AGREEMENT

BY AND BETWEEN

PALMEN MOTORS INC. & PALMEN ENTERPRISES INC.

and

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

LOCAL NO. 72



April 19, 2021

through

April 18, 2024

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AGREEMENT BY AND BETWEEN PALMEN MOTORS INC & PALMEN ENTERPRISES INC.

and

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA UAW LOCAL NO. 72 KENOSHA, WISCONSIN

THIS AGREEMENT is effective April 19, 2021, by and between Palmen Motors Inc. & Palmen Enterprises Inc., hereinafter referred to as the "Company" and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, Local 72, hereinafter referred to as the "Union."

ARTICLE I

Section 1. – Recognition The Company recognizes the Union as the exclusive bargaining agent for all employees but excluding all office and clerical employees, parts employees, car clean-up and lot helpers, guards, professional employees, salesmen and supervisors, as defined in the National Labor Relations Act.

Section 2. – Union Security As a condition of employment, all employees of the Company included in the collective bargaining unit covered by this agreement shall no later than thirty (30) days after execution of this Agreement, or in the case of new employees no later than thirty (30) days after the date of hiring, become members of the Union and remain members in good standing during the term of this Agreement. Within thirty-one (31) days after hiring a new employee, the Company shall notify the Union in writing stating the employee's name and hiring date.

The Union Security (but not dues check-off authorization) provisions of this agreement shall be of no force and effect in any state to the extent that the making or enforcement of such provisions is contrary to such state's law; provided, however, that wherever any such state law is either declared invalid or is repealed or modified to make union security (including any form thereof) lawful, the union security provisions of this agreement will again be in force and effect to the fullest extent permitted by law, including such lesser forms of union security such as "fair share"

or "agency fee" if those lesser forms of union security are all that is permitted by state law.

At all times, the following provisions respecting union membership shall remain in effect in the bargaining unit or units covered by this Agreement:

An employee who is a member of the UAW at the time this Agreement becomes effective shall continue to be eligible for membership in the UAW for the duration of this Agreement, subject to such terms as may be enforced by UAW for acquisition and retention of membership.

An employee who is not a member of the UAW at the time this Agreement becomes effective may become a member of the UAW at any time after employment and remain a member of the UAW for the duration of this Agreement, subject to such terms as may be enforced by UAW for acquisition and retention of membership.

The Company shall allow the Union to meet with new employees during the first week of employment.

Section 3. – Check off Upon receipt of a written authorization from an employee in substantially the form following, the Company will deduct the amount of such employee's dues and initiation from his/her paycheck in accordance with the provisions of said authorization.

| | | No |
|--|---|--|
| <u>AUTHORIZA</u> | TION FOR CHECKOFF OF DU | <u>ES</u> |
| To: (Name of Company inserte | | e: |
| I hereby assign to Local Union Aerospace and Agricultural Implearmed or to be earned by me employment by you), such sums may certify as due and owing from and monthly dues in such sum a Union in accordance with the Conthan \$5.00 monthly. I authorize and to remit same to the Union upon between you and the Union | lement Workers of America (L as your employee (in my pr s as the Financial Officer of sa om me as membership dues, in as may be established from tim institution of the International Un and direct you to deduct such at such times and in such mar | JAW), from any wages resent or in any future aid Local Union No. 72 icluding an initiation fee to time by said Local nion, UAW, but not less a amounts from my payoner as may be agreed |
| This assignment, authorization a (1) year from the date of delivery Bargaining Agreement between time of delivery of this authorizate that this assignment, authorizate shall be irrevocable for successive succeeding applicable collective whichever shall be shorter, unless Union not more than twenty (20 expiration of each period of one between the Company and the Union 10 the company and the Union 11 the company and the Union 12 the company and the Union 13 the company and the Union 14 the company and the Union 15 the company and the Union 16 the company and th | hereof to you, or until the term the Company and the Union wation, whichever occurs sooner; on and direction shall be autorize periods of one (1) year each agreement between the Cors written notice is given by me to do | ination of the Collective which is in force at the and I agree and direct matically renewed, and for the period of each mpany and the Union, to the Company and the (10) days prior to the |
| This authorization is made pursumanagement Relations Act of 194 | • | n 302 (c) of the Labor |
| (Signature of employee) | | |
| (Address of employee) | | |
| (Type or print name of employee) | | |
| (City) | (State) | (Zip) |

(Date of delivery to Company)

(Employee's Clock No.)

(Date of signing)

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 delivered to the Company before any payroll deductions are made. The deductions shall be remitted to the Financial Secretary of the Local Union once each month, however, before the end of the month in which said dues were deducted. Such deductions shall be made from the employee's paycheck in the week of each month that the 15th day of the month falls, insofar as possible. Any deductions made from subsequent payrolls in that month shall be included in a remittance the following month. It is understood that, upon request of any individual employee, the Company will deduct Initiation Fees in two (2) separate equal installments and thereafter transmit same to the Union. Wherever possible, total Initiation Fees shall be paid over to the Union rather than installments by the Company. The Company will include a form with a list of names and the amount of dues with each dues transmitted.

Section 4. – V-CAP Check-Off The Company agrees to deduct from the pay of each employee who executes a written authorization for voluntary contributions to the UAW V-CAP on an Authorization Form provided by the Union. A properly executed copy of such Authorization form for each employee for whom such voluntary contributions are to be deducted hereunder shall be delivered to the Company before any payroll deductions are made. The deductions shall be remitted to the Financial Secretary of the Local Union once each month, however, before the end of the month in which said contribution was deducted. Such deductions shall be made from the employee's paycheck in the week of each month that the 15th day of the month falls, insofar as possible.

ARTICLE II

HOURS OF WORK, OVERTIME AND HOLIDAYS

Section 1. – Hours of Work The work week will consist of four (4) working days of ten (10) hours each or five (5) working days of eight (8) hours each with Saturday as a regularly scheduled work day for some employees. Work days on a five (5) day, eight (8) hour schedule shall be consecutive for Journeyman Technicians hired prior to April 18, 2015. Work days on a four (4) day, ten (10) hour schedule may be nonconsecutive provided such schedules are filled first by volunteers and then by employees hired after February 4, 2008.

All shifts and schedules shall be established and remain in effect for a minimum of sixty (60) calendar days, unless affected employees by a majority vote agree to an early adjustment. Employees will be given fourteen (14) calendar days' notice of any change in shifts or work week.

Available work weeks and shifts will be picked by seniority.

However, the starting time could begin up to two (2) hours before or after the regular starting time by mutual agreement and selected by seniority.

Lunch periods shall be one half (1/2) hour and may be assigned with staggered starting times.

Section 2. – Overtime For employees paid based on booked hours, time and one-half will be paid for all work performed over ten (10) hours in any one (1) day for employees on a four (4) day, ten (10) hour schedule and over eight (8) hours for employees on a five (5) day, eight (8) hour schedule, or forty five (45) hours in any one (1) week, or all work performed before or after the employee's scheduled working hours and for work performed during an employee's scheduled lunch period. Hours worked by employees paid based on booked hours for the purposes of computing overtime premium shall include only those hours worked by request of the Company.

For employees paid on an hourly basis, time and one half will be paid over eight (8) hours in any one (1) day or forty (40) hours in any one (1) week or all work performed before or after the employee's regularly scheduled working hours and for work performed during an employee's scheduled lunch period. Employees paid on an hourly basis may be compelled to work up to nine (9) hours per day with a twenty four (24) hour notice.

For employees paid based on booked hours on an eight (8) hour per day schedule, working more than eight (8) hours in any day or forty (40) hours in any week shall be strictly on a voluntary basis, and it shall not be mandatory for any person to work more than eight (8) hours in any one day or forty (40) hours in any one week.

For employees paid based on booked hours on a ten (10) hour per day schedule, working more than ten (10) hours in any day or forty (40) hours in any week shall be strictly on a voluntary basis, and it shall not be mandatory for any person to work more than ten (10) hours in any one day or forty (40) hours in any one week.

Section 3. The Company shall distribute overtime work as equally as possible within the respective classifications.

Section 4. When it becomes necessary for employees to work overtime, they shall not be laid off during normal working hours to equalize this overtime.

Section 5.

- A. SUNDAY WORK All work performed on Sunday shall be paid for at double time.
- B. SATURDAY WORK If a Journeyman Technician or Junior Tech works Saturday as part of their regularly scheduled workweek, they shall receive an additional 75

cents (seventy five cents) every booked/worked hour retroactive to hour one. The 75 cents (seventy five cents) per hour shall also be included in base pay for the purpose of vacation pay, training pay, paid personal days and paid bereavement leave so long as they are actively working on a schedule that includes Saturdays as part of the their regularly scheduled workweek.

- C. LEGAL HOLIDAYS All work performed on legal holidays, namely:
 - 1. New Year's Day
 - 2. Memorial Day
 - 3. Fourth of July
 - 4. Labor Day
 - 5. Thanksgiving Day
 - 6. Day after Thanksgiving **See Memorandum Of Understanding**
 - 7. Christmas Day
 - 8. Day immediately preceding Christmas
 - 9. Day immediately preceding New Year's Day
 - 10. The last two (2) hours of the shift on Good Friday

shall be paid at the rate of double time, which shall be in addition to the holiday pay as set forth in "C." below.

- D. HOLIDAY PAY All employees covered in this Agreement working eight (8) hour shifts shall be paid based on the base rate for eight (8) hours for the abovenamed holidays, 1-9. With reference to Good Friday, all employees shall be paid for two (2) hours. Holiday pay will be paid provided:
 - Said employees shall have worked the last scheduled workday prior to and the next scheduled workday following said holiday unless the employee requests and receives permission from management to be absent the last scheduled workday before or the last scheduled workday following the holiday.
 - 2) Employees who have been laid off in a reduction in force or gone on sick leave up to and including ten (10) workdays immediately preceding the holiday shall receive pay for such holiday.
 - 3) When one of the above holidays falls within an employee's approved vacation period and he is otherwise eligible for such holiday pay and he is absent from work during his regular workweek because of such vacation, he shall be paid for such holiday.
 - 4) An employee on a four (4) day, ten (10) hour schedule will be paid ten (10) hours at the guarantee rate for the above named holidays 1-9. Good Friday will be paid at two (2) hours. Such payments will be made regardless of whether the holiday falls on a scheduled work day.

ARTICLE III

VACATIONS

- **Section 1.** Vacations are given for the purpose of providing rest and relaxation for employees who meet the following conditions, and it shall be compulsory for employees to take their vacation time off. For the purpose of computing vacation pay allowance, the employee's hiring date shall be considered his anniversary date. Vacation will be accrued one year and taken the next. Vacation pay will be calculated based on the technician's average hours for the past 4 weeks prior to the vacation date. Vacation pay cannot be less than the 33 hour guarantee.
- **Section 2.** All employees who have one (1) but less than three (3) years' seniority shall receive one (1) week of forty (40) hours' vacation pay at the rate in effect at the time of the taking of the vacation.
- **Section 3.** All employees who have three (3) but less than seven (7) years' seniority shall receive two (2) weeks of eighty (80) hours' vacation pay at the rate in effect at the time of the taking of the vacation.
- **Section 4.** All employees who have seven (7) years or more seniority shall receive three (3) weeks of one-hundred-and-twenty (120) hours' vacation pay at the rate in effect at the time of the taking of the vacation.
- **Section 5.** All employees who have fifteen (15) or more years' seniority shall receive four (4) weeks of one-hundred-and-sixty (160) hours' vacation pay at the rate in effect at the time of the taking of the vacation.
- **Section 6.** PRO-RATED VACATIONS All employees who leave their active employment due to layoff, sickness, discharge or quit (any question on discharged employee's vacation payment may be subject to grievance procedure) after serving their necessary period for vacation rights as set forth above, shall receive a pro-rated vacation payment in addition to their regular vacation pay. This additional payment shall be prorated at the rate of one-twelfth (1/12) of vacation pay for each additional month of service the employee has prior to his/her leaving the Company. This pro-rated vacation shall apply in accordance with the employee's vacation rights of one week, two weeks, three weeks or four weeks; that is, in the same proportion of one-twelfth (1/12) is to his/her earned vacation rights.
- **Section 7.** All vacation time earned must be taken by employees. Employees will receive vacation pay in lieu of vacation when actual time cannot be scheduled. Vacations can be scheduled into the next year only by mutual consent of the Union and the Company.

Each employee will receive his/her vacation check before starting on his/her earned vacation covering the number of weeks of vacation he/she is taking at that time.

Section 8. Any employee who shall enter the Uniformed Services of the United States shall receive, at the time of his/her leave for such service, proportional vacation pay. An employee returning from Military Service who received an honorable discharge and who reports for work in a timely manner as provided by law, shall thereafter receive vacation pay in accordance with his/her accumulated seniority at the time of such return. It is understood that vacation time shall not accumulate during such leave.

Section 9. In the event of the death of an employee who is entitled to vacation pay under the provisions hereof, such vacation pay shall be treated as wages due the decedent and paid in accordance with the provisions of the Wisconsin Statutes applicable to such wages.

Section 10. The vacation period shall start and end with the anniversary date of the employee's date of hire. The vacation of each qualified employee shall be set with due regard to his/her seniority (by classification) and the preference of the employee consistent with the efficient operation of the Company's business at a time mutually agreed upon between Company and employee.

Section 11. In the event a holiday falls within an employee's vacation period, he/she shall be granted either an additional day's pay or an additional day's vacation.

Section 12. The vacation of each qualified employee shall be set with due regard to his/her seniority and the preference of the employee consistent with the efficient operation of the Company's business. Vacations scheduled 30 days in advance will be considered locked in.

Section 12. The vacation of each qualified employee shall be set with due regard to his/her seniority and the preference of the employee consistent with the efficient operation of the Company's business. Starting in 2016, employees will request vacation by means of a survey in seniority order prior to March 1 for the following twelve (12) month period. Such vacation requests scheduled 30 days in advance made prior to March 1 and granted will be considered locked in. Vacation requests submitted after March 1 will be granted on a first come, first served basis. Such vacation requests will be acted on within one week of submission and be locked in when granted.

Section 13. PERSONAL LEAVE DAY – Employees that have been employed for one full year will receive three paid personal leave day each calendar year of the Agreement. Two days of paid personal leave may be taken on an emergency basis by calling in prior to the start of the shift. The following criteria will apply to a non-emergency day:

- 1. 30 days' prior notice.
- 2. Those with seniority have priority if conflict arises.
- 3. Management has final discretion.

ARTICLE IV

BASIC COMPANY RIGHTS

Section 1. The management of the business premises and direction of the working force, including the making and enforcing of reasonable rules to assure orderly and efficient operation, right to hire, discipline, suspend or discharge for just cause, to assign to jobs, to transfer employees, to increase or decrease the working force, to determine products to be handled, schedules and standards of work and methods, processes and means of work, is vested exclusively in the Company except where made subject to right of appeal through the grievance procedure of this Agreement; provided further that these rights shall not be used for the purpose of discrimination against any employee or to void any provisions of the Collective Bargaining Agreement. The afore-stated rights of management are not all-inclusive but indicate the type of matter of rights inherent to management.

Section 2. The Company shall convene with the members of the bargaining unit for a monthly meeting. This meeting will be a joint effort to promote good Company/employee relations, to discuss any problems relating to employee work performance and management techniques and to review the current educational materials provided monthly by the manufacturer.

This meeting shall take place for approximately one (1) hour on a workday designated by the Company. The Company shall compensate the employees at their regular rate of pay for time lost from work. Employees are encouraged to attend this meeting when it is held during their one half (1/2) hour lunch break.

The first one-half (1/2) hour will be used by the employees to review the current educational materials supplied monthly to the Company. The time remaining will be used to resolve any problems related to employee work performance, management techniques and to review any suggestions for improvement that would be mutually beneficial.

Section 3. – **Certification Tests** The Company will assume responsibility for the payment of the initial certification test in each category taken by the employee over the duration of the present contract. In the event that any employee is unable to pass these certification tests, the following conditions apply: The employee must pay for subsequent tests in that specific category, but they will be reimbursed by the Company if they pass the test; and

- 1. The employee shall not be disciplined by loss of seniority;
- 2. The employee's job classification shall not be changed;
- 3. The employee shall not receive a decrease in his/her hourly rate of pay.

ARTICLE V

SENIORITY

Section 1. An employee shall be hired on a one hundred twenty (120) day probationary period. If such employee is retained, his/her seniority commences on the first day he/she started to work for the Company or the Company's successor in the present place of employment.

Section 2. Seniority is the employee's length of continuous employment with the Company.

In the event of a layoff, probationary employees shall be laid off first.

If additional layoffs are necessary, they shall be according to seniority by classification. An employee so laid off from any classification shall have the right to replace a junior employee in another classification in his/her seniority group, provided he/she is qualified to perform the work.

When a layoff occurs, the Company will so arrange the reduction of force that those remaining will have at least forty (40) hours of work per week.

When it becomes necessary to again increase the hours of employment, employees working shall be permitted to work fulltime after which employees shall be recalled in the reverse order of layoff to take care of the surplus work available.

Section 3. Seniority shall not be broken through period of unemployment for twenty-four (24) months' duration or unjust discharge. The employee shall retain his/her seniority in cases of sickness, accident or medical leave as set forth above.

Section 4. In the case of a temporary layoff of not more than five (5) working days, the Company shall notify the employee of the layoff no later than sometime during the workday preceding the commencement thereof; and the first day of layoff shall be a full workday rather than a partial one. The notice shall also state the day of the employee's return to work, and such return shall be as of the beginning of a workday. The employee shall not be laid off on a temporary basis more than twice in any calendar month. If it becomes necessary to continue this for the second month, he/she shall be given an indefinite layoff.

Section 5. In the event of an indefinite layoff, the Company shall notify the Shop Steward three (3) working days in advance of the effective date thereof. Such notice shall be posted on the Shop Bulletin Board and shall remain posted thereon for a period of three (3) days.

Section 6. The employee shall have the privilege of working for another employer and will not forfeit his/her seniority rights or employment unless he/she refuses to return to work at the scheduled date of return in the case of temporary layoff or within seven (7) days after notice of recall in the case of an indefinite layoff. However, if he/she is physically unable to do so, he/she shall then be granted an extension for the period of his/her disability not to exceed twenty-four (24) months.

Section 7. No employee shall work regularly scheduled overtime during the layoff (and prior to the notice of recall) of another employee in his/her classification, but this provision shall not preclude the assignment of sporadic overtime work during layoff periods.

Section 8. The following groups are established for seniority purposes only:

Group 1

Journeyman Technicians

Group 2

Junior Technicians

A Junior Technician promoted from the ranks who attains Journeyman status under the three- (3) year program shall retain all his/her seniority for fringe benefits but only such amount of seniority as Journeyman as accrues to him/her as a result of such reclassification.

Group 3

Lubrication Technicians

Group 4

Trainee Technicians

A trainee technician will be the responsibility of the management team. Management and a shop union representative(s) will assign a designated mentor(s) journeyman technician to assist with the training needs of the trainee.

The trainee technician will be developed in the three stages below. A meeting between the trainee, shop union representative and management will be conducted to consult on determining when a trainee is ready to advance through the stages.

- 1. Stage 1: Assist mentor with performing work on vehicles where the mentor will be the primary technician and all billable hours associated with such repair will be assigned to the journeyman technician.
- 2. Stage 2: Assist mentor with performing work on vehicles where the trainee will be the primary technician under the supervision of the mentor and all billable hours associated with any such repair will be assigned to the journeyman technician.
- 3. Stage 3: The trainee performs work on vehicles with the journeyman available for consultation and review with all billable hours going to the trainee.

Trainee technicians will not be eligible for Stage 3 until the last three (3) months of training. When a trainee is advanced to the third stage, they shall begin their 120 day probationary period, become members of the union and be subject to all applicable provisions of the agreement. Upon advancement to Stage 3, their pay shall advance to the Junior Technicians rate. If such employee is retained, his/her seniority will commence as of the first day of advancement to the third stage. Trainees will not be retained upon completion of Stage 3 if any Junior or Journeyman Technicians are on layoff. There will be no more than two trainees on roll at any given time and the training period will be 24 months or less unless special circumstances arise.

Seniority shall be by classification within the groups as indicated.

Section 9. – Reasons for Loss of Seniority An employee shall lose his/her seniority for the following reasons:

- A. If he/she quits;
- B. If he/she is discharged and such discharge is not reversed by the grievance procedure;
- C. If he/she is indefinitely laid off and remains laid off for a period of more than twenty-four (24) months;
- D. If he/she is laid off and refuses or fails to return to work as specified in Section 6 above;
- E. If he/she is absent from employment for more than three (3) consecutive working days without permission from the Company. This shall not apply if the failure to report was entirely beyond the employee's control;
- F. If he/she engages in other regular employment during a leave of absence.

Section 10. Seniority of employees in the Armed Forces of the United States shall be governed by applicable Federal or State laws.

Section 11. Job openings on different shifts shall be posted to allow employees with proper qualifications and seniority first chance at the opening.

ARTICLE VI GRIEVANCE

PROCEDURE

- **Section 1.** There shall be a bargaining committee of the Union to represent the employees.
- **Section 2.** There shall be one Shop Steward for each shop of the Company.
- **Section 3.** It shall be the duty of the Shop Steward to handle any and all complaints or grievances of employees of his/her shop in the bargaining unit.

The Company shall notify the Shop Steward of any changes in supervisory personnel in the shop.

Section 4. – Grievances Grievances are considered controversies between the Company and the Union, or an employee or employees covered by this Agreement, which pertain to any complaints, disputes or differences regarding the interpretation or application of this Agreement.

The Company and the Union recognize the need for amicable and expeditious disposition of grievances. The Company and the Union oppose the use of threats, coercion and harassment. This is particularly true where such threats, coercion and harassment interfere with and impede the process of good faith bargaining. This section shall prohibit all discrimination against and interference with Union officers, committeepersons and stewards who are engaged in the investigation and processing of a grievance. Hereafter, all grievances shall be adjusted in accordance with the following procedure:

- **Step 1** An oral conference with the employee, the Shop Steward and the Service Manager or Company designated representative. If not settled within forty-eight (48) hours, the grievant shall forthwith submit a written grievance to the Company.
- <u>Step 2</u> Within five (5) regular workdays thereafter, the Local Union's Business Representative or the International Union's Representative, or both, and the Company's designated representatives shall meet to resolve the dispute.
- **Step 3** If there is no settlement in the second step within five (5) regular workdays, the Company shall forthwith submit a written denial of the grievance to the Union and the grievance then can be taken to arbitration.

After a grievance has been reduced to writing, as provided in Step 1, any settlement or agreement shall be in writing and signed by the parties.

A grievance which is not reduced to writing, as provided in Step 1, within thirty (30) days following the date that the employee knew or should have known of the act complained of, shall be waived and may not thereafter be processed through the grievance procedure or otherwise. In any event, the Company shall not be liable for back pay or any other loss or damage attributable to any period of time more than thirty (30) days prior to the date the grievance is reduced to writing.

Section 5. – Arbitration Written notice to arbitrate must be served upon the Company not more than ten (10) workdays from the date of the Union's receipt of the Company's final answer under Step 3 of the grievance procedure unless an extension of time limits has been requested in writing. Within ten (10) days, the Union will request the Federal Mediation and Conciliation Service (FMCS) to submit, at the Company's expense, a panel of seven (7) individuals who are members of the National Academy of Arbitrators. An Arbitrator shall be chosen by the parties by alternately striking (after a coin toss) names from the list submitted so that the last name remaining on the list will automatically be chosen Arbitrator. The Arbitrator selected shall be immediately notified so that a hearing date may be set for the earliest possible time. The Union and the Company shall both bear one-half (1/2) the cost of arbitration. It shall be the duty of the Arbitrator to render an award in thirty (30) days after conclusion of the hearing. Time limits for rendering decisions by Arbitrators may be extended as necessary from time to time.

Section 6. – Time Limitations Any time limitations may be extended by mutual agreement of the parties. A Shop Steward called by the Union and/or Company to discuss a grievance during his/her working hours shall be paid by the Company at his/her hourly rate of pay for time spent on such grievance.

Section 7. – Decision of the Arbitrator Decision of the Arbitrator shall be final and binding on all parties. It is understood, however, the Arbitrator shall not have the power to add to or to modify any of the terms or conditions of this Agreement. It is understood that, under the provisions of this grievance procedure, the Company shall have equal rights with that of the Union to raise matters and grievances and/or complaints.

ARTICLE VII

NO STRIKES - NO LOCKOUTS

Section 1. There shall be no lockout by the Company nor any strike, slowdown of operation or work stoppage by the Union until the above steps of the grievance procedure have been complied with.

Section 2. The Company will not discipline any employee covered by this Agreement for refusing to cross a lawful primary picket line or to otherwise enter the premises of a lawfully strike-bound plant.

ARTICLE VIII WORKING

CONDITIONS

Section 1. The Company agrees not to enter into any secret or individual agreement with any of its employees or representatives of the Union or bargain on any matters provided for in this Agreement to the extent that this section shall prohibit any individual bargaining.

Section 2.

- A. No department head shall be permitted to perform work or operations on any motor vehicle, which would deprive any Bargaining Unit member of work.
- B. One individual with a substantial investment in the business of the Company shall be exempt.
- C. Working Forepersons shall be members of the Local Union but will not have the power to hire or fire employees.

Section 3. – Competitive Shop No employee in the collective bargaining unit shall be permitted to engage in work that is competitive to the Company or to the membership of the Union except in the case of layoff. Any employee doing so may be disciplined on the first offense by a suspension of up to three (3) days and a maximum of discharge on the second offense falling within nine (9) months of the date of the first offense. This section should not be construed to mean that an employee may not work on his/her own automobile.

No employee shall purchase any parts at a discounted Employee Price and resell them. No employee may sell or take for personal use, any parts removed from any company owned or customer's vehicles.

Section 4. The International Representative may enter the repair or working areas of the Company during working hours for the purpose of carrying out the terms of this Agreement; provided, however, that he/she shall notify the Company of his/her presence and he/she shall not interfere with the performance of work by the employees.

Section 5. – Leave of Absence Any member of the Union being elected to a permanent office or as a delegate to any Union convention necessitating a temporary leave of absence shall be granted such leave and at the end of the term or at the end of such leave shall be reemployed according to his/her seniority. No more than one (1) employee shall be granted leave as a permanent officer at any one time. The period of leave shall not exceed three (3) weeks of delegates. Any member requesting such leave shall inform the Company at least two (2) working weeks prior to his/her leave.

A leave of absence may be granted for personal reasons for a period not to exceed thirty (30) days upon application of the employee to and approval by the Company. Such leaves of absence shall not be renewed, and seniority will accumulate during the leave. The Union shall be notified by the Company sending it a copy of the written leave of absence.

Section 6. – Union Officers' Time Off Union Officers and Committee Members shall be permitted to take time off for Union business upon request with consent of the Company. The Business Agent shall be permitted to take time off for Union business upon request.

Section 7. - Union Shop Card the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Local 72 shall furnish the Company with the recognized Union Shop Card for display in their shop. The Card, however, shall remain the property of the Union and may be removed upon violation of any of the provisions of this Agreement pertaining to this class of work.

Section 8. – Health & Safety The Company will maintain throughout its premises as high a standard of housekeeping, physical working conditions, lighting, heating, ventilation, sanitation and mechanical protection against hazards as is practical and as is required by State and Federal Industrial Codes. The Union shall actively support the health, housekeeping and safety programs. The Company shall furnish lockers for each employee and have adequate lunch facilities, including bench and table.

Section 9. – Illness In the event an employee is ill or is absent for any cause or reason, he/she, their spouse or a member of his/her family shall notify his/her Foreperson of such illness or absence, prior to the start of their shift, during the first day of his/her absence and said Foreperson shall be given all particulars concerning said illness or the cause or reason of said absence. If the employee shall fail to abide by this provision three (3) or more times within a period of nine (9) consecutive months, the Company may consider the employee to be an irresponsible employee and not the type of individual necessary in the operation of the Company's business and, therefore, the Company may discharge him/her.

Section 10. – Injury on the Job In case of injury incurred on the job to an employee which requires the attention of a physician, the employee shall be paid his/her regular rate for time spent in receiving outside medical attention up to four (4) hours per day. Any additional payment for lost time due to injury on the job would be made at the discretion of the Company.

Section 11 – Employee Travel When duties require an employee to leave the Company's place of business to provide services to a customer, the employee shall be paid his/her necessary travel expenses and his/her regular wages.

Section 12. If the employee is sent to school by the Company, he/she shall be paid his/her regular rate of pay for ten (10) hours in which the employee would have normally worked if not for attending school. Employees using their personal vehicles for out-of-town travel associated with approved schooling will be paid at the following rate from the plant to that destination: IRS Standard Mileage Rate

The company may at its option provide an insured vehicle and gasoline and require its use.

Section 13. – Privileges

- A. Employees at no time may place or have their own automobiles in the garage of the Company nor may they, at any time, work on their own automobile in said garage unless given permission to do so by the Company or a representative designated by the Company for this purpose, whose name shall be posted on the bulletin board.
- B. There shall be a rest period in the morning and in the afternoon on each day for a period of fifteen (15) minutes each. The Company may designate the time or times for rest periods if they so desire; and if they do designate a time, it must be the same time for the entire week and must be in the middle of the work period in the morning and afternoon.
- C. There shall be a wash-up period of five (5) minutes immediately preceding the end of the work period.

Section 14. – Notice of Intent to Leave Employment All employees shall provide the Company with two (2) weeks' notice prior to quitting employment, whenever possible.

Section 15. No work, which can be performed efficiently by the Company, will be subcontracted if any employee with seniority in the classification within which such work falls is on layoff. In addition, no unit work will be subcontracted unless the Company has first ascertained that the work to be subcontracted cannot timely be performed by the Union employees of the Company.

Section 16. No employees shall be permitted to work in excess of sixteen (16) hours in any continuous twenty-four (24) hour period.

Section 17. Non-bargaining unit employees may not perform work usually performed by bargaining unit employees.

Section 18. – Coveralls/Uniforms The Company will supply each employee with eleven (11) upgraded uniforms as soon as possible effective with the ratification of the 2015-2018 contact. The type of uniform will be left to the discretion of the Company; the number is to cover the workweek. Such uniforms will be replaced by the Company as necessary, but no uniform will be replaced earlier than twenty-four (24) months following the date it was supplied. The Company shall be responsible for the laundering of coveralls/uniforms.

ARTICLE IX

HOURLY RATES OF PAY & INCENTIVE PROGRAM

Employees may be upgraded from one classification to another from time to time on the basis of skill and ability.

The following wage rates shall be paid to employees hired into the bargaining unit or promoted effective April 19th, 2021:

| Years | Classification | Hourly Rate | |
|-------------------------------|--|-------------------------------|-------------------------------|
| 4/19/21 4/18/22 4/17/23 | Journeyman Technicians Journeyman Technicians Journeyman Technicians | \$38.00 \$39.00 \$40.00 | |
| Years | Classification | | Hourly Rate |
| <u>4/19/21</u> | Lube Technicians Junior Technicians Trainee | | \$13.90 \$23.25 \$12.10 |
| <u>4/18/22</u> | Lube Technicians Junior Technicians Trainee | | \$14.00 \$23.50 \$12.10 |
| <u>4/17/23</u> | Lube Technicians Junior Technicians Trainee | | \$14.10 \$23.75 \$12.10 |

Junior Technicians are compensated at 62.5% of the Journeyman rate and progress through the review system. Junior Technicians currently in the system shall have their current pay adjusted accordingly.

Base rates for Journeyman Technicians shall be established at \$38.00 in year 1, \$39.00 in year 2 and \$40.00 in year 3 per hour for flat rate hour or \$1254.00 in year 1, \$1287.00 in year 2 and \$1320.00 in year 3 per week based on a 33 hour guarantee effective April 19 2021. The 33-hour guarantee will be available at employee option for 30 weeks each contract year.

Weekly Productivity Bonus Plan

| | Effective April 19, 2021 |
|---|-----------------------------|
| | 38 booked hours+\$3.00 hour |
| | 40 booked hours+\$4.00 hour |
| | 42 booked hours+\$5.00 hour |
| 1 | |

When a bonus level is attained the bonus will be applied back to hour one. The hours needed to attain the bonus level will be adjusted for contractually paid time off and absences due to illness or injury with proper notification.

Section 2. All employees shall be paid weekly during working hours on Friday.

Section 3. All employees must punch the time clock before and after completing each workday and in and out at lunchtime.

Section 4. If an employee works in a higher-rated job classification for any part of the day, he/she shall receive the higher rate of pay for the time worked.

If an employee works in a lower-rated job classification for less than a full day, he/she shall receive the rate of his/her regular classification for the time worked.

Section 5. A Junior technician hired or promoted into the bargaining unit on or after April 18, 2012, shall have a review by a board composed of 1) service manager, 2) employer representation, 3) shop steward and 4) a union appointee. This review shall be conducted at the end of his six-month probationary period and at six-month intervals thereafter. A Junior Technician shall receive a \$.50 per hour base rate progression increase at six-month intervals for three years in addition to any negotiated percentage wage increases. The joint review board may mutually agree to suspend the base rate progression if the junior tech is not making satisfactory progress and is not completing required training and certification. The progression will be resumed when the review board mutually agrees that satisfactory progress is being made. Any present employee chosen for a Junior Technician and does not fulfill his probationary period, shall be returned to his/her previous job. Junior technicians may be selected on a ratio of not more than 40% of the total count of technicians working, not including counting lube techs.

Current junior techs will be first considered when an opening for a Journeyman Tech occurs. An assessment of the readiness to move up a classification shall be made by analyzing skill level, training, certification and seniority.

Section 6. – Lube Tech The following list of services are agreed upon to be performed by Lube Technicians:

Lube, Oil and Filter

Tire Rotation

Brake inspection and measurement

Customer Vehicle Inspection

Air Filter inspection and replacement

Vehicle Bulb Inspection and replacement

Battery Service, testing and replacement

Building Maintenance

Nitrogen Service

Tires and Tire Repairs

Accessories

Software flashes/recalls/service actions – Level 0 & Level 1 only

Environmental Protection Products (i.e. rustproofing, sound shield)

With letter of understanding with mutual agreeable language.

ARTICLE X

RETIREMENT

Employees are eligible to participate in the Palmen Motors, Inc. 401K Profit Sharing Plan & Trust and receive the discretionary match subject to the terms and conditions of the Plan.

The Company will pay the following amounts per week to each employee, upon completion of 120 days of employment for retirement planning purposes effective the first pay period following the dates below:

Effective April 19, 2021 \$130

ARTICLE XI

INSURANCE

For employees hired prior to April 19, 2021:

The Company agrees that, upon completion of thirty- (30) days' service by an employee, such employee shall be covered by the health insurance program of their choosing; Plan1, Plan2, or Plan 3 (Plan 1) which shall maintain the same plan design and benefit levels in effect at the time of ratification.

For employees who choose Plan 1, the Company will establish a Health Reimbursement Arrangement (HRA) to reduce the employee portion of the Annual Deductible under the plan to \$750 for single coverage and to reduce the employee portion of the Annual Deductible under the plan to \$1500 for Employee +1 and family coverage by reimbursement, with \$250 of the \$1500 reimbursable for a 2nd person by Palmen

Motors. The Company will also reimburse for charges above \$25 for an office visit, except in instances where there should be no charge; for example, annual physicals covered by the ACA, and whenever an individual has met the deductible and/or out of pocket max of their plan, in such cases there should be no charge.

Section 1. Insurance for employees is to be paid for by the Company with the following weekly employee contributions through the term of the Agreement:

| Year 1 April 19, 2021 - April 19, 2022 | | |
|--|--------------|-------------|
| Plan 1 | Plan 2 | Plan 3 |
| S- <u>\$75</u> | <u>\$50</u> | <u>\$45</u> |
| E+1 - <u>\$105</u> | <u>\$80</u> | <u>\$70</u> |
| F- <u>\$115</u> | <u>\$95</u> | <u>\$80</u> |
| Year 2 April 19, 2022 – April 19, 2023 | | |
| Plan 1 | Plan 2 | Plan 3 |
| S- <u>\$75</u> | <u>\$55</u> | <u>\$50</u> |
| E+1 - <u>\$110</u> | <u>\$85</u> | <u>\$75</u> |
| F- <u>\$120</u> | <u>\$100</u> | <u>\$85</u> |
| Year 3 April 19, 2023 – April 19, 2024 | | |
| Plan 1 | Plan 2 | Plan 3 |
| S- <u>\$75</u> | <u>\$60</u> | <u>\$55</u> |
| E+1 - <u>\$115</u> | <u>\$90</u> | <u>\$80</u> |
| F- <u>\$125</u> | <u>\$105</u> | <u>\$90</u> |

For employees hired on or after April 19, 2021:

The Company agrees that, upon completion of thirty- (30) days' service by an employee, such employee shall be covered by the health insurance program of their choosing Plan1, Plan 2, or Plan 3, For employees hired after April 19, 2021 they would pay 50% of the cost for plans 1, 2, and 3 through the term of the Agreement.

Summaries of Plan 1 Plan 2, and Plan 3 are hereby incorporated and included as an addendum to this agreement. All employees will be required to participate in the Company Wellness Program.

It is agreed that three (3) members of the Company and three (3) members of the Union shall meet to review future insurance benefits and any changes to state or federal law that may have an impact. Any changes to the established benefits shall be mutually agreed to by both parties.

Section 2. – United Health & Life Insurance Company for Life, AD&D and Disability weekly income will be forthwith listed in the Agreement between the Company and the Union. In addition, the Schedule of Benefits for all full-time employees shall be paid at the regular monthly rates of: Life -\$100,000 Life Insurance, Maximum; AD&D. \$100,000 AD&D, Maximum; and Disability Income – Weekly Disability Income sixty-six percent (66%) of weekly earnings or maximum of \$950, based on 40 hours. The Life Insurance and AD&D benefit will be reduced by 65% on attainment of age 65.

ARTICLE XII

FUNERAL

Whenever a death occurs in the immediate family of an employee, that employee shall be allowed leave of absence for three (3) workdays for the purpose of attending the funeral and burial of the deceased and shall suffer no loss of pay. The immediate family is: brother, sister, father-in-law, mother-in-law and grandparent.

Whenever a death occurs in the most immediate family of an employee, that employee shall be allowed leave of absence for four (4) workdays for the purpose of attending the funeral and burial of the deceased and shall suffer no loss of pay. The most immediate family is: Father/stepfather, mother/stepmother, husband, wife, children/stepchildren.

ARTICLE XIII TERMINATION – EMERGENCY REOPENING PROVISIONS

In the event the United States shall declare war or there is a lawful imposition of economic controls during the life of this Agreement, either party to this Agreement may reopen the same, upon sixty- (60) days' written notice, and request negotiation on matters dealing with wages and working conditions.

Upon the failure of the parties to agree in such negotiations, either party may be permitted all lawful economic recourse to support their request for revisions.

If Governmental approval of revisions should become necessary, all parties will cooperate to the utmost to attain such approval.

The parties agree that the notice provided herein shall be accepted by all parties as compliance with the notice requirements of applicable laws so as to permit action at the expiration thereof.

This Agreement shall become effective as of <u>April 19, 2021</u>, and remain in effect through <u>April 18th,2024</u> and from year to year thereafter, unless sixty (60) days prior to the expiration date notice is given, in writing, by either party indicating a desire to modify or terminate the same.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals with authority so to do.

Dated at Kenosha, Wisconsin, this 19th day of April, 2021

PALMEN MOTORS INC. &
PALMEN ENTERPRISES INC.

By: Andy Palmen, President

By: Giacomino Ruffolo General Manager

By: Alex Kosterman, Barg. Comm

By: Clint Turner, Barg. Comm.

By: Anthony Rainey, International

Rep.

LETTER OF UNDERSTANDING

on

CONTINUOUS IMPROVEMENT

During the 2001 Negotiations, the parties had extensive discussions regarding the need to increase the overall efficiency and productivity of the service department. The parties also discussed a number of initiatives that will be used to effectively and efficiently achieve this goal; i.e., providing for the fair and equitable distribution of work among technicians, providing for the availability of proper tools and equipment for the technicians' use and fair and equitable access to training aimed at upgrading and maximizing individual skill and ability.

The parties agree that the purpose and intent of any evaluation tool is not to intimidate, terminate or reclassify technicians; rather it is to aid and assist technicians in realizing their maximum skill and earning potential through on-the-job training, ASE Certifications and testing, outside classroom instruction and schooling and personal effort.

Progressive Disciplinary Action

The parties agree that under normal conditions, physically capable Journeyman Technicians are expected to consistently perform at a productivity rate befitting their status. Any Journeyman Technician failing to average 90% of the shop average over any consecutive (4) four week period will be subject to the Progressive Disciplinary Action procedure. The productivity rate will be pro-rated to account for time off.

Step 1. Verbal Reprimand

Employee to meet with Service Manager and Shop Steward to discuss lack of productivity over the last four weeks and agree on a plan to improve. Meeting notes to be documented in employee file.

Step 2. Written Warning

Employee to meet with Service Manager and Shop Steward to formally document employee's lack of productivity. Formal write-up to be placed in employee file.

Step 3. Five Working Day (40 hour) Suspension

Employee to meet with Service Manager and Shop Steward. Employee to receive five (5) working day (40 hour) suspension without pay.

Step 4. Ten Working Day (80 hour) Suspension

Employee to meet with Service Manager and Shop Steward. Employee to receive ten (10) working day (80 hour) suspension without pay.

Step 5. Termination

Employee to meet with Service Manager and Shop Steward. Employee to be terminated.

Clean Slate Provisions

The four (4) week average clock will reset after each step. This allows the employee to work on productivity issues without any past poor performance hurting them.

An employee will start over in the procedure by averaging 90% of the average or better for consecutive four week periods as follows:

- Verbal warning- one period of four (4) weeks
- Written warning-two periods of four (4) weeks
- Four Day Suspension-three periods of four (4) weeks
- Eight Day Suspension-four periods of four (4) weeks

An employee at Step 4 of the procedure will move back one step in the procedure by averaging 90% of the average or better for one consecutive four (4) week period.

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Memorandum of Understanding

Training and Certification Requirements

It is a requirement for every technician to complete proper training and certification as required by the automobile manufacturer and their employer. To allow for fair and equitable work distribution, Chrysler technicians must be certified at a minimum of Level 3, with a goal to be level 4, in all areas except for specialty areas. (Example: transmission and diesel). KIA technicians must complete training levels as scheduled..

It is the responsibility of the employer to develop reasonable training goals and timeframes with each technician. The employer also is responsible to assist in the scheduling of training and devoting needed resources to allow technician adequate opportunity to achieve their goal.

Each technician shall meet with a company representative yearly to lay out their training plan and objectives. These plans shall be reviewed at a minimum quarterly or more often as needed. The reasonability of these plans is subject to the grievance process.

Training default:

Any technician who fails to complete his training goals as laid out in an agreed upon timeframe or who doesn't complete classes within 30 days of their launch date or by the manufacturer's deadline, whichever occurs first will be considered in training default until such time as they have remedied the deficiency. Technician will not be able to collect guarantee wages and will also not qualify for any productivity bonuses during this timeframe. A technician will also be considered in default by missing scheduled training classes (no-shows) without management approval or by not completing live training post tests in required time frame. By curing the deficiency, technician will resume normal pay and guarantee status. In situations where a technician cannot cure a deficiency in a timely manner, where the deficiency is not due to circumstances out of his/her control (training not available or shop staffing issues), they will be assessed the training default penalty for a maximum of 60 days.

Memorandum of Understanding

Day after Thanksgiving

During the 2021 negotiations, the parties had extensive discussions regarding the company's desire to provide customer service on the Day After Thanksgiving which is a recognized holiday under the collective bargaining agreement.

The parties hereby agree that in the event the Company decides to schedule work on the Day After Thanksgiving the Techs will work on a voluntary basis only. Volunteers will be selected in order of seniority.

Starting the day after Labor Day, a signup sheet will be posted in both the Motors and Kia dealerships. From Labor Day until November 1st, volunteers can sign up to work the Day After Thanksgiving. If after November 1st there are insufficient technicians signed up, a total of no less than 6 Motors technicians and no less than 2 Kia technicians may be required to work that day. Technicians will be chosen based off of seniority.

For the purpose of the Day After Thanksgiving scheduling arrangements, "technicians" shall be defined as any combination of Journeyman and Junior Technicians, in order of seniority.

If there are insufficient volunteers from the Lube Tech classification only, low seniority will be forced to work.

Those employees who work on the Day After Thanksgiving will receive the same amount of holiday pay (8 hours) as they would normally. In addition, those employees who work will be paid for the number of hours scheduled (8) or, in the case of Techs, the number of hours booked whichever is greater.

Employees who work the Day After Thanksgiving will be allowed to schedule an alternate day off without pay within one year, subject to the contractual provisions concerning non-emergency personal days.

Letter of Understanding

Progressive Disciplinary Action & The Guarantee

The parties hereby agree that no employee will be subject to discipline under the Progressive Disciplinary Action procedure for any consecutive (4) four week period in which their average is at the guarantee rate (33 hours) or above.

Palmen Motors-UAW Local 72

Drug and Alcohol Policy

The parties hereby agree that employees may be tested for the presence of unlawful drugs or alcohol under the following circumstances:

Post-Accident Testing: Employees will be tested when they cause an accident in which an employee receives outside medical treatment or which results in damage to a customer or company vehicle requiring repair.

Reasonable Suspicion Testing: Employees will be tested when there is a reasonable basis for suspecting that the employee may have unlawful drugs or alcohol present in their system.

Retesting: Employees have the right to require that a confirmed positive sample be retested.

Testing for drugs will be done by urinalysis and conducted by a certified laboratory.

Testing for alcohol will be done by a third party individual certified in the use of a breathalyzer device. "Under the influence" will be presumed at the same level as used by the State of Wisconsin for driving offenses.

Employees who test positive will be subject to progressive discipline as follows:

Written Warning and balance of shift time off without pay

One week time off penalty without pay

Discharge

Failure to submit to post accident or reasonable suspicion testing will result in discharge.

Selling alcohol or drugs on company property will subject an employee to discharge.

Any employee who has a confirmed positive test shall be given the opportunity to enter the Employee Assistance Program (EAP) and will have their discipline held in abeyance so long as he or she participates in any treatment program recommended by the EAP.

Any employee who voluntarily seeks treatment in a drug and alcohol program outside of this policy who subsequently tests positive under this Policy will not have such voluntary treatment count as a positive test under this Policy.

Letter of Understanding-Driver's License

During the **2021** negotiations, the parties discussed the issues that arise when an employee loses his/her driver's license.

In an effort to address these issues, the parties agree to the following:

- An employee who loses his/her driver's license will be allowed to continue working for two months.
- If at the end of the two month period, the employee has not had his/her license restored, said employee will be placed on layoff. Palmen Motors will not contest eligibility for Unemployment Compensation,
- Notwithstanding the provisions of Article V, Section 9, an employee laid off under these provisions shall lose his/her seniority after one year on such a layoff.
- Employee must notify employer immediately, within 7 business days, if his/her driver's license has been suspended, revoked, seized, and/or if driving privileges are otherwise inhibited.

Letter of Understanding

New Brand Dedicated Service Building

During the 2015 negotiations, the union raised concerns regarding the potential addition of a new brand dedicated service building/area during the term of the agreement and the impact such an addition would have on the earnings of employees assigned to such a building.

In the event a new brand dedicated service building/area is established, the parties will meet and discuss any issues that arise regarding the earnings of employees so assigned. The Company will do everything practicable to provide equitable earnings opportunities for all employees.

Letter of Understanding

Lube Techs performing:

Software flashes/recalls/service actions - Level 0 and Level 1 Environmental Protection Products (i.e. rustproofing, sound shield)

The parties hereby agree that Lube Techs will be permitted to perform Software flashes/recalls/service actions - Level 0 and Level 1 and Environmental Protection Products, (i.e. rustproofing, sound shield) once approval is obtained from a Union official who is on site; or in the case where no union official is on site, the union shall have provided for a designee to be available. The approval must be obtained by the Dispatcher and shall not be unreasonably denied by the Union. The intent is to ensure that Journeymen and Junior Technicians are fully utilized.

| JOHNSON INSURANCE: New union 4-19-21 | MEDICAL BENEFIT SUMMARY Palmen Motors 2021 | | | | | |
|---|---|--|---|----------------------|---|------------------------|
| hired after Single Emp + 1 | Plan 1 United Health Care \$75.00 \$145.00 | | Plan 2 United Health Care \$67.00 \$134.00 | | Plan 3 United Health Care \$61.00 \$122.00 | |
| Family | \$190 | | \$178.00 | | \$167.00 POS/PPO | |
| Provider Network | In-Network | IPPO Out-of- Network | POS/PPO In-Network | Out-of- Network | In-Network | Out-of- Network |
| Deductible Single | | Deducible \$12,000 | Embedded Ded \$6,500 | uctible \$12,000 | Embedded \$6,500 | Deductible \$12,000 |
| AFTER HRA Reimb. by Palmen | \$6,500 \$750 | \$12,000 | \$8,500 \$3.750 First \$750 then last \$3,000 | \$12,000 | \$6,500 <u>\$6,500</u> | \$12,000 |
| Family AFTER HRA Reimb. by Palmen | \$13,000 \$1.500 | \$31,600 \$31,600 | \$13,000 \$7.500 First \$1500, then last \$6,000 | \$31,600 \$31,600 | \$13,000 <u>\$13,000</u> | \$31,600 \$31,600 |
| Coinsurance | 80% | 60% | 80% | 60% | 80% | 60% |
| Out-of-Pocket Ma x <i>(Includes Beductible)</i> Single Family | \$8,150 \$16,300 | \$16,300 \$32,600 | \$8,150 | \$16,300 \$32,600 | \$8,150 \$16,300 | \$16,300 \$32,600 |
| Office Visits | Ded/Coins | Ded/Coins | Ded/Coins | Ded/Coins | Ded/Coins | Ded/Coins |
| Routine/Preventive Care | 100% | Ded/Coins | 100% | Ded/Coins | 100% | Ded/Coins |
| Inpatient Hospital Services | Ded/Coins | Ded/Coins | Ded/Coins | Ded/Coins | Ded/Coins | Ded/Coins |
| Emergency Room | Ded/Coins | Ded/Coins | Ded/Coins | Ded/Coins | Ded/Coins | Ded/Coins |
| Prescription Drugs Tier 1 Tier 2 Tier 3 Tier 4 | \$ \$ N | 10 35 70 JA | \$10 \$35 \$70 NA | | \$ \$ N | 10 35 70 IA |
| Rz Deductible AFTER HRA Reimb. by Palmen Note: While every effort has been taken to accurat | | / \$500 0 er's various coverages | \$250 / \$500 \$0 | | \$250 / \$500 \$250 / \$500 le. In case of any discrepancy between this | |

certificates and master contracts are more detailed than actual carrier product or brochures or carrier illustrations or this summary. legal documents used for the determination of benefits and are the documents you must rely on in considering these alternatives.

| | Plan 1 | Plan 2 | Plan 3 |
|--|--------------------|--------------------|--------------------|
| | United Health Care | United Health Care | United Health Care |
| Please Sign Below the Plan you Elect: | × | × | × |