term of the CBA
Employee Spouse	\$1.00
Employee Child(ren)	\$1.00
Employee Family	\$1.00

Life Insurance Benefits:

Classifications

Life Insurance

AD&D

All permanent employees
with seniority

\$ 50,000.00

\$ 50,000.00

401K Plan:

The Company agrees to offer all permanent employees with seniority the opportunity to participate in a 401(K) Plan with a Company match of fifty-five percent (55%), of the first five percent (5%), of an employee's contribution in accordance with the plan provisions.

All Changes will be effective January 1, 2026

QUALIFYING EVENTS:

In the event an employee has a "qualifying event" as shown below, the employee has 31 days from the event date to enroll in the Company's benefit plan. In addition, an employee may re-enter the plan during any open enrollment period, or 31 days of either the loss of the alternative coverage or if the employee's alternative plan has a change in covered benefits and costs.

In order to enroll, the employee contacts the Corporate Benefits Department to notify them of the change in status event and to request benefit forms. The Corporate Benefits Department sends forms to the employee by fax, email or via US Mail. Completed forms are returned to Corporate Benefits Department within 31 days. This means that the forms must be postmarked no later than 31st day following the event date. Attached to the forms must be documentation verifying the event and the event date.

Letter of Understanding – Medical Insurance Buy-Off

The parties agree in the event an employee has dual medical insurance coverage (i.e covered under a spouses or other plan that is not a Leadec sponsored plan, or covered by a government assistance plan, not to include

military entitled benefits) the Company will allow the employee to sign off the medical insurance plan and will be paid \$ 3,000 dollars per calendar year divided into quarterly payments.

Payments will be paid quarterly according to the schedule below:

Quarter 1 – January 1 and March 31 to be paid first pay period in April

Quarter 2- April 1 and June 30 to be paid first pay period in July

Quarter 3- July 1 and September 30 to be paid first pay period in October

Quarter 4 – October 1 and December 31 to be paid first pay period in January

Voluntary life and dependent life will be made available at the expense of the employee

ATTACHMENT B – WAGES

Effective on First Payroll Following Ratification

	Start	90 days
Housekeeper	\$20.50	\$23.00
PIV Driver	\$21.25	\$23.75
Technical Cleaner	\$22.50	\$25.00

Effective March 15, 2026

	Start	90 days
Housekeeper	\$23.00	\$25.50
PIV Driver	\$23.75	\$26.25
Technical Cleaner	\$25.00	\$27.50

All current employees will move to full rate at time of ratification.

RATIFICATION BONUS: \$3,200 ratification bonus will be paid to seniority employees within two (2) weeks of ratification. Any probationary employees that are employed on the date of ratification will be eligible for the ratification bonus upon completion of 90-day probationary period.

Full and Part-Time Employees

The wage progression is for both full-time and part-time employees. Part-time employees will receive their first wage progression following completion of their 480-hour probationary period.

Pay Procedure

Employees will be paid weekly. Employees will be required to have direct deposit of their payroll checks or opt for a pay card. The standard workweek for payroll purposes begins at 12:01 a.m. Monday and ends at midnight the following Sunday

Shift Premium

Employees working the second shift (starting at or after 2pm) will receive fifty (.50) per hour worked in addition to their rate of pay. Employees working the third shift (starting at or after 9pm) will receive eighty (.80) per hour worked in addition to their rate of pay. Employees starting at or after 5:00am and before 2:00pm will be considered first (1st) shift. Any employee on the three (3) – twelve (12) shift will receive a premium pay of eighty cents (\$.80) per hour worked in addition to their rate of base rate of pay.

Team Leaders Premium Pay

Team Leaders will be selected from those employees that are able to perform all functions within their classification. Team Lead selection will include a joint interview with the site management team and Union chairperson. The company will determine the final award for the team leader selection.

Team Leaders classification will be paid one dollar (\$1.00) per hour above their current base rate. Team Leads may exercise their seniority rights under Article 8: Job Posting and opt to step down from the Team Lead position upon acceptance of a job outside the Team Leader position.

Temporary Job Compensation

Employees awarded temporary jobs will be compensated as follows:

- 1) If an employee transfers from a lower compensated classification to a higher compensated classification, the employee will receive the higher base rate beginning on the first day on the job and ending on the last day on the job.
- 2) If an employee is involuntarily transferred from a higher compensated classification to a lower compensated classification, the employee will retain their higher base rate throughout the duration of the temporary job.
- 3) An employee transferring to another job will receive the appropriate shift premium for the shift they are transferring to beginning on the first day on the job and ending the last day on the job.
- 4) If an employee is pulled from their normal job and required to perform tasks that are outside the scope of work in their classification, the employee will be compensated at the next highest rate, unless already at top rate, on the first day on the job and ending on the last day on the job.

ATTACHMENT C: ATTENDANCE POLICY

INTRODUCTION

Employees are expected to be on the job, on time, every day that they are scheduled to work. Regular attendance is both the employee's responsibility and a requirement of all jobs. Wherever possible, employees should schedule all medical and personal appointments outside of work hours. Unscheduled absences, late arrivals, early departures are grounds for disciplinary action. Employees who expect to be absent, late, or leave early are expected to notify his/her immediate supervisor as soon as possible, but no later than one (1) hour prior to the start of the shift. The fact that an absence has been reported does not excuse the absence.

No points will be assessed for early departures with prior written approval from the Company. This policy is a minimum standard for employees. The Company will comply with all Federal and State laws and regulations.

Key Provisions

- Progressive point system
- Opportunity to stay out of the system
- Opportunity to reduce points
- Excludes absences for contractual time off

Point Scale

- Range from 1/4 through 7
- 1/4 point for late arrival of less than 30 minutes
- 1/2 point for late arrival of less than 4 hours with a call 30 minutes or more prior to start
- 1/2 point for early leave
- 1.0 point for late arrival more than 4 hours with a call 30 minutes or more prior to start.
- 1.0 point for an absence with a call of 30 minutes or more prior to start.
- 2.0 points for no call 30 minutes or more prior to scheduled start time and no-show

Late vs. Absent

The parties agree that employees who are four (4) or more hours late for their scheduled shift may be sent home by Management if their job has already been covered. If the employee is sent home, they will be assessed points in accordance with a full-shift absence as outlined above. If Management elects to allow the employee to work the remainder of their shift, they will be assessed the applicable points for being tardy. Six (6) minute grace period before point may be assessed.

Disciplinary Action

The following corrective disciplinary actions apply upon accumulation of points:

Two (2) points	Counseling meeting with Union representative and Management and written warning.
Three (3) points	Counseling and one (1) working days suspension.
Five (5) points	Counseling and three (3) working days suspension.
Seven (7) points	Dismissal

Tracking

Points will be tracked on a rolling twelve (12) month cycle. The points will be recorded when the absence occurs.

Management is responsible for counseling employees within three (3) working days of the last attendance violation providing the employee is present for the corrective disciplinary actions noted above. Management will notify employees when points are assessed.

The Company may waive the advance call-in requirements when Management determines that there are extreme circumstances beyond the control of the employee, which result in the failure to make the call as required above.

In the event a UAW-Ultium facility is impacted by forty percent (40%) absenteeism or greater, no points will be administered to employees that call in for the shifts that are affected.

Employees may appeal four (4) times in a twelve (12) month calendar year by providing evidence of extreme or extraordinary circumstances. Upon return to work, the evidence must be submitted to the Human Resource Director or the other designated member of management.

All points will be expunged from each employee that is currently in the point system on the date the agreement is ratified.

Stay Out of the System

Available contractual time to stay out of system includes leaves, vacations, personal days, holidays and EVAC days – provided the employee calls in at least one (1) hour prior to the start of their shift.

Ways to Reduce Points

When a point or fraction thereof becomes twelve (12) months old, it will drop from the record, provided the employee has been actively working. If an employee has perfect attendance for thirty (30) calendar days, meaning no new points are added, one-half (1/2) of a point will be reduced from his/her record from the most recent occurrence. Points can not be reduced into negative amounts.

Scheduled or Mandatory Overtime

Acceptance of overtime creates an obligation to work the time scheduled just like a regular shift and in most cases is the result of a special customer request.

In addition, if an employee fails to work mandatory overtime or is tardy for mandatory overtime, he/she may be disciplined ranging from informal counseling to discharge based on the point system described above.

If an employee is mandated to work on their scheduled day off and they have a scheduled appointment that conflicts with that mandated day it is the responsibility of the employee to notify his/her immediate supervisor of the appointment. It is the responsibility of the employee to provide documentation for that appointment on their next working day. No points will be imposed.

Other Considerations

If an attendance violation involves a series of consecutive days due to a legitimate excuse or illness (unscheduled leave) and the Company is adequately notified, the series will only count as one (1) point. However, the employee must provide satisfactory proof of the illness, or each day of the series will be counted as a separate point. This would include early outs covered by doctor's notes as well.

Extended Illness

After three (3) consecutive days of absence due to illness, the employee must present a doctor's statement of care releasing them to return to work. To return to work, the statement must be signed by the treating physician and must be on that doctor's stationary.

FMLA

Absences covered under the Family and Medical Leave Act will not be subject to points under this policy, provided employees follow the appropriate procedures for reporting their absence, provide required documentation, etc. Leave under any other applicable laws or FMLA leave not meeting the above criteria will be considered on a case-by-case basis within this policy and in accordance with applicable laws.

Attendance Award

Effective starting the quarter following ratification

Permanent employees who achieve perfect attendance (perfect is defined as working all scheduled hours excluding vacation or other paid leave entitlement (bereavement, jury duty, etc.) provide required documentation, etc.) will receive quarterly payments of two hundred dollars (\$200.00) less normal deductions (Maximum (4) four per year). Payments will be made by the 2nd pay period following the quarterly qualification month.

Perfect attendance is qualified quarterly:

- Quarter 1 – January 1 and March 31
- Quarter 2 – April 1 and June 30
- Quarter 3 – July 1 and September 30
- Quarter 4 – October 1 and December 31

LETTERS OF UNDERSTANDING

CONTRACT BOOKLETS

The Company will provide each bargaining unit employee with a spiral-bound contract booklet with the Company and Union logos on the front cover. Contract Booklets will be Union Printed.

UNIFORM AND BOOT ALLOWANCE

The Company will provide a uniform and boot allowance (i.e. shoes, boots) of one hundred and fifty dollars (\$150.00) paid in January of each year.

The company will cover normal wear and tear by providing replacement shoes due to normal damage. The employee will be responsible for bringing in damaged shoes in order to be eligible for replacement shoes due to normal wear and tear.

The company will also provide a second pair of shoes as required for assignment changes that require new shoes (i.e clean room/locker room shoes as needed).

Shoe allowance will be provided to new hires upon completion of 90 days

Inclement Weather - Outside gear will be provided by the Company.

LOCAL UNION ITEMS

The Company will provide the following to the local union: two (2) locked bulletin boards for official union postings (the key will be the responsibility of the unit chairperson) and a Company provided file cabinet, desk and chair. The union will be responsible for identifying and securing a suitable location within the Leadec location

LOCKERS

All employees will be provided a locker for personal use, with a personal lock.

LOCAL FLEXIBILITY

The parties acknowledge that there may be instances where issues germane to your location need to be addressed. Doing so in the form of a Letter of understanding (LOU) is acceptable. Any LOU's will require UAW Regional and UAW International National Parties approval prior to the Membership approval. LOU's cannot super cede this agreement.

VEHICLE PURCHASE PLAN

The Company has been designated as an approved supplier to participate in the General Motors Vehicle Purchase Plan for suppliers. The Company does not have responsibility for administering this plan but will provide contact information as follows: The employee should either call or visit the website to request a Form 1753. The phone number is 1 (800) 960-3375 and the website address is www.gmsupplierdiscount.com. The employee must provide proof of employment (i.e., pay stub or name badge). General Motors will then send the employee the required form and other information. The employee will need to contact General Motors before he/she goes shopping for a vehicle.

PLANT EMPLOYMENT OPPORTUNITIES

In the event that Ultium should want to hire from within the bargaining unit for permanent employment, Leadec Corp. seniority employees who want to apply for the openings will be afforded the necessary leave in order to apply for the openings and take the necessary testing. All employees accepting a permanent job offer with Ultium will be granted a 30-calendar day leave of absence (upon request). Benefits will cease at the end of the month in which the leave began.

CONFIDENTIALITY OF EMPLOYEE RECORDS

The Company will not release any information from an employee's file or other records relating to the employment of an employee unless it is authorized by the employee, or it is in compliance with state, local or federal laws. All of the employees' seniority rights (i.e. vacation time, etc.) transfer to the new supplier.

LOCATION TRANSFERS

A bargaining unit employee voluntarily transferring to another bargaining unit position at another location will receive the rate of pay for the new position.

Transfers between locations are on a voluntary basis when an opening occurs and will be provided based on seniority with the senior employee having first choice. The employee requesting a transfer must possess the skills and ability to perform the job. Any dispute over skills and ability will be resolved jointly by the national parties. The employee's seniority date for the purpose of layoff, recall, and job assignments will be the employee's date of entry into the new location.

In the event that there is a plant closure or significant permanent layoff i.e. a permanent shift closure, where the Company provides services, the Parties will meet and discuss opportunities for transfer that may exist.

Employees who transfer and/or refuse a plant transfer will be restricted from future plant transfers for a period of six (6) months.

If an employee transfer occurs as a result of two plants merging, the parties agree to meet to discuss the best way to manage the situation.

TRANSITION ISSUES-

- 1) The parties agree that if an employee of a predecessor Company fails a drug test when transitioning from one supplier to another, the employee will be offered the opportunity to complete a certified drug rehabilitation program, at no cost to the Company to correct the issue. If the employee refuses the placement, then the successor Company will have no obligation to retain the employee.

The employee will enter a certified drug rehabilitation program within thirty calendar days from the date the successor Company received the results of the drug test. If the employee successfully completes the drug rehabilitation program within sixty (60) calendar days, which includes a drug test, and submits satisfactory evidence to the successor Company of this fact, the employee will be offered employment, with no loss of seniority, and be subject to random drug testing for twelve consecutive months following the date of commenced employment.

If an employee fails a criminal background check, a review of the employee's reason for failure will be discussed between the Parties.

- 2) If one Company that is signatory to a National Collective Bargaining Agreement with the Union that covers all UAW-Ultium sites described in herein replaces another Company that is signatory to a national Collective Bargaining Agreement with the Union that covers all UAW-Ultium sites described herein, bargaining unit employees shall be automatically transferred and maintain all terms and conditions of employment with the new Company and will become part of the bargaining unit covered by the successor Company's agreement.
- 3) Employees on any collectively bargained, federally provided, or state provided leave of absence, including but not limited to short- and long-term disability, FMLA, Workers' Compensation, Military Leaves, any other leaves allowed in the collective bargaining agreement will remain the responsibility of the Predecessor Company, including all benefits and payments related to the leave in accordance with the collective bargaining agreement. until the leave is exhausted and the employee returns to active employment. During a transition, benefits will not be extended for employees on Workers Comp or FMLA beyond the end of the month in which the leave began plus 30 days. The employee will continue to accrue seniority while on leave. The Successor Company will recognize that seniority.

U.A.W. V-CAP CHECK-OFF

During the life of this Agreement the Company agrees to deduct from the pay of any employees covered by this agreement provided that such employee executes or has executed the "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form.

A properly executed copy of the "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form for each employee for whom voluntary contributions to UAW V-CAP are to be deducted hereunder, shall be delivered to the Company before any such deductions are made, except as to employees whose authorizations have heretofore been delivered.

Deductions shall be made only in accordance with the provisions of and in the amounts designated in said "Authorization for Assignment and Check-off of Contributions to UAW V-CAP" form, together with the provisions of this section of the Agreement.

Deductions shall be made, pursuant to the forms received by the Company, from the employees' first pay received each month so long as the employees' authorization has not been revoked and is still in effect.

The Employer agrees to remit said deductions promptly to the UAW-V-CAP, care of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The Employer further agrees to furnish UAW-V-CAP with the names and addresses of those employees for whom deductions have been made. The Employer further agrees to furnish UAW-V-CAP with a monthly and year-to-date report of each employee's deductions. This information shall be furnished along with each remittance.

The Union shall indemnify and save the Company harmless from all claims, demands, suits, or any other liability arising out of or by reason of action taken or not taken by the Company for the purpose of complying with this section of the Agreement.

THIRD PARTY EMPLOYERS

All companies performing work for Leadec Corp. related to wages, hours or conditions of employment of bargaining unit employees (including employment agency services, payroll, etc.) will become a signatory to this Agreement. Leadec Corp. may use different companies during the term of this Agreement to perform work covered by this Agreement, but bargaining unit employees will not be adversely impacted by such changes. Leadec Corp. will be responsible and accountable for the labor relations including processing grievances under the Agreement.

Each undersigned company hereby agrees to be bound by this Agreement.

By: _____
Name (Print): _____
Title: _____
Company: _____
Phone Number: _____

By: _____
Name (Print): _____
Title: _____
Company: _____
Phone Number: _____

Temporary Employees

The Company and Union recognized that there are times when there are special projects requested by the customer, or in the case of shutdown cannot be performed on a timely basis by the existing employees. The parties agree that temporary employees can be hired to help complete the required work on a timely basis. It is also agreed that permanent employees will be offered overtime opportunities before any temporary employees will be utilized.

In the event the Company feels the need to hire temporary employees a request to hire will be sent to the UAW National Department for approval. The request will indicate the number of employees to be hired, the reason for the additional manpower need and the duration of the assignment. If the Union feels the company is not utilizing temporary employees as to the intent of this agreement the UAW National Department may cancel the use of temporary employees pending two weeks advance written notice of termination to the company.

This is not intended for the company to hire temporary employees to avoid paying full-time permanent employees' overtime or to avoid the hiring of permanent employees.

Any temporary employee(s) who receives forty (40) hours pay per month will be subject to paying Union dues in accordance with the UAW Constitution.

DISCIPLINE/DISCHARGE PROGRAM

- Section 1** Employees directed by the Company to attend a formal disciplinary meeting will be informed of their right to have a Union committeeperson present. An employee being discharged or disciplined shall be given the opportunity to meet with his/her shift committeeperson or the plant chairperson in a private area, designated by the Company for a reasonable period of time prior to the commencement of the discharge or discipline. The Company and the Union recognize that situations may occur which justify the immediate suspension of the employee pending further investigation and that this section shall not apply to those situations.
- Section 2** When the employee or committeeperson is not available for meeting under section 1, the Company will advise the plant chairperson or committeeperson of the suspension as soon as possible.
- Section 3** The Company agrees that written warnings (including disciplinary suspensions) will not be considered in future warnings or disciplines provided that the employee has received no further disciplinary action of any kind for a period of twelve (12) months from the date of the discipline.
- Section 4** The Company agrees that it will render any disciplinary action in a timely fashion. The Company agrees for disciplinary infractions it will endeavor to render the discipline within five (5) working days of its knowledge of the infraction.
- Section 5** For minor discipline situations that are appropriate for progressive discipline, the progressive steps shall be:
- 1) First Written Warning
 - 2) Second Written Warning
 - 3) One (1) Day DLO
 - 4) Three (3) Day DLO
 - 5) Two (2) Week DLO
 - 6) Discharge
- The above steps may not be followed in instances where the employee's behavior or actions warrant a shorter process.
- Section 6** In cases of severe misconduct, employees may be discharged without prior notice. Examples of severe misconduct are listed in the shop rules section.

All disciplines will be expunged from each employee's record upon ratification.

SHOP RULES

There are two (2) categories of severity; #1 Major (up to and including discharge) and #2 Minor (subject to the steps of the discipline procedure).

1. #2 Leaving the plant during working hours without permission or failure to return to work after lunch period without permission.
2. #1 Assaulting, fighting, threatening, intimidating, coercing or interfering with employees or supervision.
3. #1 Possession of or use of drugs, or any alcoholic beverage on Company property or while on job assignment. Reporting to work under the influence of drugs or alcohol or in an unsafe condition.
4. #1 Gross Disregard for safety rules.
5. #1 Failure or refusal to follow the instructions of supervision.
6. #2 Using another's badge or pass or permitting another to use your badge or pass to enter the property.
7. #1 Immoral conduct or indecency.
8. #1 Possession of weapons on Company property at any time.
9. #1 Misuse or removal from premises without proper authorization of employee lists, blueprints, Company records, or confidential information of any nature. Taking unauthorized photographs/videos on Company property at any time (social media policy).
10. #1 Theft or misappropriation of property of employees, or of the Company, or in the Company's custody.
11. #1 Sabotage or deliberate destruction of any property belonging to the Company, its employees, or in the Company's custody.
12. #1 Use, possession, distribution, sale or offering for sale, of narcotics or dangerous drugs including marijuana or any hallucinogenic agents, on Company property, at any time. Reporting to work under the influence of narcotics or dangerous drugs.
13. #1 Providing a false excuse or documentation relating to paid or unpaid time off or leave of absence.
14. #1 Three (3) days of no-call/no-show.
15. #2 Distracting the attention of others, or causing confusion by unnecessary shouting, blowing horns or demonstration of any kind on Company premises.
16. #2 Making scrap unnecessarily; faulty or careless workmanship.
17. #1 Smoking in restricted areas.
18. #1 Failure to record your own time, recording a card other than your own, or permitting your card to be recorded by another.
19. #2 Stopping work or making preparation to leave work (such as washing up or changing clothes) before lunch period or authorized quitting time.
20. #2 Wasting time or loitering in toilets or on any Company property during working hours.
21. #2 Unauthorized distribution of literature, written or printed matter of any description in working areas on Company premises during working hours.
22. #2 Unauthorized posting or removal of notices, signs, or writing in any form on Company bulletin boards or Company property at any time without the specific authority of management.
23. #2 Gambling, lottery or any other game of chance (or the possession of gambling paraphernalia) on Company premises at any time.

- 24. **#2** Littering, or contributing to poor housekeeping, unsanitary, or unsafe conditions on plant premises.
- 25. **#1** Unauthorized operation or use of machines, tools, or equipment.
- 26. **#1** The making or publishing of malicious statements concerning any employee, the Company, or its products.
- 27. **#1** Abusive language to any employee or supervision.
- 28. **#2** Disregard for common safety practice.

- 29. **#2** Careless use, misuse or abuse of any tools, equipment, materials, products or other property, owned by other employees or by the Company, or in the Company's custody.
- 30. **#2** Failure to wear required uniform or dressing inappropriately at work.
- 31. **#1** Sleeping during working hours.
- 32. **#2** Leaving your work area without permission during working hours.