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*check w/ Pete if he has
an answer from Barry.*
R. Barry Morris
Director, Labor Relations

*after meeting notice
Fri on Monday*

May 17, 2011

John Eblin
International Representative
UAW Heavy Truck Department
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

TDTC Phasedown Agreement Clarification

Dear John,

The parties have agreed to the following clarification of the 2010 TDTC Phasedown Agreement (the "Agreement"):

- A. In Paragraph 3 of the Agreement, add the following as the second-to-last sentence: "In addition, layoff-impacted employees may bump contractors performing bargaining unit work where the employees can fulfill the minimum requirements and have a historically-proven capability to perform the job that is reflected in Company records." In no case should any non-represented employees perform exclusive Bargaining Unit work in Sub-units where UAW employees are on lay-off. Contractors may perform bargaining unit type work in such sub-unit only after determining that those laid-off U.A.W. employees were not capable of performing such work. As emphasized in Section IV, Reduction In Force, Item 3 of the M.O.A. "Additionally, on a case-by-case basis, the Union and Company may mutually agree to set aside the above restrictions in Section IV, 2 in order to maximize the benefit to the Company and affected bargaining unit employees."
- B. In Paragraph 4 of the Agreement, change the date in the second sentence from January 1, 2012, to June 30, 2012.
- C. In Paragraphs 7 and 8 of the Agreement, any reference to retention bonus will be considered a performance bonus. The Initial Performance Bonus will be paid on or about ~~May 30~~, *Jun 17* 2011, and the Second Performance Bonus will be paid before the employee's Qualification Date, subject to all other terms and conditions in the Agreement.

D. In Paragraph 11 of the Agreement, modify the second sentence to read as follows: "If selected, the employee will be paid \$15,000 for relocation expenses, or in lieu of this \$15,000 payment may elect instead the relocation package offered under the current corporate policy for the position for which they are selected."

For The Company

For The International Union

For Local Union 2911

(Date)

(Date)