

K#: 9219

UAW / GM LOCAL AGREEMENT

BETWEEN
GENERAL MOTORS CORPORATION
DIE ENGINEERING SERVICE

AND

LOCAL 653, UAW
DIE DESIGN UNIT

MARCH 8, 2004

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SETTLEMENT AGREEMENT

Memorandum of Agreement entered into this 8th day of March 2004, between General Motors Corporation, Die Engineering Services, and Local 653, UAW. The parties hereto have reached an agreement on certain local agreement and have resolved other issues, which were the subject of discussions. Resolution of these matters has been reached in light of and based upon, conditions and circumstances existing at the present time.

Prior local agreement, local demand settlements, local understandings and grievance settlement that are not in conflict or made obsolete by these negotiations are continued in effect. Such local settlements amended or modified during these negotiations are continued as amended or modified.

It is understood that the new Local Seniority Agreement, the Paragraph (71) - Administrative Rules, the Local Wage Agreement and the Local Shift Preference Agreement will each be placed in effect in accordance with its terms when notice of ratification is delivered to Local Management, subject to the approval of the Corporation and the International Union. These settlements resolve all issues in dispute between the parties. In witness whereof, the parties have caused their names to be subscribed by their dully authorized representatives the day and year above written.

Local Union 653
Die Engineering Services

Die Engineering Services

Ken Johnson
M. Fentner
G. Hargis
R. Harmon

D. Grieshaber
L. Welch
P. Hodgdon

Approved:
International Union
UAW

Approved:
General Motors
Corporation

Dated: _____

Dated: _____

**LOCAL LIVING AGREEMENT
BETWEEN
DIE ENGINEERING SERVICES
AND LOCAL 653
UNITED AUTOMOBILE WORKERS**

The parties recognize that issues and concerns are best resolved in an atmosphere of trust and mutual respect on a continuing basis. The future success of our employees and Die Engineering Services is dependent upon an environment of jointly working together to achieve common goals. Accordingly, the parties agree that the Local Agreement, to include the Local Seniority Agreement, Paragraph (71) - Administrative Rules, Local Wage Agreement, and the Local Shift Preference Agreement, once ratified, will remain in effect and in full force unless modified by the parties. Furthermore, the parties agree that those settlements reached by the parties during the 2003 Local Negotiations, as well as the C-P-C Die Design Appeal Cases R-1, R-2, R-3, U-2, and U-3, dated January 30, 1986, will remain in effect and in full force as well as the present day operating procedures and policies. In this regard, any changes relative to said procedures and/or policies will be promptly reviewed by the parties and resolved pursuant to the appropriate provisions contained herein. The parties are specifically empowered to make mutually satisfactory modification, additions, or deletions to the Agreement which are in line with the philosophy, mission, and goals of the Die Engineering Services on an ongoing basis.

Thereafter, if either party desires to cancel, modify or change this Agreement, it shall give notice to the other party, listing the provision(s) the party wishes to modify or cancel and briefly describe any new provisions it may wish to negotiate. Within ten (10) working days after receipt of notice to modify the Agreement, a conference will be arranged to resolve the issues utilizing a problem solving approach and negotiation if needed.

If neither party gives notice to terminate or change this Agreement as provided above, it shall continue in effect.

The parties to this Agreement are in accord that none of the terms agreed upon can in any way conflict with the provisions of the current or

future National Agreements between General Motors Corporation and the International Union, UAW, or with any supplements to the National Agreement.

This agreement is subject to written ratification by the Local Union to be given to the Local Management no later than the 8th day of March 2004. After such notice of ratification is received from the Local Union by Management, this Agreement will be effective as provided for herein upon approval of the General Motors Corporation and the International Union, UAW.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 8th day of March 2004.

Local Union 653
Die Engineering Services
K. Johnson
M. Fentner
G. Hargis
R. Harmon

Die Engineering Services
D. Grieshaber
L. Welch
P. Hodgdon

Approved:
International Union
UAW

Approved:
General Motors
Corporation

Dated: _____

Dated: _____

DIE ENGINEERING SERVICES LOCAL SENIORITY AGREEMENT

Agreement entered into this 8th day of March 2004, between General Motors Corporation, Die Engineering Services and Local No. 653, UAW.

This Agreement supersedes and cancels Local Agreement dated March 6, 2000, between Die Management Group, General Motors Corporation, Die Engineering Services, and Local No. 653, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and all supplements and additions thereto.

1. It is agreed between the parties that seniority shall be by non-interchangeable occupational groups. It is further agreed that the attached non-interchangeable occupational seniority groupings shall become part of this Agreement. Revisions of these groupings which may become necessary from time to time, resulting from changes in method or policy, will be negotiated between the parties to the Agreement.
 2. An employee may acquire seniority as provided in the National Agreement between General Motors Corporation and the International Union, UAW. When an employee acquires seniority, their name shall be placed on the seniority list of the non-interchangeable occupational group to which the employee is regularly assigned on the date seniority is acquired.
 3. For purposes of layoff or rehire, non-interchangeable occupational groups 1, 2 and 3 shall be considered a single non-interchangeable occupational group and non-interchangeable occupational group 4 shall be considered as a single non-interchangeable occupational group.
 4. In the event of a permanent layoff, employees will be laid off in line with their seniority, beginning with those employees with the least seniority. Employees will be recalled in line with their seniority, beginning with the employees on layoff with the greatest seniority.
- 4A. When two or more employees have the same skilled trades seniority date in a skilled non-interchangeable occupational group, their layoff shall be determined by the following:
- (1) Unbroken Die Design Plant Seniority date.
 - (2) Unbroken OGM Seniority date.

- (3) If their OGM Seniority date is equal and they are in the same non-interchangeable occupational group, it is mutually agreed that in the application of Paragraph No. 4 above, they shall be laid off as follows:

As it relates to layoffs, seniority lists will be followed from A (high seniority) to Z (low seniority) in even years and Z (high seniority) to A (low seniority) in odd years.

When their seniority dates are equal and they are in the same non-interchangeable occupational group, and if both employees have the same name, the employee's age shall be the determining factor. The oldest employees shall exercise their rights in the odd years and the youngest employees in the even years.

This Memorandum of Understanding also applies to Paragraph 3C. of the Local Shift Preference Agreement and the applicable Seniority provisions of Paragraph 202(h) of the National Agreement.

5. When layoffs of skilled employees for ten (10) or more working days' duration occur between-model-year tooling programs, journeypersons and employees-in-training seniority with at least one year's seniority may make written application, during a period designated by Management prior to the effective date of layoff, stating their desire to work during the period of layoff when work in their respective non-interchangeable occupational group decreases.

After all Employees-in-Training (E.I.T.) and all Journeypersons and Employees-in-Training Seniority (E.I.T.S.) with less than one year's seniority are laid off, the applicants with the longest seniority within their respective non-interchangeable occupational seniority group will be retained. If there is not sufficient manpower to perform the anticipated work from those employees who have made application to work, the employees with the least seniority who have not made application will be retained. It is understood that employees not fully capable of doing the work will not be retained to replace employees who have not filed applications to work.

Employees who are laid off in line with these provisions will be recalled to work to fill openings in their regular non-interchangeable occupational group in the following order:

- (A) Employees with more than one (1) year's seniority as of the date of their layoff beginning with the employee with the least seniority and ending with the employee with the most seniority.
- (B) Employees with less than one (1) year's seniority as of the date of their layoff beginning with the employee with the most seniority and ending with the employee with the least seniority.

If at the conclusion of the between-model-year tooling program layoff fewer employees are needed, Management will recall longer seniority employees still laid off and thereafter reduce the work force as provided in Paragraph Nos. 3 and 4 of this Agreement.

If the between-model-year tooling program layoff exceeds four (4) months, a seniority adjustment will be made on the first Monday following the four (4) month period. Accordingly, longer seniority employees will be returned to work in line with their seniority in accordance with the provisions of Paragraphs Nos. 3 and 4 of this Agreement.

These provisions will not be cited or relied upon by an employee or the Union as the basis of back pay or other claims of liability against the Corporation nor will these provisions in any way restrict Management's right to job assignment of those employees working during periods of layoff.

In the event the Union desires to eliminate this Paragraph No. 5 from this Agreement, written notice signed by the Chairperson of the Shop Committee shall be delivered to Management within fourteen (14) calendar days after receipt of such written notification, the permanent layoff and recall provisions of this Agreement will then be in effect.

- 6. In the interest of efficient operations, employees may be temporarily assigned to perform work in another non-interchangeable occupational group within the bargaining unit for a period not to exceed six (6) consecutive working days without effectuating a formal transfer. However, after a period of six (6) consecutive working days, Management shall effect a transfer in accordance with the provisions of Paragraph (63) of the National Agreement.

7. If either party desires to cancel, modify or change the Agreement, it may only be done in accordance with the Local Living Agreement language negotiated between the parties on March 8, 2004.

**NON-INTERCHANGEABLE
OCCUPATIONAL GROUPS**

DIE ENGINEERING SERVICES

Group No.	Classification
1	Leader - Engineering Die-Senior Checker, Layout, and Processor
2	Engineering Die-Senior Checker, Layout and Processor
3.	Engineering Die-Senior Designer
4.	Draftsman Detailer-Blanks and/or Equipment

LOCAL SENIORITY AGREEMENT

The effective date of this Agreement is March 8, 2004.

Local Union 653

Die Engineering Services

K. Johnson

M. Fentner

G. Hargis

R. Harmon

Die Engineering Services

D. Grieshaber

L. Welch

P. Hodgdon

Approved:
International Union
UAW

Approved:
General Motors
Corporation

Dated: _____

Dated: _____

**DIE ENGINEERING SERVICES
LOCAL WAGE AGREEMENT**

This Local Wage Agreement entered into this 8th day of March 2004, between General Motors Corporation, Die Engineering Services, and Local No. 653, UAW.

1. It is mutually agreed that the following wage scale by job classification constitutes the Local Wage Agreement for the Die Engineering Services Group.
2. This Agreement supersedes all prior Local Wage Agreements and Supplements thereto.
3. The wage rates set forth in this Local Wage Agreement incorporate all wage increases and adjustments to date as provided for in the current National Agreement dated September 18, 2003.
4. It is understood that the effective date for all wage rate adjustments and increases will be in accordance with those dates specified in the 2003 National Agreement.

WAGE SCALE BY JOB CLASSIFICATION
Effective September 18, 2003

Job Classification	Occupation Code	Min.	Max.
Leader-Eng. Die-Senior Checker, Layout & Processor		33.36	33.56
Engineering Die-Senior Checker, Layout & Processor	9508	32.86	33.06
Engineering Die-Senior Designer	9516	32.03	32.23
Draftsman Detailer-Blanks and-or Equipment	9527	29.56	29.76

WAGE SCALE BY JOB CLASSIFICATION
Effective September 19, 2005

Job Classification	Occupation Code	Min.	Max.
Leader-Eng. Die-Senior Checker, Layout & Processor		34.03	34.23
Engineering Die-Senior Checker, Layout & Processor	9508	33.52	33.72
Engineering Die-Senior Designer	9516	32.67	32.87
Draftsman Detailer-Blanks and-or Equipment	9527	30.16	30.36

WAGE SCALE BY JOB CLASSIFICATION
Effective September 18, 2006

Job Classification	Occupation Code	Min.	Max.
Leader-Eng. Die-Senior Checker, Layout & Processor		35.06	35.26
Engineering Die-Senior Checker, Layout & Processor	9508	34.53	34.73
Engineering Die-Senior Designer	9516	33.66	33.86
Draftsman Detailer-Blanks and-or Equipment	9527	31.07	31.27

This Agreement is subject to written notice of ratification to Management by the Local Union not later than 8th day of March 2004. After such notice of ratification is received from the Local Union, this Agreement will be effective as provided herein upon the approval of the General Motors Corporation and the International Union, UAW.

If either party desire to cancel, modify or change this Agreement, it may only be done in accordance with the Local Living Agreement language negotiated between the parties on March 8, 2004.

In witness whereof, the parties have caused their names to be subscribed by their duly authorized officers and representatives this 8th day of March 2004.

Local Union 653
Die Engineering Services
K. Johnson
M. Fentner
G. Hargis
R. Harmon

Die Engineering Services
D. Grieshaber
L. Welch
P. Hodgdon

Approved:
International Union
UAW

Approved:
General Motors
Corporation

Dated: _____

Dated: _____

DIE ENGINEERING SERVICES

PARAGRAPH (71) ADMINISTRATIVE RULES

The following rules are intended to be a uniform procedure for the charging of hours pursuant to Paragraph No. 71 of the National Agreement. Any unusual circumstances not covered by said rules or any revisions thereto will be a matter for discussion and settlement between Management and the Shop Committee.

1. Overtime hours of the Chairperson and Shop Committeeperson will not be recorded. Alternate Committeepersons will appear on the hours chart, but will not be charged for hours offered for the purpose of functioning as a Committeeperson.
 - (a) When the above cease to function as Committeepersons, they will be given the current average hours of their equalization group.
 - (b) Employees temporarily appointed to function as Committeeperson, for a period of thirty (30) calendar days or less shall have their hours charged in accordance with Paragraph 2 and 4(a) below.
 - (c) Overtime hours of employees temporarily appointed to function as Committeepersons, for a period in excess of thirty (30) calendar days, shall not be recorded. Upon cessation of their appointment, they will be charged with the average hours of the group.
2. Overtime hours shall be recorded as paid hours rather than hours worked (e.g. Four hours worked at time and one-half shall be recorded as six hours. Four hours worked at double time shall be recorded as eight hours.) However, no hours shall be recorded when the entire group is working overtime.
3. Equalization charts will be maintained and posted by Management on a weekly basis as follows:
 - (a) The equalization charts shall display the classifications that constitute a group for equalization purposes in accordance with the established practice.
 - (b) The equalization charts shall be displayed at a mutually satisfactory location to assure adequate accessibility for all concerned.

- (c) The establishment of the equalization groups shall be made by mutual agreement between Management and the Shop Committee and shall be a part of this understanding.
4. Employees will be charged for hours worked and hours of work declined in accordance with Paragraph No. 2 as follows:
- (a) An employee on a sick leave of absence, or other approved leave of absence, or absent for any other reason, for a period of thirty (30) calendar days or less who would have had the opportunity to work, on the basis of their standing on the equalization chart, shall be charged with such hours in accordance with Paragraph No. 2 above.
 - (b) An employee on a sick leave of absence, military leave of absence, or other approved leave of absence, or absent for any other reason, for a period in excess of thirty (30) calendar days, shall return with the same hours providing there was no overtime in the group. However, if there was overtime in the group, they will be charged with the average hours of the group upon their return to work.
 - (c) Employees returning from vacation will return with the same hours they had at the time they left, provided no attempt was made to contact and offer them spotty overtime during their vacation.
 - (d) Newly graduated apprentices will receive the average hours in the journeyman group to which they are transferred.
 - (e) Laid off employees, recalled within one hundred twenty (120) calendar days, will return with the same hours that they had at the time of layoff. If recalled after one hundred twenty (120) calendar days, they will return with the same hours provided there was no overtime in the group. If there was overtime in the group, they will return in the same relative position they had at the time of layoff.
 - (f) Employees laid off pursuant to Paragraph No. 5 of the Local Seniority Agreement will return in the same relative position that they had at the time of layoff.

5. Reassignments that are to be recognized as being permanent (60 calendar days or more) in status, i.e., the employee is being reassigned to the new group with the understanding that he is to remain in that group as a result of a Management reassignment or an employee's request for reassignment, the employee shall be credited with the average hours of the group into which he is assigned.
6. Reassignments that are to be recognized as being temporary (less than 60 days) in status, i.e., the employee is to be reassigned to the new group with the understanding that he is not to remain in that group as a result of a Management reassignment (when it is necessary to augment a group or whenever it may be necessary to replace an employee who is on an approved leave of absence or is absent for any reason), the following will apply:
 - (a) Any employee temporarily reassigned to another equalization group shall be given the high hours in the new group. Having been given the high hours in the new group, any offer of work in the new group, will be made following an offer of work to all eligible employees in the new group.
 - (b) Any employee temporarily reassigned to another equalization group shall continue to retain their hours in their home group.
 - (c) Any employee temporarily reassigned to another equalization group, shall have all overtime hours worked in the new group that exceed the hours of their home group, recorded in their former group.
7. New hires and employees returning to the bargaining unit shall enter the equalization group at the high hours of the shift.
8. Employees transferred to another shift will be given the average hours of the group to which they are transferred.
9. The Union recognizes that there is no obligation to equalize overtime between shifts. However, in the normal operations of the business, Management evaluated the work to be performed and gives consideration to all shifts with regard to such parameters as available manpower, schedule requirements, the type of work, and the overall efficiency of the operation. Management will continue to review specific areas of concern raised by the Union.

10. Under present operating conditions (58-hour work schedule), Management may offer an employee having a priority job spot overtime as deemed necessary (i.e., Sundays) regardless of the employees position relative to the equalization chart. Additionally, on the occasion that the department overtime schedule is reduced, Management and the Shop Committee will discuss and pursue a mutually satisfactory equalization of overtime agreement for such instances, giving full consideration to previous practices with regard to Die Engineering Activity as stated in demand settlement # 21. Furthermore, the parties agree that extra work in periods of part-time operation, and overtime, should be equalized among the employees in the group engaged in similar work, as far as practicable.
11. Without relinquishing its right of job assignment as provided in Paragraph Nos. 8 and 63 of the National Agreement, Management is willing to cooperate with employees who desire to fill openings existing in another equalization group to the extent that employees are trained to perform the work.

The following procedure will be utilized in making such assignments:

1. Only those employees who have filed applications and who are trained to do the work will be assigned (refer to demand settlement # 38).
2. If insufficient trained applicants exist to fill openings, Management will solicit and select employees who are trained to do the work.

Applications referred to above will only be valid for the calendar year in which they are filled.

Consistent with this settlement, however, Management will give appropriate consideration, without relinquishing its right of job assignment, to those employees who may not wish to be assigned to another job. The consideration will include such factors as skilled trades seniority rights.

If either party desires to cancel, modify or change this Agreement, it may only be done in accordance with the Local Living Agreement language negotiated between the parties on March 8, 2004.

**DIE ENGINEERING SERVICES
EQUALIZATION GROUPS**

The following equalization groups are applicable to the first and second shifts:

1. Engineering Design (including Leaders, Special Projects and Senior Die Designers)
2. Engineering (including Leaders, Layout, Processing, Press Department, and the Change Group)
3. Draftsman-Detailer-Blanks and/or Equipment
4. Die Designer Apprentice

Note: Skilled trades equalization groups include leaders, journeypersons and employees-in-training seniority (E.I.T.S.). Employees-in-training (E.I.T.) constitute separate equalization groupings by classification.

PARAGRAPH (71) - ADMINISTRATIVE RULES

The effective date of this Agreement is March 8, 2004.

Local Union 653

Die Engineering Services

K. Johnson

M. Fentner

G. Hargis

R. Harmon

Die Engineering Services

D. Grieshaber

L. Welch

P. Hodgdon

Approved:
International Union
UAW

Dated: _____

Approved:
General Motors
Corporation

Dated: _____

DIE ENGINEERING SERVICES

SHIFT PREFERENCE

The agreement entered into this, 8th day of March, 2004, between General Motors Corporation, Die Engineering Services, and Local No. 653, UAW.

It is mutually agreed between Management and the Shop Committee that the following provisions and procedure will constitute the Shift Preference Agreement for employees in the bargaining unit for the above-name plant.

1. The following provisions are not to conflict in any way with the principle stated in Paragraph 75 of the National Agreement, that any agreement pertaining to shift preference must, with the understanding of both parties, have sufficient flexibility to give full protection to efficiency of operations under all circumstances and conditions.
2. Once each three (3) months during a seven (7) day period, employees with seniority as of the closing date on the seven (7) day application period, who are desirous of changing shifts, may make application in writing to their respective supervisor on forms supplied by Management for a transfer to the shift of their preference.
 - A. The application period will be so established that the shift changes can be effectuated on the first calendar Monday of the months of January, April, July, and October.
3. Longer seniority employees shall be entitled to shift transfer in accordance with the following provisions:
 - A. Applicants must be trained employees able to perform the job satisfactorily with minimal break-in period.
 - B. A two (2) week period immediately following termination of the application period shall be used to process such application and shift changes will be effectuated after termination of this process period.
 - C. In the event more than one application is received for the same job, such application will be processed in seniority order. (See Local Seniority Agreement 4A).

- D. It is understood that in the application of Paragraph 2 above, an employee may make shift changes only two (2) times during a twelve (12) month period.
4. Employees who would otherwise have been eligible to make application for a transfer to a shift of their preference, but were unable to do so by virtue of the fact that they were on an approved leave of absence from the plant during the application period, may within the first seven (7) days subsequent to their return, make application in writing to their supervisor for a transfer to a shift of their preference.
 5. In the event it is found that certain longer seniority employees are needed on any shift other than the one on which they are working, it is agreed that such employees will work on any shift on which they are needed so long as their services are required or until such time as shorter seniority employees or temporary employees capable of doing the job are available for replacement. Every effort will be made to minimize the time employees remain on such assignment. They will then be returned to their former shift. It is also agreed to expend every effort to adhere to this provision.
 6. It is recognized that under certain unusual circumstances it may become necessary for a seniority employee to request a temporary change from their regular shift to another shift. Such request may be made to their respective supervisor in writing explaining the reason for the request and the length of time for which the change is desired. Every consideration will be given to the merits of such request and when approved, deserving applicants will be temporarily transferred for a period not to exceed thirty (30) days. Any extension beyond thirty (30) days will be by written agreement between Management and the Shop Committee.
 7. If either party desires to cancel, modify or change this Agreement, it may only be done in accordance with the Local Living Agreement language negotiated between the parties March 8, 2004.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on the date first written above.

LOCAL SHIFT PREFERENCE AGREEMENT

The effective date of this Agreement is March 8, 2004.

Local Union 653
Die Engineering Services
K. Johnson
M. Fentner
G. Hargis
R. Harmon

Approved:
International Union
UAW

Dated: _____

Die Engineering Services
D. Grieshaber
L. Welch
P. Hodgdon

Approved:
General Motors
Corporation

Dated: _____

DES FLEX PROGRAM GUIDELINES

- DES Flex Time Guidelines outlined herein will be subject to periodic review by management.
- Implementation date will be the first Monday of the month following ratification of the 2003 Local Agreement.

Overtime Work Schedule Window

Monday	6:00 AM -5:36 PM	11.1 Max Hours
Tuesday	6:00 AM -5:36 PM	11.1 Max Hours
Wednesday	6:00 AM -5:36 PM	11.1 Max Hours
Thursday	6:00 AM -5:36 PM	11.1 Max Hours
Friday	6:00 AM -5:36 PM	11.1 Max Hours
Saturday	6:00 AM -12:00 PM	6.0 Max Hours

40 Hour Work Schedule

Monday	6:00 AM - 3:30 PM	8.0 Max Hours
Tuesday	6:00 AM - 3:30 PM	8.0 Max Hours
Wednesday	6:00 AM - 3:30 PM	8.0 Max Hours
Thursday	6:00 AM - 3:30 PM	8.0 Max Hours
Friday	6:00 AM - 3:30 PM	8.0 Max Hours

- The latest start time is 8:36 AM (Monday through Friday)
- Cannot be late if 8 hours daily are worked (Monday through Friday).
- Monday through Friday 8 hours daily straight time must be worked.
- Employees required to sweep ID badge through TKS reader if leaving the building for lunch, and sweep it upon return.
- Maximum lunch period window will be from 11:30 AM -1:00 PM allowing employees to determine their own length of lunch period.
- Weekly required number of work hours when on OT- minimum 40 hours- maximum 58 hours.
- No more than 18 hours of overtime may be worked Monday through Saturday.
- Maximum daily hours available Monday through Friday -11.1 hours.
- Saturday schedule is 3 hours minimum, and no lunch period on Saturday.
- Cycle time and grace period are waived.
- TKS provides for pay beginning at the next tenth of an hour after badge ring.
- Monday through Friday lunch period is 11:30 AM - 12:00 PM.

To: Die Engineering Services - Troy
Shop Committee

From: Tom Heidt March 6, 2000

Genetlemen:

During the course of the current negotiations, the parties discussed Management's future intentions in regards to populating a second shift.

In this regard, both parties agreed to jointly develop a Memorandum of Understanding, DES Flexible Work Schedule Guidelines Night Shift and reinstate the Memorandum of Understanding Third Shift Agreement, Dated November 11, 1993, if and when a second shift is populated.

Sincerely,

Tom Heidt
Director, Die Engineering Services

MEMORANDUM OF UNDERSTANDING

TRAINING

February 23, 2000

Both parties recognize that in order for DES Bargaining Unit employees to be most efficient and effective in their job responsibilities, training initiatives must be accomplished. As such, Management will provide required training to all employees in the areas of software and technology as it relates to their job functions. This includes core as well as job specific training for Bargaining Unit employees.

In addition, both parties recognize the effect and impact that newly developed software and technology have on the job functions of the DES Bargaining Unit. As new technology and software are developed that impacts work within the current scope of the bargaining unit, Management will provide on-going training to all employees, in accordance with the provisions of the Statement on Technological Progress in the 1999 National Agreement.

As new software or major revisions of existing software are installed at DES, Management will utilize voluntary trainers to assist with classroom training and individual support required within the departments. One of the primary functions of the identified trainers would be to develop common practices and methods to insure efficient use of software. Management will provide "Train the Trainer" instruction to the identified employees, based on our training needs.

In addition, it is Management's position that it is practicable to utilize personnel most familiar with computer software to assist with the training of fellow employees. Many of the primary responsibilities of those identified to perform in this capacity would be similar to those of other employees who perform special assignments such as trainers for Apprentices. Management will post for volunteers from within each department and select the trainers from the list of volunteers. Finally, while Management is open to jointly discussing the selection of these employees, Management will make the final decision as to who will perform in these positions.

MEMORANDUM OF UNDERSTANDING

Leaders September 21, 2003

Pending approval by the Wage Administration, the parties will place and maintain eight (8) leaders within 12 months of such approval. Leaders will receive a wage as dictated by the Wage Administration and will be considered "working leaders". Seniority will not solely be the criteria for selection. Specific selection criteria, job responsibilities, removal (voluntary or involuntary from the leader classification and location of leaders, will be determined by the parties within 60 days following ratification of this local agreement and approval by the Corporation.

MEMORANDUM OF UNDERSTANDING

Participation in Engineering Meetings September 21, 2003

The parties agree that the DES UAW represented employees will participate in joint engineering and design reviews, as documented in the DES standard workflow, as part of the team based engineering and design initiative. This may include work outside the home facility.

Standard workflow processes and changes to them, as they relate to work outside the home facility, will be reviewed with and agreed to by the Chairperson of the Shop Committee, or their designate. The chairperson will also be kept informed, in as far advance as possible, as to whom may be working outside the plant.

DIE ENGINEERING SERVICES

LOCAL DEMAND SETTLEMENTS

1993

Demand/Issue No. 1:

Utilize Bargaining Unit Press Checking (1993).

Settled based on discussions between the parties. The following statement will be noted for the record:

For DMG produced parts designed by an outside vendor will be reviewed by Bargaining Unit employees for standards, shut heights, automation or other related factors. Management intends to compare a checklist developed by a DMG project with the checklist in the die standards book, and have these lists reviewed by the press specialists for any necessary alterations.

New designs will be checked by the press specialist to see if additions and/or alterations to the list are required. The process will be reviewed jointly to determine when the capabilities of our checkers is deemed adequate.

Demand/Issue No. 2:

Return all Fab Plant blank size reduction activities (1993).

Blank size reduction is an ongoing activity in all areas of the fabricating process. DMG-DES Troy Bargaining Unit will continue to monitor any changes in blank sizes.

Demand/Issue No. 3

Generate MPS sheets from Parma Plant (1993).

MPS sheets will be completed for all dies handled by DMG regardless of construction or production sites.

Demand/Issue No. 4:

Expand Bargaining Unit function to include Hydroform Function(s) (1993).

During periods of under utilization, Management will aggressively pursue any type of die work that Bargaining Unit employees could perform.

1996

Demand/Issue No. 6:

Management to allow the local union to hold elections in the complex (1996).

Management will continue to allow the Union to conduct appropriate elections at the work site.

Demand/Issue No. 7:

During non-traditional business days (Saturdays & Sundays) that the dress code include shorts during summer months for all employees (1996).

Employees will dress in business casual attire Monday through Friday as in the past. Bermuda style shorts (knee length walking shorts) with proper foot wear will be allowed during weekend working hours.

Demand/Issue No. 8:

EAP representative be allowed to give monthly presentation on company time (1996).

Management will abide by the guidelines in the National Agreement relative to the EAP program. In addition, management will encourage the Local Joint EAP Representatives to develop programs that can be conducted at the Kirts Boulevard location during the lunch period and after hours.

Demand/Issue No. 11:

More exterior panels in house (1996).

Management will continue to source major panels in house.

Demand/Issue No. 14:

Die Design skilled trades date becomes seniority in each group when an employee enters that group (1996).

When a reduction of force takes place in a specific department, (equalization group), an employee's Die Design skilled trades date becomes the date of entry in that department once that employee has worked 90 days in that equalization group.

Demand/Issue No. 15:

Keep Unigraphics PDD software in bargaining unit (1996).

It is management's intention to keep Unigraphics PDD software in house.

Demand/Issue No. 16:

Management shall post for volunteers for all training (1996).

Training by Seniority

Training will be provided under the guidance of the Local Joint Training Committee, to all people in a department as required to perform the job. Training selections that cannot be resolved by the Local Joint Training Committee will be referred to the Shop Committee Chairperson, Plant Manager, and Personnel Director for final disposition.

The following criteria will be used in their decision:

- Department need for trained people.
- Skilled trade seniority date.
- Pilot or production training.
- Ability to keep newly trained employee in department for one year minimum after training.

1999

Demand/Issue No. 20:

Local Wage increase over and above National Agreement (1999).

Management will abide by the applicable provisions of the National Agreement for all employees.

Apprentices hired prior to ratification of the Local Agreement will graduate into the midpoint of group #1. After one (1) month, the

Apprentices will be moved into the maximum rate of group #1. All newly graduated Apprentices will remain in Die Design for two years.

Apprentices hired following ratification of the Local Agreement will work a forty (40) hour schedule unless assigned to work overtime, as outlined in Paragraph 141 (a) of the National Agreement. These apprentices will graduate into group #3-midpoint wage and after three (3) months, be moved to the maximum wage in group #3. At the end of two (2) years following graduation, they will be moved to the maximum wage of group #2. All newly graduated Apprentices will remain in Die Design for two years.

Management will accept requests for departmental transfers and keep them on file. When needs arise for additional manpower in other departments, employees will be granted transfers in accordance with the local agreement transfer language. (see demand #38) (1999).

Demand/Issue No. 21 (1999)

Procure an equalization of hour agreement (low man Agreement).

It is the purpose of Paragraph 71 of the National Agreement to equalize work among the employees engaged in similar work as far as practicable; therefore, reasonable attempts will be made to offer overtime work to those employees constituting those lowest in hours in the equalization grouping.

Following the initial zeroing of hours, accumulated overtime hours of employees will be zeroed each calendar year (1st Monday in February) within each equalization as follows:

The employee lowest in hours will be given zero hours and the hours of remainder of the group will be adjusted accordingly.

After ratification of the local agreement, Engineering Die-Senior Checker, Layout & Processor is reduced to two (2) equalization groups inclusive of all departments. Processing, Layout and the Press Department will consist of one (1) equalization group and Die Design and Special Projects will consist of the second equalization group.

Demand/Issue No. 22:

Remove 89 day temporary transfer from current agreement (1999).

It is not the intent of Management to over-utilize people outside of their home department(s). However, it is, from time to time, necessary to engage the workforce on assignments outside of their current departments in order to meet schedules and timing. In doing so, Management will select from trained person(s). Such transfers shall be defined as temporary when they are less than 60 days in duration. If the re-issuance of a transfer is required, it shall consist of a paper move only and the employee will continue to work on the temporary assignment. If a second 59 day temporary transfer is required, employees will be returned to their home group within this 59 day period. If additional employees are still required thereafter, employees will be obtained utilizing the Paragraph 63b process for permanent transfers. Prior to (initial and re-issuance) temporary transfers taking affect, Management will review the final selection of employee(s) with the Shop Committee. Based on workloads during 2000, Management will utilize employees to expedite work within the two equalization groups, utilizing the current temporary transfer provisions.

Demand/Issue No.24:

Return the processing and design of Checking Fixtures to the bargaining unit (1999).

Due to previous organizational changes within the corporation, MFD no longer oversees checking fixture engineering and design. In the next 2-3 year timeframe, checking fixtures will become simplified plastic fixtures and will not require processing and design. When these engineering requirements no longer exist, such work will be removed from the bargaining unit scope.

Upon ratification of the local agreement, Management will incorporate the die design of hydro-form parts within the bargaining unit's scope of work. However, the processing of Hydro-form dies is currently under development. As these processing requirements are further developed and are capable of providing consistent direction to die design, the processing of Hydro-form parts will become part of the bargaining unit's scope of work.

Demand/Issue No. 25:

Provide all employees with a membership at a local athletic club (1999).

Management will be guided by Document Number 7-Attachment A of the National Agreement with respect to fitness centers.

Demand/Issue No. 28:

Time sheets to be filled out by Supervisor (1999).

In today's ever changing work environment, it is critical that Die Engineering Services utilize new technologies as they become available to measure its performance as it relates to tool build. As such, bargaining unit employees will work together with their Supervisors to provide verbal or written assistance, as needed, to the completion of time reporting forms. All bargaining unit employees will be provided with training to properly complete forms. No other time reporting forms will be required to be completed by the bargaining unit employees.

Demand/Issue No. 29:

On-sight nurse or equivalent (1999).

Employees will continue to have access to First Aid kits to take care of minor ailments (i.e., cuts, headaches). In addition, Management will continue to provide employees in need of medical assistance the opportunity to be treated at a local clinic. Following issuance of corporate guidelines for the establishment of an Emergency Response Team, the local parties will schedule a meeting to review those guidelines. Thereafter, both parties will work with the Medical Director to formulate a team, in accordance with the National Agreement.

Demand/Issue No. 30:

Same training as Pre-Mod/Formability (off-site) enhances surfacing and surface creation tools (1999).

As discussed between the parties, all employees of Die Engineering will be given on-going training to perform their jobs, as required. Refer to the Memorandum of Understanding dated February 23, 2000.

Demand/Issue No. 32:

Sign-off required by Chairman of all work which is intended to be sub-contracted/outsourced (1999).

Management will continue to abide by Paragraph 183 and Appendix L of the National Agreement. This information will include the following: part numbers, tool numbers, the sub-contractor, as well as any additional information for tracking purposes from the Die Line Status charts and tracking sheets. In addition, the Shop Committee will have access to DIEMAP.

Demand/Issue No. 34:

Enhance current bumping rights from once every two years to four times per year (1999).

Employees will have the opportunity to bump transfer into or out of a work group, by seniority, once every year on a day to be established. The maximum number of employees allowed to transfer into or out of a group on this specified date will not exceed 10 percent of the population. Management will within 30 days or after an employee completes his/her current job assignment and/or necessary training, whichever comes first, bump transfer in such employees. If necessary, lower seniority employees within the group will be displaced to other equalization groups by their choice and in accordance with seniority.

Approximately three months prior to bumping rights, Management will post for employees wishing to transfer to another equalization group. This will insure enough time for Management to schedule any training for employees who require full or update training for the equalization groups they are bump transferring to. One calendar week prior to the start of training, the employee's Supervisor will confirm all bump requests. Once the bump transfer and training roster have been established, identified employee(s) relinquish their right to rescind their bump request and must stay in their new group.

The initial bump will take place following the completion of required training within each equalization group, no greater than one year following ratification of the local agreement.

Demand/Issue No. 37:

Monthly on-site bargaining unit meetings (1999).

Management and the Union will work jointly to communicate information to the bargaining unit during weekly communication meetings.

Demand/Issue No. 38:

Post for any and all assignments (i.e., transfers, special assignments, training) (1999).

Without relinquishing the right to job assignment as provided by Paragraphs 8 and 63 of the National Agreement, Management will post for all permanent transfers one week prior to the filling of open positions in an equalization group. This will allow those employees who are trained and desire to transfer to a different equalization group the opportunity to complete a Paragraph 63B request. In addition, those employees who have been identified for transfer and require training will be trained in the new equalization group. All transfers would then be made using the Paragraph 63B process. Once training has begun, employees may not rescind their Paragraph 63b transfer request. If insufficient volunteers are available, Management will transfer trained journeypersons by low seniority to fill vacant openings. Within three months, employees will complete their necessary training. At such time, non-volunteers will be returned to their former groups.

In the event that project and special assignments are created, Management will post for volunteers within an equalization group. However, the final decision of who will work on such assignments will continue to be made by Management.

Demand/Issue No. 43:

On-site schooling (Education & Training) (1999).

Management is agreeable to explore with the Shop Committee opportunities for educational enrichment of employees on site during off hours. Classes to be offered will be determined by the GM/UAW local Joint Training Representatives. Course selections are contingent upon sufficient employee interest, the availability of qualified educational institution(s) who are willing to provide services at our site and suitability to such courses in our physical environment.

Demand/Issue No. 44:

Provide outside internet access (1999).

Management agrees to allow internet access on a GM-UAW jointly-funded computer for employee use during off-hours, at no cost to the Corporation. Internet usage will be closely monitored. Any use during working hours and/or inappropriate internet accessibility may result in its removal from this computer and may result in disciplinary action.

Demand/Issue No. 45:

Draftsman Detailers (Blank Nesting Group) to perform their duties utilizing the Analysis Software in order to establish blanks and nestings (1999).

Management agrees that the Process Workflow requires that a reference blank be provided by the Sheet Metal Utilization group. The resultant blank from Analysis will be returned to the Sheet Metal Utilization group for nesting and optimization. In addition, employees assigned to the Blank Nesting group will attend all Failed Review meetings to have input on blank revision.

Demand/Issue No. 48:

Load all current and future software by Formability on all computers used by bargaining unit employees (1999).

Management will provide DES employees with access to any and all software necessary to perform their job functions now and in the future.

Demand/Issue No. 49:

Provide new computers for training room (1999).

The Local Joint Activity funds were used to obtain current computers. By utilizing approved local joint funds as stipulated by the National Agreement, Management agrees to replace those computers. Management also agrees to provide, in a timely manner, a more conducive, appropriate training area for these computers.

Demand/Issue No. 50:

Reinstate second shift (1999).

As business conditions dictate, Management will utilize multiple shift operations as deemed necessary.

Demand/Issue No. 51:

Access to pool cars (1999)

As needed for business purposes, employees will continue to have access to pool cars.

Demand/Issue No. 52:

No Salary Personnel to perform bargaining unit work (i.e., Formability, or any other salary or contract employee creating binder and addendum surfaces) (1999).

We agree that any work at Die Engineering, which is within the negotiated scope of the bargaining unit will be performed by bargaining unit employees. Recognize there may be work in the future, which bargaining unit employees are offered, outside the scope of the unit, and that work is non-exclusive.

At least once every quarter, the Union and Management will review changes in the processes and technologies used at MFD-Die Engineering Services to determine their influence on the bargaining unit workforce. During these reviews, both parties will discuss potential technological and/or process changes that may affect the bargaining unit's scope of work in accordance with the Statement of Technological Progress in the 1999 National Agreement.

When any product data arrives (regardless of where this data is in the VDP timing) at Die Engineering Services, prior to IDR forward, Process Die Operational Lineups (excluding Hydro-form dies—See the language in demand #24 dated 12/20/99) and creation of surfaces for Binder and Addendum will be performed by bargaining unit employees or sub-contracted per Paragraph 183 of the National Agreement. Surfacing revisions required to product data will be done by Salaried Engineers or bargaining unit employees (but not exclusively). Sketches for product changes are the responsibility of bargaining unit employees. Other process changes(excluding Hydro-form parts) and binder/addendum surfacing will be performed by bargaining unit Employees or sub-contracted per Paragraph 183 of the National Agreement.