



UAW-IC BUS of OKLAHOMA Local 5010 Highlights of Proposed 2019-2023 Tentative Agreement

February 2019

Contract Highlights

- \$1,000 contract signing bonus.
- \$1,000 lump-sum payment in the first year of the agreement.
- 2% Annual Improvement Factor (AIF) in 2020, 3% in 2021 and 6% in 2022 (11% base wage increase).
- Increased paid personal days from two to four days.
- Probationary period has been reduced from 180 days to 120 days.
- Increased the maximum benefit for short-term disability from \$400 to \$480 per week.
- Benefits will be paid beginning the first day of a out-patient surgical procedure (previously seven-day wait).
- Long-term disability maximum benefit increased from \$2,500 to \$2,700 per month.
- Basic life and accidental death and dismemberment insurance increased from \$20,000 to \$40,000.
- No increase in dental premiums during life of agreement.
- Health care premiums frozen for 2019 and capped at 5% per year for balance of agreement.
- Gained three months of health care coverage in the event of a layoff.
- Stepchild is now a four-day bereavement.
- Attendance at funeral is no longer a requirement.
- Lowered threshold for heat breaks from 98 to 92 degrees.
- Gains in health and safety audits and training.
- Prescription safety glasses will be provided by the company every two years or if your vision changes.
- Maintained hourly incentive plan.
- Open Process Techs will be filled by seniority process and not interviews.
- Gained departmental seniority.





Solidarity House

8000 EAST JEFFERSON AVE.
DETROIT, MICHIGAN 48214
PHONE (313) 926-5000

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA – UAW

GARY R. JONES, *PRESIDENT* RAY CURRY, *SECRETARY-TREASURER*
VICE-PRESIDENTS: TERRY DITTES • CINDY ESTRADA • RORY L. GAMBLE

February 8, 2019

Dear Brothers and Sisters:

Your UAW Local 5010 Bargaining Committee met with the Company with your best interest and demands in mind. Negotiations were very challenging, and we listened to the membership throughout the process.

We are pleased to say that the new four-year agreement presented to you includes an 11 percent base wage increase (Annual Improvement Factor (AIF)) of 2 percent in year two, 3 percent in year three and 6 percent of year four. There will be a lump-sum payment in year one of \$1,000. Upon ratification, there will be a \$1,000 ratification bonus. Also, seniority language has been greatly improved. Additionally, there will be a cap in increases to health insurance premiums during the life of the Agreement. Last, two additional personal paid days were achieved to provide relief for unforeseen circumstances.

Your Local 5010 Bargaining Committee resolved to bring stronger contractual language and improved economic provisions for your consideration. This would not have been possible without your commitment to support the bargaining process.

This has been a long process, but we respect the process and this agreement shows that the process works. It was an honor to represent you at the bargaining table. We are proud of this agreement and recommend its support.

In solidarity,

Gary Jones
President

Ray Curry
Secretary-Treasurer and Director
of the Heavy Truck Department

Vance Pearson
Director, UAW Region 5

GJ:RC:VP:mal
opeiu494



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February 4, 2019

Dear Brothers and Sisters,

On Friday, February 1, 2019, we reached a tentative agreement with IC Bus of Oklahoma. The UAW Local 5010 Bargaining Committee voted unanimously to endorse this agreement for ratification. We appreciate your patience and support during this period of negotiations to reach a fair and equitable agreement for all of our members.

In Solidarity,

The UAW Local 5010 Bargaining Committee

Guy Abbott

Guy Abbott
Chairman Local 5010

Jeff Jones

Jeff Jones
President Local 5010

Casey Morgan

Casey Morgan
Committeeman Local 5010

Roberto Pineda

Roberto Pineda
Committeeperson Local 5010

Tammy Walkup

Tammy Walkup
Committeeperson Local 5010

Reginald Williams

Reginald Williams
Committeeperson Local 5010

Economic Issues

Following are the terms of the tentative agreement reached on the date indicated above between the Company and the Union under the expiring IC Bus of Oklahoma Collective Bargaining Agreement. This Tentative Agreement together with all other written and signed tentative agreements previously reached between the parties in these negotiations represent the overall tentative agreement of the parties on all issues.

1. **All Current Employees.**

A. Term

- Contract effective upon ratification; four (4) year term, expiring 12:01 a.m. on 2/1/23.

B. Special Lump Sum Payments

- All bargaining unit employees hired on or before 1/31/19 and who remain employed as of the date of ratification of the successor Contract will receive a special lump sum payment in the amount of \$1,000, less applicable withholdings. Payment will be made no later than the third full pay period following ratification to employees who are active or on layoff status as of the date of ratification, and upon completion of the employee’s probationary or leave period for employees who are on probationary or leave status as of the date of ratification.

C. Annual Compensation Adjustments

- Bargaining unit employees will receive either an Annual Improvement Factor base hourly wage increase (“AIF”) or lump sum each year of the successor Contracts as indicated in the charts below.
 - o Lump Sums: where a lump sum is indicated, lump sum will be paid to all eligible employees in the third payroll period in July; employees must be active or on layoff status as of 3rd payroll period in July (3rd pay check in July) in order to qualify; employees on leave on that date will receive payment upon return to work; the lump sum will consist of the flat dollar amount as set forth below, less applicable withholdings. Employees in progression will be eligible, for lump sums as indicated in the charts below the year following their completion of the wage progression steps.
 - o AIF: where an AIF is indicated, the AIF will go into effect in the third payroll period in July; the AIF will be applied to each step in the progression for the designated position (i.e., start rate, and 90/180/365 calendar day rates).
 - o Contract Years: Year 1 is 2019; Year 2 is 2020; Year 3 is 2021; Year 4 is 2022.

Wage Rates Appendix A:

- Delete all current wage tables in Appendix A; replace with new wage tables as separately provided with year 1 hourly wage rates for all steps equal to the 2018 rates for the applicable position.

Group: Basic Technician, Process Technician and Systems Technician Labor Grade 4			
Year 1	Year 2	Year 3	Year 4
\$1,000 Lump Sum	2% AIF	3% AIF	6% AIF

- Add wage tables for new Systems Technician Labor Grade 5 and Grade 6 as outlined below, job description as separately provided, with compensation adjustments that track those provided for the Systems Technician Labor Grade 4 position above. Company will determine the staffing levels and qualifications for these new position.

Group: Systems Technician Labor Grade 5			
Start	After 90 Calendar Days	After 180 Calendar Days	After 365 Calendar Days
\$25.00	\$25.50	\$25.80	\$26.17

Group: Systems Technician Labor Grade 6			
Start	After 90 Calendar Days	After 180 Calendar Days	After 365 Calendar Days
\$30.00	\$30.50	\$30.80	\$31.17

- Delete Letter of Understanding (LOU) regarding Janitorial, Bus Washers and Bus Drivers (CBA p. 32) and add new wage table as separately provided with compensation adjustments as set forth below; maintain no wage progression steps for these positions; delete language in LOU except for note set forth below.

Group: Janitorial, Bus Washers and Bus Drivers*			
Year 1	Year 2	Year 3	Year 4
\$1,000 Lump	2% AIF	3% AIF	6% AIF

*Any employee who bumps into these positions will be paid the wages stated above.

**The Company agrees that the Janitors, Bus Washers and Bus Drivers will pay 66.66% of the regular hourly employee cost of the health care premiums.

2. Retirement Benefits (401(k))

- Per separate Tentative Agreement.

3. Welfare Benefits (Health, Prescription Drugs, Life, etc.)

- Per separate Tentative Agreement.

4. Safety

- Per separate Tentative Agreement.

5. Paid Personal Days (PPD)

- Increase current Paid Personal Days from two (2) to four (4).
- Modify current PPD Policy dated June 8, 2016, days will be earned quarterly (every three months).
- All current eligibility and qualifications remain unchanged.

6. Other Issues

- MPL all language in expired Contract except to the extent specifically addressed by this or other Company proposals or written and signed tentative agreements reached between the parties in these negotiations.
- All Contractual language will be modified to the extent necessary to fully incorporate the provisions and changes set forth in this and other written and signed tentative agreements reached between the parties in these negotiations (New Changes). Unless mutually agreed otherwise in writing, if there is any contract provision, local agreement or practice that infringes on the New Changes, it is understood and agreed that the New Changes will control (i.e., supersede) over the other agreement or practice.
- Dates will be changed in all Contract provisions to align with the effective date and termination date of the successor Contract.
- All Union proposals or Company proposals or counterproposals that have not resulted in written and signed tentative agreements between the parties are hereby withdrawn.



BASIC TECHNICIAN				
Effective Date	Start	90 Calendar Days	180 Calendar Days	365 Calendar Days
Current as of 1/31/19	\$ 19.15	\$ 19.45	\$ 19.75	\$ 19.98
2019 - 3rd Pay Period in July \$1,000.00 Lump Sum	\$ 19.15	\$ 19.45	\$ 19.75	\$ 19.98
2020 - 3rd Pay Period in July 2% AIF	\$ 19.53	\$ 19.84	\$ 20.15	\$ 20.38
2021 - 3rd Pay Period in July 3% AIF	\$ 20.12	\$ 20.43	\$ 20.75	\$ 20.99
2022 - 3rd Pay Period in July 6% AIF	\$ 21.33	\$21.66	\$ 21.99	\$ 22.25

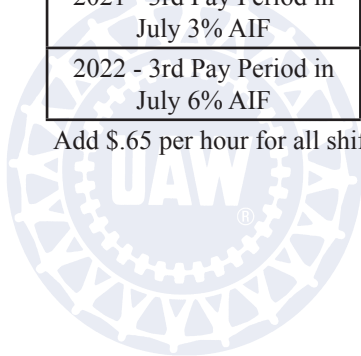
Add \$.65 per hour for all shifts other than 1st

GENERAL TECHNICIAN				
Effective Date	Start	90 Calendar Days	180 Calendar Days	365 Calendar Days
Current as of 1/31/19	\$ 19.35	\$ 19.65	\$ 19.95	\$ 20.20
2019 - 3rd Pay Period in July \$1,000.00 Lump Sum	\$ 19.35	\$ 19.65	\$ 19.95	\$ 20.20
2020 - 3rd Pay Period in July 2% AIF	\$ 19.74	\$ 20.04	\$ 20.35	\$ 20.60
2021 - 3rd Pay Period in July 3% AIF	\$ 20.33	\$ 20.64	\$ 20.96	\$ 21.22
2022 - 3rd Pay Period in July 6% AIF	\$ 21.55	\$21.88	\$ 22.22	\$ 22.50

Add \$.65 per hour for all shifts other than 1st

PROCESS TECHNICIAN				
Effective Date	Start	90 Calendar Days	180 Calendar Days	365 Calendar Days
Current as of 1/31/19	\$ 19.55	\$ 19.85	\$ 20.15	\$ 20.51
2019 - 3rd Pay Period in July \$1,000.00 Lump Sum	\$ 19.55	\$ 19.85	\$ 20.15	\$ 20.51
2020 - 3rd Pay Period in July 2% AIF	\$ 19.94	\$ 20.25	\$ 20.55	\$ 20.92
2021 - 3rd Pay Period in July 3% AIF	\$ 20.54	\$ 20.85	\$ 21.17	\$ 21.55
2022 - 3rd Pay Period in July 6% AIF	\$ 21.77	\$22.11	\$ 22.44	\$ 22.84

Add \$.65 per hour for all shifts other than 1st



SYSTEM TECHNICIAN HO4				
Effective Date	Start	90 Calendar Days	180 Calendar Days	365 Calendar Days
Current as of 1/31/19	\$ 22.15	\$ 22.65	\$ 22.95	\$ 23.32
2019 - 3rd Pay Period in July \$1,000.00 Lump Sum	\$ 22.15	\$ 22.65	\$ 22.95	\$ 23.32
2020 - 3rd Pay Period in July 2% AIF	\$ 22.59	\$ 23.10	\$ 23.41	\$ 23.79
2021 - 3rd Pay Period in July 3% AIF	\$ 23.27	\$ 23.80	\$ 24.11	\$ 24.50
2022 - 3rd Pay Period in July 6% AIF	\$ 24.67	\$25.22	\$ 25.56	\$ 25.97

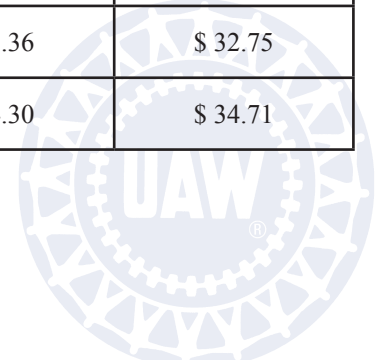
Add \$.65 per hour for all shifts other than 1st

SYSTEM TECHNICIAN HO5				
Effective Date	Start	90 Calendar Days	180 Calendar Days	365 Calendar Days
New Rate	\$ 25.00	\$ 25.50	\$ 25.80	\$ 26.17
2019 - 3rd Pay Period in July \$1,000.00 Lump Sum	\$ 25.00	\$ 25.50	\$ 25.80	\$ 26.17
2020 - 3rd Pay Period in July 2% AIF	\$ 25.50	\$ 26.01	\$ 26.32	\$ 26.69
2021 - 3rd Pay Period in July 3% AIF	\$ 26.27	\$ 26.79	\$ 27.11	\$ 27.49
2022 - 3rd Pay Period in July 6% AIF	\$ 27.84	\$28.40	\$ 28.73	\$ 29.14

Add \$.65 per hour for all shifts other than 1st

SYSTEM TECHNICIAN HO6				
Effective Date	Start	90 Calendar Days	180 Calendar Days	365 Calendar Days
New Rate	\$ 30.00	\$ 30.50	\$ 30.80	\$ 31.17
2019 - 3rd Pay Period in July \$1,000.00 Lump Sum	\$ 30.00	\$ 30.50	\$ 30.80	\$ 31.17
2020 - 3rd Pay Period in July 2% AIF	\$ 30.60	\$ 31.11	\$ 31.42	\$ 31.79
2021 - 3rd Pay Period in July 3% AIF	\$31.52	\$ 32.04	\$ 32.36	\$ 32.75
2022 - 3rd Pay Period in July 6% AIF	\$ 33.41	\$33.97	\$ 34.30	\$ 34.71

Add \$.65 per hour for all shifts other than 1st



JANITOR/BUS DRIVER/BUS WASHER	
Effective Date	Start
Current as of 1/31/19	\$ 14.50
2019 - 3rd Pay Period in July \$1,000.00 Lump Sum	\$ 14.50
2020 - 3rd Pay Period in July 2% AIF	\$ 14.79
2021 - 3rd Pay Period in July 3% AIF	\$ 15.23
2022 - 3rd Pay Period in July 6% AIF	\$ 16.15

Add \$.65 per hour for all shifts other than 1st.

*The Company agrees that the Janitors, Bus Washers, and Bus Drivers will pay 66.66% of the regular hourly employee cost of the health care premiums.

* The Union and the Company understand that any employee who bumps into these positions will be paid the wages stated above.



Attachment A: Health Care Premiums – Tentative Agreement

UAW employees at the Tulsa plant will pay 40% of the non-represented (a/k/a “Total Rewards”) Standard Plan premiums, not to exceed the amounts shown below. Janitors, Bus Washers and Bus Drivers will continue to pay 66.66% of the regular hourly employee cost of the health care premiums.

January 1, 2019 - December 31, 2019 Weekly Premiums			
	Employee	Employee + 1	Family
Standard Plan	\$21.90	\$41.11	\$57.51

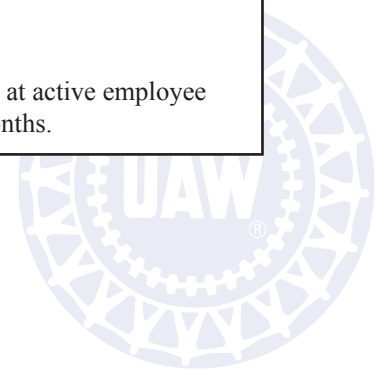
January 1, 2020 - December 31, 2020 Weekly Premiums			
	Employee	Employee + 1	Family
Standard Plan	\$23.00	\$43.17	\$60.39

January 1, 2021 - December 31, 2021 Weekly Premiums			
	Employee	Employee + 1	Family
Standard Plan	\$24.14	\$45.32	\$63.40

January 1, 2022 - December 31, 2022 Weekly Premiums			
	Employee	Employee + 1	Family
Standard Plan	\$25.35	\$47.59	\$66.58

January 1, 2023 - December 31, 2023 Weekly Premiums			
	Employee	Employee + 1	Family
Standard Plan	\$26.62	\$49.97	\$69.90

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 Section 3 - Laid-Off Employees
 Laid-off employees will be eligible to continue coverage under Parts II and III at active employee rates through the end of the end of the month of layoff plus an additional 3 months.



Attachment B: Dental Premiums – Tentative Agreement

UAW employees at the Tulsa plant will pay 40% of the non-represented (a/k/a “Total Rewards”) Standard Plan premiums, not to exceed the amounts shown below. Janitors, Bus Washers and Bus Drivers will continue to pay 66.66% of the regular hourly employee cost of the dental care premiums.

January 1, 2019 - TBD (as soon as administratively possible) Weekly Premiums			
	Employee	Employee + 1	Family
Standard Plan	\$1.00	\$2.00	\$3.00

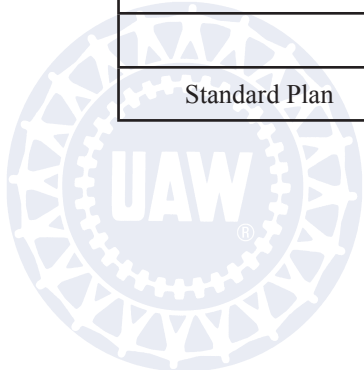
As soon as administratively possible - December 31, 2019 Weekly Premiums			
	Employee	Employee + 1	Family
Standard Plan	\$1.00	\$2.00	\$3.00

January 1, 2020- December 31, 2020 Weekly Premiums			
	Employee	Employee + 1	Family
Standard Plan	\$1.00	\$2.00	\$3.00

January 1, 2021 - December 31, 2021 Weekly Premiums			
	Employee	Employee + 1	Family
Standard Plan	\$1.00	\$2.00	\$3.00

January 1, 2022 - December 31, 2022 Weekly Premiums			
	Employee	Employee + 1	Family
Standard Plan	\$1.00	\$2.00	\$3.00

January 1, 2023 - December 31, 2023 Weekly Premiums			
	Employee	Employee + 1	Family
Standard Plan	\$1.00	\$2.00	\$3.00



Attachment C: Disability – Tentative Agreement

Weekly Benefit (Short-Term Disability)

60 percent of base hourly wage as defined below to a maximum of \$480.00 per week.

Monthly Benefit (Long-Term Disability)

60 percent of base hourly wage as defined below to a maximum of \$2,700 per month.

Excluded Disabilities and Losses

For any disability related to a mental illness (as defined in the Plan), an employee must be under the regular care of a Psychiatrist or PhD level Psychologist within 4 weeks of an initial visit to a physician to be eligible for benefits under the Plan.

Para 4, Section 2- Weekly Disability Benefits

If an employee is eligible, Short-Term Disability Benefits will begin after the seventh consecutive calendar day of a qualifying absence resulting from

pregnancy, illness or accidental injury under the terms of the Plan, except such benefits may be payable from the first day if he or she is hospitalized as an inpatient or undergoes an out-patient surgical procedure and is under the regular care of a physician. Benefits may also be payable following seven non-consecutive calendar days if the absences are related to the same condition.

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For days the employee receives any other compensation from the company. (Excluding previously earned Vacation pay. Vacation paid concurrent with a period of disability will in no way extend the eligibility period of disability beyond the maximum.)

Page 41 (LTD)

For days the employee receives any other compensation from the company. (Excluding previously earned Vacation pay. Vacation paid concurrent with a period of disability will in no way extend the eligibility period of disability beyond the maximum.)

Attachment D: Life Insurance – Tentative Agreement

Company-Provided (Basic) Life Insurance:
- Increase from \$20,000 to \$40,000

Company-Provided (Basic) AD&D Coverage:
- Increase from \$20,000 to \$40,000

Attachment E: Collaboration & Cooperation – Tentative Agreement

Navistar agrees to schedule a monthly telephonic meeting with the Tulsa Benefits representative to discuss outstanding and/or upcoming benefits issues. Navistar will do it's best to have a representative from E.R.I.C., Benefits Administration, Benefits Design, Disability and others as necessary.

The Union Benefit Representative shall have a contact in the disability department responsible for assisting the Benefit Representative with claims issues.

UAW IC Bus of OklahomaReport

This report was prepared for the UAW Heavy Truck Department under the direction of UAW Secretary-Treasurer Ray Curry by the UAW Public Relations and Publications Department. This is a summary of the tentative agreement. In all cases, the actual contract language will apply.

Duration

The four-year agreement will expire at 12:01 a.m. on Feb. 1, 2023.



Additional Contract Highlights

Article I Recognition

Union Management Relationship

8. Employee Dignity and Respect – It is the expectation that all employees (hourly and salaried) treat each other with dignity and respect and in compliance with all Company policies regarding workplace conduct.

Article IV Grievance Procedure

The Union and the Company agree that they will continue to work within the framework of their agreements to further these objectives.

Should issues arise between the Company and the Local Union or employees under this Contract, such issues shall be taken up for settlement under the following procedure:

Step 1: The complaint shall be presented by the employee involved or the Committeeperson, or both, within four (4) working days of the alleged violation or when the employee or the Union became aware of the issue, to the immediate Team Leader or other designated Team Leader. The Company and the Union both recognize the value and importance of full discussion and complete presentation and agreement concerning all pertinent facts in order to clear up any misunderstanding. The parties will cooperate in the exchange of pertinent information concerning the grievance. Every reasonable effort shall be made by both parties to settle the problem in this step. If the issue is not settled at Step 1 between the Committeeperson, employee and his immediate Team Leader within four (4) working days from the time it is raised, it will be submitted in writing at Step 2 of the procedure.

Step 2: If the grievance is not settled at Step 1 it may be presented to the BTL's by the Committeeperson within five (5) working days after receipt of the Team Leaders answer at Step 1. The BTL's answer will be given in writing

and returned to the Committeeperson within four (4) working days.

Step 3: In the event the BTL's answer is not satisfactory, the Bargaining Committee Chairperson may, within (5) five working days of the BTL's answer, request a meeting in writing with the Human Resources Department to seek resolution of the grievance. The Step 3 meeting will include representatives of the Human Resource Department and other management representatives as deemed necessary and the Bargaining Committee Chairperson and the Bargaining Committee. This group shall meet as soon as practical at a time mutually agreed upon by the Chairman and Human Resources. The Company's answer will be given within five (5) working days of the conclusion of the Step 3 meeting. The Company's response will state whether there is any dispute with respect to the facts of the case and whether the grievance is granted or denied and if denied, the reason for the denial.

If an issue arises in scheduling Step 3 meetings, either party may elevate the issue to the International Union or Corporate Human Resources.

The President of the Local Union may attend Step 3 meetings and will be afforded time off with pay from his regularly scheduled work on the same basis as a Grievance Committeeman for such attendance.

Step 4: UAW Regional/Heavy Truck Department Review Step: In the event the Company's answer, in Step 3 above, is not satisfactory, the Bargaining Committee Chairperson may within five (5) working days, appeal the grievance to Step 4. In cases of contract interpretation or discharges, the grievance may be sent directly to the International UAW Heavy Truck Department. Once a grievance has been appealed to Step 4, The International Union and the Company will arrange a meeting for the purpose of resolving grievances at this step. The Step 4 meeting shall include the Director of Labor Relations or their designee, and other management representatives as deemed appropriate by the Company; also included will be one (1) or two (2) representatives

from the International Union, The Bargaining Committee Chairperson, and the Committeeperson who handled the grievance in the previous steps. The Bargaining Committee Chairperson may bring an additional representative(s) as deemed necessary by the Union. The Company's answer will be given to the Bargaining Committee Chairman, UAW Regional Representative and the Heavy Truck Representative within thirty (30) days for the conclusion of the Step 4 meetings. The Regional and/or Heavy Truck Representative, upon receipt of the 4th step Company answer, will make the decision to settle, withdraw, or appeal the grievance to the Arbitration Step of the procedure. The Union will provide written notice to the Company of their intent to arbitrate a discharge grievance within six (6) months and one (1) year for all other Step 4 written answers provided by the Company.

Grievance Understandings

It is understood that should a step of the Grievance Procedure be bypassed and forwarded to the next step, the grievance will be remanded and returned to the missed step of the procedure for consideration prior to being accepted at the next step.

A grievance involving a suspension, discharge or a policy violation(s) may be initiated at Step 3 of the grievance procedure within four (4) scheduled working days after the suspension, discharge or policy violation(s).

A copy of a written warning to the employee will be timely furnished to the Chairman of the Bargaining Committee. Both parties recognize and wish to respect the privacy and confidentially rights of individual employees consistent with the Union's right to have relevant information.

When the Company advises employees of discipline, the action must be issued within eight (8) working days commencing the day a member of management becomes aware of the incident; otherwise, the discipline becomes null and void.

In the administration of progressive discipline, disciplinary warnings more than 12 months old shall not be considered.

In the event the Company intends to issue discipline and/or discharge to any employee, the Company will, prior to issuing the discipline or discharge, offer Union representation to the employee.

Time limits herein provided may be extended by mutual Agreement in writing signed by the parties.

All references in this Article to the number of scheduled working days as time limitation shall not include Fridays, Saturdays, Sundays or paid holidays.

In the event the Company does not reply to a grievance within the time limits set forth in Step 1 through Step 3, the Union may, upon notification to the Company, process such grievances to the next Step of the Grievance Procedure.

Arbitration: If the grievance is not settled in Step 4 above, notice of intent to appeal the case to an arbitrator must be given in writing to the Company after the written answer being given in Step 4 above. Only grievances involving the interpretation or application of the provisions of this Agreement shall be subject to arbitrations. The Union and the Company may select, by mutual agreement, a Permanent Arbitrator to serve until the termination of this Contract, provided he continues to be acceptable to the Union and the Company. The selection process of the Permanent Arbitrator will be outlined under separate letter. In addition to the agreed compensation to be paid for his services, he will be entitled to his necessary travel expenses in connection with the performance of his duties. If such Arbitrator becomes unacceptable to either or both parties, appropriate written notice shall be sent to the Arbitrator and the opposite party, and he shall thereupon conclude his services by rendering decisions on any grievances pending that have already been heard by him. It is understood and agreed that neither party may be compelled to arbitrate more than one grievance at any one arbitration hearing. However, nothing shall prevent the parties from

combining two or more grievances for arbitration if they mutually agree to do so in writing.

It is understood and agreed that this Grievance Arbitration Procedure is for the exclusive benefit of the employees and the Union and that the Company does not have recourse to the procedure. The Company reserves all of its remedies at law and in equity.

The arbitrator shall be empowered, except as his powers are limited below, to make a decision in cases of alleged violation of rights expressly accorded by this Agreement.

The limitations on the powers of the arbitrator are as follows:

- a) He shall have no power to add to or subtract from or modify any of the terms of any Agreement.
- b) All awards of back wages shall be limited to the amount of wages the employee would have otherwise earned from his employment with the Company during the period as above defined less any employment or unemployment compensation or other compensation for personal services that he has received from any source during the period.

Article V Hours of Work and Overtime Notification of Scheduling of Overtime

Notification of Scheduling of Overtime

Your Team Leader or Group Leader will provide you with prior days' notice, ~~by 4:00 p.m. or~~ one (1) hour prior to the end of the ~~current~~ shift, when the need for scheduled overtime arises. Our goal is to limit daily overtime to two hours per day; however, this may not always be possible, and excessive overtime will be closely monitored.

When required overtime is scheduled, it is the responsibility of the Team Leader and the Committeeperson of the area, to assure ~~equal~~ **commensurate** administration of approved overtime by the Company. The Company will make every attempt to notify employees of Friday overtime on the Thursday of the prior work week but

no later than noon on Tuesday of the current work week.

To mitigate the need for Friday overtime the Company and the Union will jointly explore opportunities of working daily overtime in an attempt to avoid Friday overtime. This in no way should be misconstrued to limit the Company's ability to schedule daily or Friday overtime.

Article V Hours of Work and Overtime

Reporting to Work with No Work Available

The Company will make mass notification ~~through the call system by 4:30 a.m.~~ **no later than two (2) hours** prior to the employees' starting shift time if there is an issue that would require a delayed start or unexpected down day. **Employees are required to have current contact information including phone numbers and address updated.** If notification is not made timely, and the employee scheduled to work and reporting to work finds on arrival at the plant that there is no work available in their department, will be offered 5 hours of work in another area, if such work is available, or will be paid a minimum of five (5) hours pay at their regular rate of pay, if no work is available. If alternative work is available to an employee and the employee refuses such work they will not be entitled to the five (5) hours of pay and will only be paid for hours worked. This section shall not apply if employees are unable to perform the work because of an emergency such as fire, flood, explosion, storm, and utility failure outside of the plant, major mechanical breakdown requiring the shutdown of the production line, work stoppage, labor dispute, act of God or for reasons beyond the control of the Company, etc.

Rest Periods

There will be two (2) scheduled rest periods in each regular work-day; one (1) fifteen (15) minute break during the first half of the shift and one fifteen (15) minute break during the second

half of the shift. An additional fifteen (15) minute rest period will be given for those employees who are required to work more than ten (10) hours. In the event that the ambient temperature is ~~ninety-eight (98)~~ **ninety-two (92)** degrees or greater, as of eleven (11:00) am, as measured at the Tulsa International Airport, there will be an additional fifteen (15) minutes break during the second half of the shift. The Company shall provide an unpaid meal break of a minimum of thirty (30) minutes, approximately mid-way through the shift.

Break times and lunch period may be flexed to minimize operational down time. **Lunch period may be flexed a maximum of thirty (30) minutes.** The Company will notify the Local's Chairman, **prior to changes**, of the business reasons for such change.

**Article VIII
Vacations**

Vacation Eligibility

During the term of this Agreement, the vacation year shall be the twelve (12) month period starting each January 1.

Regular employees who are on the active payroll on any January 1 during the term of this Agreement shall receive vacation pay as set forth herein, providing they have worked a minimum one thousand forty (1040) hours during the preceding twelve (12) month period ending December 31, as follows:

- a) **Each employee whose seniority as of January 1 is less than one (1) year shall receive a prorated portion of vacation hours based on the hours credited vacation schedule included in this article.**
- b) Each employee whose seniority as of January 1 is less than two (2) years shall receive one week of vacation (40 hours.)
- c) Each employee whose seniority as of January 1 is two (2) years but less than five (5) years shall receive two weeks of vacation (80 hours).
- d) Each employee whose seniority as of January 1 is five (5) years but

less than ten (10) years shall receive three weeks of vacation (120 hours).

- e) Each employee whose seniority as of January 1 is ten (10) years but less than twenty (20) years shall receive four weeks of vacation (160 hours).
- f) Each employee whose seniority as of January 1 is twenty (20) years or more shall receive five weeks of vacation (200 hours).

An employee will have worked and/or have been credited with a total of one thousand forty (1040) hours during the vacation credit year in order to be eligible for a full vacation. An employee who has worked or been credited with less than one thousand forty (1040) hours during the vacation credit year will be eligible for proportionate vacation in accordance with the following table:

Hours Credited % of Full Vacation	
1040 and above	100%
940 thru 1039	85%
840 thru 939	75%
740 thru 839	65%
640 thru 739	55%
540 thru 639	50%
Less than 540	0

The following periods, not worked, will be credited as time worked for the purpose of computing vacation eligibility: holidays, vacation taken or paid for during the vacation credit year, Local Union business leave of absence, absence due to work related injury/illness or paid absence while on jury duty, absence when receiving bereavement pay and time spent in military service as provided by governmental regulations.

A seniority employee's accumulated progression time for purposes of vacation eligibility calculation will stop when he/she leaves active employment and will resume when he/she returns to active employment.

~~Vacation allotment for balance of calendar year 2013 will be as currently administered.~~

Vacation Selection Process

Employees who apply for vacation shall be first come basis. When multiple employees apply for vacation on the same day, seniority will apply for the selection process.

Vacation Allotments Per Department

It is the intent of the Company that employees be allowed to schedule and use their earned vacation. To this end, the Company will strive to ensure ample time for earned vacation can be scheduled and used. The Company will, as far as possible, approve the employee's preference as to dates, but the Company's decision in this matter shall be final on the number of employees per department that may be released at any given time.

If the Team Leader and Zone Committeeperson cannot resolve scheduling conflicts that might arise then Human Resources and the Local Union Chairman will be engaged.

**Article IX
Seniority**

Breaks in Seniority

Seniority shall be considered broken in the bargaining unit when:

- a) An employee voluntarily leaves the Company's employment. When an employee informs the Team Leader he is quitting his employment, the Team Leader will immediately make out a quit slip and the employee will be offered an opportunity to sign the slip. In the event the employee refuses to sign the quit slip, the Committeeperson will be immediately notified.
- b) An employee is discharged for cause. If a person who has been discharged is subsequently reinstated under the procedures provided by this Contract, the break in seniority will be cancelled and all seniority will be restored.
- c) An employee who is absent from work in excess of ~~four-three~~ **(4) (3)** working days without reporting to the Human Resources

Department or is absent from work in excess of ~~four three~~ **(4) (3) working** days without a reasonable cause for such absence will be discharged under this Sub-section. The Company will notify the Local Bargaining Chairman of those employees who have been absent from work for ~~three two~~ **(3) (2)** consecutive working days without properly reporting their absence or without reasonable cause.

- d) An employee who transfers to a non-bargaining unit position within the Company.
- e) An employee fails or refuses to return to work from layoff or fails to contact the Company within ~~four three~~ **(4) (3)** working days after receipt of notification or return of certified mail to report to work, unless the employee's reason for not reporting is valid.

An employee who has been absent from work in excess of ~~four three~~ **(4) (3)** working days without reporting to Human Resources Department and whose seniority has been considered broken as set forth above, will be reinstated with full seniority rights if he submits satisfactory evidence that his absence was for a legitimate reason and that his failure to report was reasonable under the circumstances, but no back pay will be granted in such cases.

~~On the effective date of this Contract, no employee will be credited with more or less seniority than he had immediately prior to such effective date; however, thereafter seniority shall be accumulated or broken as provided in this Section.~~

Whenever in this Article the phrase "terminated due to layoff" is used, it shall mean removal from the active payroll of the Company and seniority shall be broken only under the conditions prescribed in this Section.

There shall be no loss of recall rights during the term of this contract.

Before new employees are hired, the Company will give consideration to rehiring a former employee whose seniority has been broken and who has applied for reemployment with the

Company. A former employee who makes application for employment will not be required to take a pre-employment test for aptitude, proficiency, knowledge or skill, administered to other applicants who have never worked for the Company, if his former jobs, and specifications for those jobs, performed by him include jobs which were substantially like the job for which he is making applications. Such applicant shall nonetheless be subject to all other usual standards for employment including but not limited to previous employment record, health status, personal history, and pre-employment drug testing.

When a new employee is hired, he shall be a probationary employee for the first one hundred and ~~eighty twenty~~ (120) ~~(180)~~ calendar days of employment. All days of absence except holidays must be made up in determining the date upon which the employee acquires seniority.

Article IX Seniority

Disqualified Employees

Any employee whom the supervisor has certified in writing to the Human Resource Department as disqualified on a particular job will be returned to their original department to bump the least senior employee within their job band. Any employee who is returned by the Company to his or her former department shall be entitled to submit a new transfer on any subsequent transfer job openings posted by the company. **In all instances, the Union Representative of the area will be notified prior to any employee being disqualified.**

Probation Employees

When a new employee is hired, he shall be a probationary employee for the first one hundred and ~~twenty eighty~~ (120) ~~(180)~~ calendar days of employment. All days of absence except holidays must be made up in determining the date upon which the employee acquires seniority.

During the probationary period, probationary employees may be terminated at any time by the Company at its sole discretion and neither the employee so terminated nor the Union

shall have recourse to the Grievance or Arbitration procedure over such terminations, except that an allegation involving discrimination as defined in this Agreement, may be processed under the grievance procedure.

A probationary employee will be identified on unit-wide and departmental seniority lists by their date of hire.

Department Openings

When an opening occurs the Team Leader will solicit employees by seniority within the department, without creating inefficiencies, to fill the opening. This will be limited to one movement per opening.

Section 3: Filling Open Jobs

A. When a permanent vacancy occurs which the Company elects to fill in a job classification covered by this Agreement, or when the Company decides to create a new job classification, the following procedure shall be followed:

- 1) If the vacancy is in the Process or System Technician Labor Grade, notice of the job vacancy shall be posted on the bulletin board(s) at the time clock(s). Such notice shall set forth the job classification, the labor grade and qualifications required for the job. Eligible applicants will have until 5:00 pm on the seventh calendar day from the date of posting to bid on those open positions (shut downs and holidays excluded).
- 2) To be eligible to bid, an employee must have completed their probationary period. All information requested on the bid form must be completed and submitted to Human Resources.
- 3) Awarding of bid's
Process Technician: The Company shall offer the job to the most senior employee.
System Technician - Repair: The Company shall offer the job to the most senior qualified employee who meets the minimum requirements according to a job matrix., as jointly

developed by the Company and the Union. Plant seniority, as set forth in this Article, will be used to determine who will receive the job offer if two employees are deemed **equally** qualified.

Systems Technician: The Company shall offer the job to the most qualified candidate based on knowledge, skills and ability to do the job determined through the interviewing process. Plant seniority, as set forth in this Article, will be used to determine who will receive the job offer if two employees are deemed **equally** qualified.

- 4) An employee shall not be allowed to bid on another job for a period of six (6) months following the date that the employee is awarded a job bid or refuses to accept an awarded job bid, except when the employee is disqualified and returned to their former department by the Company.

B. An employee selected to fill a vacancy under this Section shall be assigned to that department ~~within~~ as soon as reasonably possible **but no later than three (3) weeks** from the date the employee accepts the job opening. The employee shall have eight (8) business days on the job to demonstrate proficiency to perform the job, or decide if he or she wishes to remain in the position. The Company may, at any time during that period, disqualify an employee and move them ~~employee~~ back to their old department if the Company determines the employee cannot adequately perform the work. An employee who elects to return to his old department shall not be entitled to consideration for any opening for six (6) months following the date the employee elects to return to his or her former department. Any employee who is returned by the Company to their former department shall be entitled to bid on any subsequent vacancies posted by the Company.

C. The Company and the Union will work jointly to develop a job skills

matrix for the selection of System Tech – Repair positions and an updated interview process for all other System Technician positions.

Transfer

Section 1: Transfers ~~Lateral Moves~~

When there is a job to be filled in a General Tech job band, an employee may request a lateral transfer by completing a transfer request form obtained in the HR Dept. The open jobs will be posted bi-monthly on the first Wednesday and third Wednesday of the month, on the bulletin board(s) at the time clock(s). Applicants will have until 5:00 pm on the seventh calendar day following the date of posting to submit a transfer request form to Human Resources. Employees are required to transfer if they have a transfer request submitted and awarded. The transfers will be awarded based on seniority, no more than 12 calendar days after the job listing has been pulled. Employees will be allowed a maximum of eight (8) business days to qualify on the job they have transferred to. The Transfer list will be cleared after positions have been awarded. Employees may cancel their transfer request during the 7 day posting period with written notification to Human Resources.

Article X Leaves of Absence

Bereavement Leave

The purpose of bereavement leave is to replace those regular, straight time earnings that one normally would have made had the death not occurred. If you are a full-time regular employee and a death occurs in your family, you will be compensated for time lost from your regular work schedule in accordance with the following guidelines. Bereavement pay will be calculated based on the current, straight time, base pay rate applicable to you as if you worked a regular shift. If the death were to occur in a work week that included a scheduled 5th day of work (normally scheduled production Friday) absence on this 5th day will be paid at the regular straight time hourly rate.

1. In the event of a death in the immediate family of a regular full time employee, the employee will be allowed four (4) regular scheduled work days off with pay at the employee's straight time hourly rate.
 - "Immediate family" is limited to the employee's spouse, parent, child, **stepchild**, brother, or sister.
2. In the event of a death in the extended family of a regular full time employee, the employee will be allowed three (3) regular scheduled work days off with pay at the employee's straight time hourly rate.
 - "Extended family" is limited to the employee's step-parent, parent or step-parent of current spouse, ~~stepchild~~, stepbrother or half-brother, stepsister or half-sister, grandparents of employee's spouse or the employee, grandchildren, employee's son-in-law and daughter-in-law, great-grandparent, great-grandparent of current spouse and brother-in-law and sister-in-law.
3. Such leave shall include the day of the funeral.
4. If requested by the Company, the employee must furnish adequate proof of the death and the claimed relationship; and
5. Employees who are not working for the following reasons will not be entitled to bereavement pay:
 - a) Employees absent due to work related injury
 - b) On Layoff
 - c) On Sick Leave
6. Extensions of bereavement, without pay, may be arranged through the Human Resources Department.
7. In the event of the death of your aunt or uncle, you are eligible for one day of unpaid bereavement leave to attend the funeral.

Requests for bereavement leave should be made to your immediate team leader. **Proof of the death and your relationship to the deceased** must be provided to the Human Resource department to qualify for paid time away from work. When requesting bereavement leave, you must establish with Human Resources or your team

leader the dates of your absence and the date of your return to work.

Article XIV Safety

International Joint Committee on Health and Safety

The International Joint Committee on Health and Safety will consist of two (2) representative of the International Union appointed by the Director of UAW Heavy Truck Department and two (2) representatives of the company. Each party will appoint one member who has professional training in industrial hygiene or safety. This committee shall meet periodically.

Items in the meeting to be discussed but not limited to;

- Review the Company's safety and health programs and make necessary or desirable recommendations.
- Develop and recommend to the company an appropriate training program to be established for the local Union Safety Representative and Management Safety Representative.
- Discuss advances in safeguarding procedures for new technology and work with operations to implement such safeguarding considerations in a timely manner.
- Review and analyze federal, state, or local standards or regulations that affect the health and safety programs within the company.

The Company will invite the International Safety and Health Representative and Heavy Truck Department Representative or their designee to the IC Bus of Oklahoma cross plant audit.

Article XIV Safety and Health

Safety Drills

An Evacuation or Seek Shelter drill will be conducted on each shift at least once per year.

Safety Glasses

Prescription safety glasses (frames and lenses) will be provided by the Company every two years. If, during the course of work, an employee's glasses are damaged or broken, the Company will replace them prior to the two-year deadline. Lenses will be covered by the Company when an employee's prescription changes.

Joint Health and Safety Committee

The Joint Central Safety Committee will include Local Union Bargaining Committee members or their designee, Health and Safety Representative and management members as determined by the Company. The committee will meet once a month and minutes of the meetings will be kept.

The Joint Health and Safety Committee will review:

1. Injuries and illnesses to identify cause(s) and prevention;
2. Changes in shop rules governing safety and sanitation;
3. Participation in the review of hazardous materials prior to their use in the plant.
4. Developing and evaluating programs such as Fork Lift Safety, Noise Abatement, Ergonomics, Toxic Material Reduction, Preventive Maintenance, lockout, etc.
5. Presenting problem areas and suggestions to the Plant Manager's operating staff.
6. Taking an active role in reviewing, recommending and presenting local safety education and information programs and employee job-related safety training (e.g., hazard communication, lockout, confined space, new employee orientation, apprentice safety, etc.)
7. Review and make recommendations regarding the personal protective equipment currently in use and selection of suppliers.
8. Review the operation of the medical department to insure that quality professional treatment is

provided: Issues arising from the Plant Medical Department will be brought to the attention of the Plant Manager and the Human Resource Department.

The parties further recognize the need for the professional development of Joint Central Safety Committee Members; therefore adequate and necessary training will be made available. **Further, for the UAW Safety Representative, the Company will provide two (2) weeks of training and one (1) week of training for the Alternate Safety Representative annually. All training must be approved by the Corporate or the Plant Safety Manager.**

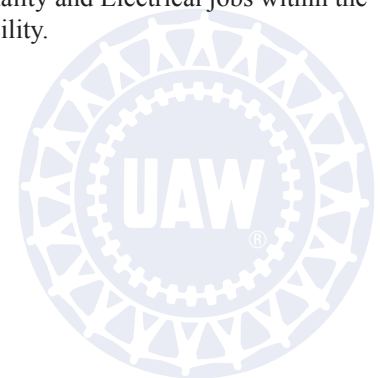
Working Alone

When work assignments involve situations where it is hazardous to an employee, appropriate precautions will be taken including communication system or work partner.

Article XIX General Provisions

Job Training

The Company commits to **having a work hardening training program that is progressionary in nature** to adequately train all new employees and employees who have transferred to a new job within the facility. **The parties Company and the Union will discuss and agree on training programs for all Basic Tech, General Tech, and Process Tech Process Tech, System Tech, Safety, Quality and Electrical jobs within the facility.**



Notes



Notes



UAW-IC BUS of OKLAHOMA NEGOTIATING TEAM

Gary Jones

President

International Union, UAW

Ray Curry

*Secretary-Treasurer and Director
UAW Heavy Truck Department*

Vance Pearson

*Director
Region 5*

Tim Bressler

*Executive Administrative Assistant
to the Secretary-Treasurer*

David Stalnaker

*Administrative Assistant
Heavy Truck Department*

John Eblin

*Assistant Director
Heavy Truck Department*

UAW International Representatives

Larry Mosby

Region 5

Robert Sciotti

Social Security Department

Frankie Serra

Social Security Department

Ted Szczepaniak

Research Department

Local 5010 Bargaining Committee Members

Jeff Jones

President

Guy Abbott

Chairperson

Casey Morgan

Committeeperson

Tammy Walkup

Committeeperson

Roberto Pineda

Committeeperson

Reginald Williams

Committeeperson