

**LOCAL
AGREEMENTS**

between

**GENERAL MOTORS
CORPORATION
METAL FABRICATING
DIVISION
FLINT TOOL AND DIE
PLANT
and
LOCAL 659
UNITED AUTO WORKERS**



SEPTEMBER 26, 2003



ADDRESSES AND TELEPHONE NUMBERS

United Auto Workers

Local 659
4549 Van Slyke
Flint, Michigan 48507
(810) 232-4130

Metal Fabricating Division

Flint Tool & Die
425 S. Stevenson
Flint, Michigan 48501
(810) 236-2233

EMERGENCY CALLS/PLANT SECURITY

810-236-2233

ABSENTEE CALLS

1-800-222-8889

PERSONNEL OFFICE

810-236-4310

PLANT MEDICAL DEPARTMENT

810-234-2057

UAW WORK CENTER

810-835-0197 – Chairman
810-236-3027 – 1st Shift Committee
810-236-4915 – 2nd Shift Committee

UAW HEALTH AND SAFETY OFFICE

810-835-0119 or 810-236-9443

UAW BENEFITS OFFICE

810-236-1621

UAW WORK/FAMILY OFFICE

810-236-1621

UAW QUALITY NETWORK OFFICE

810-236-9443

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GENERAL MOTORS

EQUAL OPPORTUNITY EMPLOYMENT POLICY

"Operating as it does on a nationwide basis, General Motors Corporation offers employment opportunities to many people in many different locations throughout the United States."

"The policy of the corporation is to extend these opportunities to qualified applicants and employees on an equal basis regardless of an individual's age, race, color, sex, religion, national origin, disability, or sexual orientation."

"Hiring and employment practices and procedures implementing this policy are the responsibility of the employing units. However, these practices, procedures and decisions are to be, at all times, in conformity with the Corporation's Equal Opportunity Employment Policy."

GENERAL MOTORS POLICY REGARDING EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES

"The policy of the Corporation is to make reasonable accommodation to the limitations of qualified individuals with disabilities and to extend employment opportunities to such persons taking into account the needs of the business and financial cost and expenses."

"Hiring and employment practices and procedures implementing this policy are the responsibility of the employing units. However, these practices, procedures and decisions are to be, at all times, in conformity with the Corporation's Policy Regarding Employment of Individuals with Disabilities."

GENERAL MOTORS POLICY REGARDING EMPLOYMENT OF SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER COVERED VETERANS

"The policy of the Corporation is to make reasonable accommodation to the limitations of qualified Special Disabled Veterans and to extend employment opportunities to Special Disabled Veterans, Veterans of the Vietnam Era, and other covered veterans who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized, taking into account the needs of the business and financial cost and expense."

"Hiring and employment practices and procedures implementing this policy are the responsibility of the employing units. However, these practices, procedures and decisions are to be, at all times, in conformity with the Corporation Policy Regarding Employment of Special Disabled Veterans, Veterans of the Vietnam Era and all Other Covered Veterans."

GENERAL MOTORS POLICY AGAINST SEXUAL HARASSMENT

"General Motors has had for many years a written and widely distributed policy on equal opportunity employment. Sexual harassment, as in the case of harassment based on age, race, color, religion, national origin, or sexual orientation has long been regarded as a violation of this policy.

All employees are expected to deal fairly and honestly with one another to ensure a work environment free of intimidation and harassment. Abuse of the dignity of anyone, through ethnic, racist or sexist slurs or through other derogatory or objectionable conduct, is offensive employee behavior. Sexual harassment also includes unwelcome advances, requests for sexual favors and other verbal or physical conduct of a sexual nature.

All GM employees are entitled to a work environment in which words and actions do not have even the appearance of disrespect. Sexually oriented jokes, cartoons, pictures, language, certain gestures and touching may be offensive to people and, therefore, may result in a hostile work environment. This type of conduct will not be tolerated in the workplace. General Motors' facilities must be free of hostility resulting from sexually oriented behavior. It is the responsibility of management and each employee to maintain an environment free of hostility.

As in the case of other unfair employment practices, if you believe you have been subjected to sexual harassment, you may bring your concerns to the attention of either your immediate supervisor, personnel director or representative, or you may utilize appropriate and existing internal complaint procedures."

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MFD FLINT TOOL AND DIE PLANT

MEMORANDUM OF AGREEMENT

As we look to the future of the die construction business in this global market, we believe our greatest competitive advantage at Flint Tool & Die is the pride that our employees possess in their jobs and in this facility. It is with this competitive spirit that we strive to become the industry leader in die construction and verification techniques by embracing technological advances, engaging our employees and creating a competitive edge by responding to the challenges of this ever-changing business.

It is with this joint commitment to the success of Flint Tool & Die that we enter into this Living Agreement. At the foundation of this commitment is our intent to be cooperative and fair as we work through issues, basing our relationship on trust, mutual respect and honest communication. It is our mutual belief that addressing all concerns as they arise will best serve the needs of our employees and the business.

This goal to be the industry leader must be the goal of each and every employee of Flint Tool & Die. To truly succeed we must do so together. We will strive to maximize the knowledge and skills of each of our employees by providing the best training available so we may continue to grow both as individuals and as an organization. It is this joint commitment to our collective futures that will create a winning environment.

Therefore, this Memorandum of Agreement is entered into this 26th day of September, 2003, between Metal Fabricating Division Flint Tool and Die Plant, General Motors Corporation, and The MFD Flint Tool and Die Unit of Local No.659, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

ISSUES ARE RESOLVED AS FOLLOWS:

1. This Agreement resolves all issues and disputes, which were the subject of negotiations in the current contract negotiations. Resolution of all matters subject to these negotiations have been concluded based upon current conditions and circumstances.
2. This Agreement is subject to written notice of ratification by Local 659 no later than October 11, 2003.

3. The effective date of this Agreement will be the day following the date on which Management receives written notice of ratification from the local Union.
4. The parties have completed the negotiations on the Local Seniority Agreement, Local Wage Agreement, Local Shift Preference Agreement, Paragraph 71 Record Procedures, Equalization Groups and Administrative Rules. Any subsequent changes to these provisions will be subject to ratification by the membership.
5. Issues pertaining to lines of demarcation will be resolved in accordance with paragraph 182 of the UAW-GM National Agreement.
6. Written agreements between the parties not changed during these local negotiations that have a continuing effect, shall be honored by both parties to the extent they are applicable to circumstances arising under the terms of the new National Agreement.
7. Mutually satisfactory modifications, additions or deletions to the Agreement will be made on an ongoing basis in line with our goal to remain responsive to the needs of the die construction business. If either party desires to cancel, modify or change this Agreement, it shall at least sixty (60) days prior to the date when it proposes such cancellation, modification or change become effective, give notice in writing of the proposed cancellation, modification or change to the other party. Within ten (10) working days after receipt of notice to modify or change this Agreement, a conference will be arranged to negotiate the proposal.

In witness whereof, the parties have caused their names to be subscribed by their duly authorized representatives the day and year above written.



**GENERAL MOTORS
CORPORATION
METAL FABRICATING DIVISION
FLINT TOOL and DIE PLANT
LOCAL SENIORITY AGREEMENT**

**GENERAL MOTORS CORPORATION
METAL FABRICATING DIVISION
FLINT TOOL & DIE PLANT
LOCAL SENIORITY AGREEMENT**

- (1) THIS AGREEMENT entered into this 26th day of September, 2003 between Metal Fabricating Division, Flint Tool & Die of General Motors Corporation, and the Unit of Local 659 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

SENIORITY UNIT

- (2) Seniority rules are applied equally to all employees within their established groups in compliance with the provisions of Paragraph (6)(a) of the National Agreement and is by non-interchangeable occupational groups as shown on pages 19 and 20 inclusive.

ACQUIRING SENIORITY

- (3) Seniority is acquired in accordance with the National Agreement. When an employee acquires seniority, the employee's name shall be placed on the seniority list.
- (a) In applying the provisions of this Agreement, when two or more non-skilled employees have the same seniority date, the order of seniority shall be alphabetically by last name, "A" to "Z". (For example: "A" is considered as having longer seniority than "Z".)
- (b) The seniority of skilled trades employees will be established in accordance with the National Agreement. However, in instances where employees have the same status in the classification the employee with the longest plant-wide seniority shall be considered to have the most seniority. In the event such employees should have the same skilled trades status and plant-wide seniority date, the procedure outlined in Paragraph (3)(a) above will apply.
- (c) In accordance with the provisions of Paragraphs (60) and (60)(a) of the National Agreement, plant seniority lists will be updated bimonthly if the

number of changes warrants a reissue. Further, any bona fide errors brought to the attention of Management will be reflected on the next regular publication.

TRANSFERS

(Reference Paragraphs (62) and (63) of the National Agreement)

- (4) Absenteeism, die build schedules, including service requirements constantly fluctuate making it necessary to move employees from job to job, and from shift to shift in order to keep employment normal and avoid frequent layoff of employees.
- (5) Except as otherwise noted, in permanent adjustments of manpower when employees are transferred from the listed groups below, which encompass all shifts, the following provisions will apply:
 - (a) When employees are being permanently transferred from a seniority group, the employee with the least seniority within the group will be the first to be transferred from such group.
 - (b) In applying the provisions of Paragraphs (5)(a) above, it is understood that it will not be necessary to transfer an employee to another shift before a shift commencing twenty-four hours at the end of the employee's previously worked shift.
 - (c) These provisions are not to be construed as an abrogation of Management's right to retain key employees on operations where efficiency may otherwise be impaired, and are further contingent upon the employees who are retained being capable of doing the available work.
 - (d) They are applicable only when employees are being involuntarily reduced out of the group.
 - (e) Employees who are temporarily transferred or assigned to another group will not be considered as permanent members of that group for purposes of applying these provisions.

- (6) When reducing the number of non-skilled employees in a productive or non-productive non-interchangeable occupational group, those with the least seniority will be moved.
- (7) When increasing the number of non-skilled employees in a non-interchangeable occupational group, employees laid off or transferred from such group in the order of their seniority shall be returned in reverse order, if they are capable of doing the work.
- (8) It is recognized under certain temporary conditions, such as absenteeism, sick leaves, vacations, fluctuating schedules, etc., that a problem exists in manning non-interchangeable occupational groups. To meet these various conditions, it is agreed that:
- (a) The services of employees with recall rights to the group who are currently working on a shift with the same starting time where the need arises, will be utilized for such assignments. However, in the event no such employees are available, other qualified employees who are currently in the plant may be utilized to meet these conditions and will be paid in accordance with the Local Wage Agreement, or
 - (b) In the event non-interchangeable occupational group employees are retained in the group to meet the above conditions, they may be utilized when necessary on other assignments outside the group and will be paid in accordance with the Local Wage Agreement.
- (9) Any job assignments made in accordance with Paragraph (8) above will be for a temporary period not to exceed five (5) consecutive days, with the exception of authorized vacations or sick leaves where a longer period may be warranted. If such an assignment continues beyond the five (5) day period, with the exception of vacations or sick leaves, it will be adjusted under the other applicable terms of the Local Seniority Agreement. An employee who is temporarily transferred or assigned to replace an employee who is on an authorized leave of absence under Paragraphs (106) or (108) of the National Agreement will retain seniority in the occupational group from which the employee was transferred and not in the new occupational group unless a permanent vacancy

occurs in the new group during this period at which time the employee will be credited with all time spent in the new group.

- (10) All permanent transfers into any skilled trades group will be governed by the Skilled Trades Section of the National Agreement. Journeymen employees who, because of a need for their services, are transferred to another skilled classification for which they are qualified as journeymen within the requirements of Paragraphs (178) or (178)(a) of the National Agreement will, upon transfer, carry their skilled trades seniority as journeymen in the new classification for the purpose of permanent layoff from that classification. Such employees will retain and accumulate seniority status in their former classification.
- (11) Skilled trades journeymen employees transferred to classification of "Leader", upon initial assignment or after having previously waived their status, will retain and accumulate seniority in the classification from which they were transferred for a maximum of twelve continuous months. However, if the employee remains in the "Leader" classification for a period of twelve continuous months, the skilled trades seniority date in the classification from which this employee was transferred will then be credited to this employee in the "Leader" classification.

TEMPORARY LAYOFF AND RECALL PROCEDURE

- (12) Temporary layoffs are for:
- (a) Change of model
 - (b) Inventory
 - (c) Plant rearrangement
 - (d) Down time due to shortage of material, breakdown of machinery or equipment.
 - (e) For any other reason known at the time of layoff to be temporary.
- (13) Conditions affecting a temporary layoff for any of the above reasons will be discussed with the Shop Committee as far as practicable prior to the layoff or at the next regular Shop Committee Meeting.
- (14) It is mutually understood that temporary employees will not be recalled following a temporary layoff until all seniority employees have been recalled. This will not apply to journeymen with seniority who are on layoff from

a skilled trades classification. (Reference Paragraph (70), National Agreement)

- (15) During periods of temporary layoff as defined in Paragraph (12) above, overtime assignments to the employees who have been retained will be made in accordance with the provisions of Paragraph (71) of the National Agreement.
- (16) All temporary layoff provisions are contingent upon the ability of the retained or recalled employees being able to perform the required work.
- (17) It is understood that in situations such as finishing up bank and floats at time of shutdown, and other similar situations relating to Paragraph (12)(a), (b), (c), (d), or (e) above, the necessary employees will be retained and/or recalled in their regular equalization group, according to the need for their services unless the period of time involved is one full shift or more, in which event the provisions of Paragraphs (18), (19), (28) or (29), whichever is applicable, will apply.

Other Than Skilled Trades

[Paragraph (12)(a), (b), or (c) above]

- (18) When the work in any equalization group decreases for any of the reasons listed in Paragraph (12)(a), (b), or (c) above, employees with greater than one year's seniority, working in groups where less than the full complement of employees will be needed, may in advance of the layoff make written application to their Supervisor during a period mutually agreed upon by Management and the Shop Committee stating they desire to work during the temporary layoff period, when the work in their respective non-skilled equalization group decreases. The applicants with the longest plant-wide seniority within their respective equalization groups will be retained. If there is not sufficient manpower in the group who have made application, the employees with the least seniority who have not made application will be retained. This is with the understanding that employees with less than one (1) year's seniority and employees not fully capable of doing the work, will not be retained and/or recalled to replace employees who did not file applications to work.

- (19) Following a temporary layoff resulting from any of the reasons listed in Paragraph (12)(a), (b) or (c) above, as work becomes available in their regular equalization group, all employees with greater than one year's seniority will be recalled on the basis of the employee with the longest seniority being recalled first, as far as practicable, with the exception of those employees who by virtue of not filing an application under Paragraph (18) above received a layoff. Such employees will be recalled in reverse seniority order.

The application of Paragraphs (18) and (19) above will not be cited as the basis of a back-pay claim by an employee.

- (20) In the event an employee's job is discontinued during a temporary layoff resulting from Paragraph (12)(a), (b), or (c) above, the employee will be recalled in line with seniority to openings on other jobs or operations on the shift from which the employee was laid off, providing the employee can do the available job.

- (21) In the event fewer employees are needed when normal operations are resumed following a layoff resulting from Paragraph (12) above, Management will within five (5) working days following the resumption of full operations recall longer seniority employees still laid off and thereafter reduce the work force as provided in the Permanent Layoff and Recall provisions of this Agreement.

Skilled Trades

[Reference Paragraph (177) of the National Agreement]

- (22) In applying the following temporary layoff and recall procedure in skilled trades, it is recognized that employees retained and/or recalled must be capable of doing the work.

- (23) Apprentices will not be retained and/or recalled for more than one work day, excluding overtime, if a journeyman is laid off from that equalization group.

- (24) For the period of temporary layoffs, skilled trades employees will not be returned to their former skilled or non-skilled classifications.

Skilled Trades

[Paragraph (12)(a), (b), or (c) above]

- (25) When the work decreases in any equalization group for any of the reasons listed in Paragraph (12)(a), (b), or (c) above, the necessary journeymen will be retained in the group on a skilled trades seniority basis as far as practicable.

The optional temporary layoff provisions outlined in Paragraph (18) shall be applicable to employees in skilled groups (excluding apprentices) except that the employees' skilled trades seniority date rather than their plant-wide seniority date will be used in determining their order of layoff.

- (26) Following a temporary layoff resulting from any of the reasons listed in Paragraph (12)(a), (b), or (c) above, as work becomes available, all employees will be recalled to their regular group as defined in Paragraph (25) above on a skilled trades seniority basis as far as is practicable in accordance with the provisions outlined in Paragraph (19) and (19)(a).

- (27) In the event additional employees are required, within their equalization group, over and above those employees with journeyman status during a temporary layoff period for any of the reasons listed in Paragraph (12)(a), (b), or (c) above, the necessary apprentices will be retained and/or recalled on an equalization of hours basis as far as is practicable.

Skilled Trades and Other than Skilled Trades

[Paragraph (12)(d) or (e) above]

- (28) During periods of temporary layoff resulting from material shortages, breakdown of machinery or equipment, or any other situation which is known at the time to be temporary, employees who are not otherwise assigned will be laid off as the jobs to which they are assigned are completed. For a temporary layoff, which begins after the start of a pay period and extends, or is anticipated to extend, into the next pay period, the procedure outlined below may be effectuated at anytime during the pay period in which it occurs, but in any event, no later than the beginning of the following pay period.

- (a) When such layoffs occur, non-skilled employees, with at least one (1) year's seniority may make written application to their supervisor in accordance with Paragraph (b) below, stating their desire to work during the period of temporary layoff when the work in their respective equalization group decreases. The applicants with the longest plant-wide seniority within their respective equalization group will be retained. If there is not sufficient manpower from those who have made application, the employees with the least seniority over one (1) year who have not made application will be retained. This is with the understanding that employees with less than one (1) year's seniority and employees not fully capable of doing the work will not be retained to replace employees who have not filed applications to work. This provision is also applicable to employees in skilled classifications except that the employees' skilled trades seniority dates rather than their plant-wide seniority dates will be used in determining their order of layoff and recall.
- (b) Employees with more than one (1) year's seniority may make separate application with their supervisor to work. Such applications shall be accepted at the same time as vacation applications and will be valid until the next vacation application period. However, eligible employees may file an application or cancel, in writing, an existing application at any time subsequent to the application period. This is with the understanding that such application will not be valid until the first Monday following one (1) complete pay period.
- (c) If the temporary layoff continues for a period of more than thirteen (13) weeks, the provisions of the Permanent Layoff and Recall Procedure Section(s) of this Agreement will apply no later than the beginning of the third pay period thereafter, except that the aforementioned thirteen (13) week period may be extended by written local agreement between the parties.
- (d) When it is known in advance that a temporary layoff will exceed 30 days in duration, skilled trades employees will be combined on a plant-wide basis by classification in order of their skilled trades entry

date for the purposes of administering the temporary layoff provisions. When it is known in advance that the duration of a temporary layoff will be less than 30 days, the current procedures for administering a temporary layoff will be utilized.

- (e) Alterations to the program schedules have occasionally necessitated significant alterations to return to work dates as provided in Paragraph 28(c). In those instances when a layoff exceeds sixty (60) days, an employee will be permitted to revise this Paragraph 28(b) application selection. In the event that the application of this provision results in a significant hardship to an employee, Management will review the circumstances on an individual basis.

- (29) As work becomes available within their equalization group during or following a temporary layoff as defined in Paragraph (28) above, employees with greater than one (1) year's seniority will be recalled as follows, providing they are capable of doing the available work.
 - (a) Employees who have made application to work and who have been laid off will be recalled in seniority order.
 - (b) Employees who did not make application to work and were laid off will be recalled in reverse order of seniority.
 - (c) Thereafter, employees with less than one (1) year's seniority will be recalled in seniority order.
 - (d) The provisions of Paragraph's (28) and (29) above will not form the basis for any liability on the part of Management.

LABOR DISPUTE WITHIN CORPORATION

- (30) In the event of a labor dispute in some other plant of the Corporation, which affects this plant, it is understood that employees will be sent home by seniority in the equalization group.

PERMANENT LAYOFF AND RECALL PROCEDURE

OTHER THAN SKILLED TRADES

(31) The following procedures are applicable to reductions in force which result in the permanent layoff of employees:

- (a) Employees not needed in non-interchangeable occupational groups will be transferred from their group in line with their seniority to work that they are capable of doing as comparable to the work that they have been doing as may be available.
- (b) The seniority of employees transferred because of a reduction in force will be carried into the occupational group to which they are transferred effective the date of transfer.
- (c) Employees reduced from non-interchangeable occupational groups who have insufficient seniority to remain at work will be laid off, or placed in any special status as may be provided in the National Agreement, in line with their seniority, providing that the remaining employees are capable of doing the available work.
- (d) Employees who are placed on permanent layoff status, or other status as may be provided in the National Agreement, in accordance with the above provisions will be recalled to work in the non-interchangeable occupational group to which they retain recall rights, on the basis of their plant seniority, provided that they are capable of performing the available work.
- (e) Placements made in accordance with the above provisions will be completed as soon as practicable, but in any event, within ten (10) working days.

(32) Within thirty (30) working days following the date of permanent layoff, employees reduced with greater seniority than employees working on a job in a non-interchangeable occupational group may make application at the Employment Department to displace shorter seniority employees within thirty (30) working days following the date of application provided the applicants are capable of performing the work.

- (a) In periods of mass layoffs where it is determined that a longer period of training is required, management and the shop committee will meet and mutually agree upon the time period which could be extended in order to have a more controlled leveling to prevent an adverse impact on product quality.
 - (b) Employees may be retained out of line of seniority for training purposes for a period of (30) working days unless it is determined by management and the shop committee that a longer period of time is needed for jobs that require extensive training.
 - (c) The above procedure will not interfere with any employee's promotional rights.
- (33) Employees who are placed on permanent layoff status in accordance with the above provisions will be recalled to work in the occupational group to which they retain recall rights on the basis of their plant seniority, provided they are capable of performing the available work.

SKILLED TRADES - Journeymen

- (34) Skilled trades are reduced by their skilled trades classification seniority at the time of layoff, provided the remaining employees can do the work. When the number of journeymen required in each classification is determined, then the excess journeymen in each classification are moved by their classification seniority to other skilled job classifications, if any, in their skilled non-interchangeable occupational group provided they can do the available work.
- (35) Journeymen in the "Machine Repair-Machinist" classification will be reduced from their skilled trades non-inter-changeable occupational group in accordance with their skilled group seniority. Such employees, however, may apply for placement in the seniority groups indicated below in accordance with the procedure outlined in Paragraph (32). Employees who do not file for placement in other seniority groups in accordance with these provisions will be entitled to recall only to openings in the non-interchangeable occupational group in which they hold seniority.

"Machine Repair Machinist"—"Contour Machine" (Red Circled Group)

- (36) In the event that employee applicants have insufficient seniority to be placed in accordance with the provisions of Paragraphs (32) or (34) above they will be considered, seniority permitting, for recall to their former skilled trades non-interchangeable occupational group, to skilled trades non-interchangeable occupational group(s) in which placement was requested, in accordance with the provisions of Paragraph (33) above as openings occur.
- (37) The seniority of employees who are placed in other skilled trades seniority groups in accordance with the provisions of Paragraph (34) and (35) above, will be carried into the new group effective with the date of reassignment. However, such employees will retain the right of recall to their former skilled non-interchangeable occupational group in line with their skilled trades seniority date.

SKILLED TRADES - Apprentices

- (38) For the purpose of layoff and rehire, apprentices will be laid off directly from their non-interchangeable occupational groups and classifications in line with their skilled group date of entry, provided, however, that such employees may file applications as outlined in Paragraph (37) to be combined for placement within their classifications. Thereafter, within thirty (30) days of the effective date of layoff, such applicants will displace the lowest date of entry employees within their classifications, providing the applicants have a greater skilled trades group date of entry than apprentices who are to be displaced and the applicants are fully capable of performing the available work.

**SKILLED TRADES – General
GENERAL PROVISIONS**

- (39) Except as provided in Paragraph (73)(a) of the National Agreement, when an employee is transferred from a classification outside of the bargaining unit covered by this Agreement to a classification within the bargaining unit covered by this Agreement, the employee will be credited with accumulated seniority, provided the employee was previously employed in a classification in this bargaining unit and provided further that the employee's employment service with the Metal Fabricating Division Flint Tool & Die Plant has remained unbroken.
- (40) An employee who is transferred from a classification in the bargaining unit covered by this Agreement to a classification represented by Unions other than the U.A.W.A. or U.P.G.W.A. will, upon returning to a classification in this bargaining unit, return as a new hire, except as provided in the National Agreement.
- (41) No provisions of this Agreement shall be retroactive prior to the date hereof unless otherwise specifically stated herein.
- (42) Any supplements to, modifications of, changes, or additions to this Agreement, as written and approved, must be submitted to the Industrial Relations Staff of Metal Fabricating Division Headquarters and the Corporation and the International Union for approval.

**NON-INTERCHANGEABLE
OCCUPATIONAL GROUPINGS**

In accordance with the provisions of Paragraph (59) of the National Agreement, the following are non-interchangeable occupational groups. Employees will establish seniority therein in accordance with the provisions of Paragraph (62) of the National Agreement, unless otherwise specified.

NON-INTERCHANGEABLE OCCUPATIONAL GROUPS

GROUP 1

Die Maker - Leader
Die Maker

GROUP 2

Machinist Tool and Die Room Contouring/Leader
CAM Program Developer/Skilled Group Leader CPD
Planning Room

NOTE 1: For the purpose of layoff and rehire, employees assigned to the "Machinist - Tool and Die Room - Contouring" classification or to the Planning Room will be able to apply for placement in Group 1, in accordance with the provisions of Paragraph (37) of this Agreement.

NOTE 2: It is understood that employees classified "Die Maker - Leader", other than those assigned to the Planning Room, will be expected to perform traditional "Die Maker" assignments in addition to their responsibilities as a "Die Maker - Leader".

NOTE 3: Employees transferred into the "Cam Program Developer" classification will retain and accumulate seniority in the non-interchangeable group from which they were transferred for a maximum of twelve (12) continuous months. For employees who remain in the "Cam Program Developer" non-interchangeable occupational group for a period of twelve (12) continuous months the employee's skilled trades seniority date will then be credited to the employee in the "Cam Program Developer" non-interchangeable occupational group. In the event of a permanent reduction in force within the "Cam Program Developer" classification, employees so classified will be transferred to the classification they formally held prior to their reclassification to the classification.

DIE CONSTRUCTION SUPPORT

- (1) Electrician / Leader
- (2) Millwright / Leader
- (3) Carpenter/Painter
- (4) Pipefitter / Leader
- (5) Tinsmith / Leader
- (6) Welders - Industrial

OTHER GROUPS

- (1) Oiler Machinery Maintenance/Sanitation
- (2) Crane Operator - Bridge - Overhead Cab
- (3) Crib and Die Attendant
- (4) Cutter Grinder
- (5) Machine Repair - Leader; Machine Repair Machinist
- (6) Machinist-Tool & Die Room – Contouring – Small Machines

This Agreement supersedes the February 26, 2000 Local Seniority Agreement and all supplements thereto, which are hereby terminated.

This Local Agreement is subject to written notice of ratification to Management by the Local Union not later than the 11th day of October, 2003. After notice of ratification is received from the Local Union, this Agreement will be effective as provided herein upon approval of the Industrial Relations Staff of Metal Fabricating Division Headquarters and the General Motors Corporation and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

This Agreement shall continue in full force and effect until terminated in whole or in part by either party or changed by consent of both parties. If either party desires to cancel, modify or change this Agreement, it shall at least sixty (60) days prior to the date when it proposes such cancellation, modification or change become effective, give notice in writing of the proposed cancellation, modification or change to the other party. Within ten (10) working days after receipt of notice to modify or change this Agreement, a conference will be arranged to negotiate the proposal. This Agreement will be effective as provided for herein upon approval of the General Motors Corporation and the International Union, UAW.

In witness to this Agreement, consisting of thirteen typewritten pages, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 26th day of September, 2003.

[REDACTED] MFD Flint Tool
and Die Unit
Local 659
U.A.W.

[REDACTED] Larry A. Sills

[REDACTED] Mitchell T. Sanford

[REDACTED] Wayne R. Clontz

MFD-Flint Tool
and Die Plant
General Motors
Corporation

Sally A. Flewelling

Anthony D. Suggs

Dwight D. Kniceley



**GENERAL MOTORS
CORPORATION
METAL FABRICATING DIVISION
FLINT TOOL and DIE PLANT**

**LOCAL GRIEVANCE
AGREEMENT**



**GENERAL MOTORS CORPORATION
METAL FABRICATING DIVISION
FLINT TOOL AND DIE PLANT**

**LOCAL GRIEVANCE
PROCEDURE AGREEMENT**

THIS AGREEMENT entered into this 26th day of September, 2003, between Metal Fabricating Division, Flint Tool and Die Plant of General Motors Corporation, and the Flint Tool and Die Unit of Local 659 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America. It is agreed between the two parties as follows:

- (1) The District Committeeman is to take up the grievance with the employee's Supervisor according to the Grievance Procedure and the Section on Representation as outlined in the National Agreement dated September 18, 2003.
- (2) The District Committeeman shall process the grievance in accordance with the grievance procedure as outlined and shall discuss it with a higher member of supervision. If not adjusted at this step, the Committeeman shall discuss the grievance with the Superintendent. The Plant Superintendent will bargain grievances at the Third Plant Step of the Local Grievance Procedure in a manner that is timely and without undue delay.
- (3) The Chairman of the Shop Committee shall notify the Labor Relations Department not later than 8:00 a.m., Tuesday, of those grievances that are appealed to the Shop Committee and which will be bargained with Management on the following Wednesday.
- (4) Management shall give verbal answers, when possible, to grievances after discussion in Shop Committee Meetings. A sincere attempt will be made to give written answers on grievances in accordance with Paragraph (36) of the National Agreement. Extension of time at these steps shall be by mutual agreement.
- (5) At the next meeting of the Shop Committee, the first order of business shall be to approve the minutes of the last meeting. If corrections are necessary, such corrections are to be made by mutual consent. Minutes of meetings

will be considered official when approved and initialed and exchanged by both parties. After approval, the minutes will be issued to Committeemen.

- (6) When Committeemen attend Shop Committee Meetings during hours other than their regular work shifts, they shall adjust their regular shift hours accordingly.

SHOP COMMITTEE SUBSTITUTION

- (7) In accordance with Paragraph (25) of the National Agreement which provides that appointment of Shop Committeemen shall be given in writing to Management, it is not deemed advisable to abridge these provisions; therefore; when a substitution is necessary for one entire shift or more, it shall be done by written notice covering each individual case. Such notification to Management shall contain the name of the substitution, the duration of the Shop Committeeman's absence, and the fact that the employee shall resume duties as a Shop Committeeman upon return to the plant. If such return to the plant is changed from that time designated in the first letter, then a second letter shall be written advising Management of such change preceding the individual's return.

- (8) A District Committeeman may be substituted for a Shop Committeeman for a period of one shift or more, but not for less than one shift. In such an instance, the Alternate District Committeeman will replace the District Committeeman while the latter is functioning as a Shop Chairperson. The shift starting and ending time provision of Paragraph (22)(a) of the National Agreement will not be applicable to substitute Shop Committeemen.

GRIEVANCE PROCEDURE - GENERAL PROVISIONS

- (9) Bargaining at the plant steps of the local grievance procedure will be conducted in a prompt and businesslike manner and atmosphere without outside interruptions, except in the case of an emergency.
- (a) On the basis that adequate and accurate knowledge of the true facts of a situation will eliminate misunderstandings; and in the interest of resolving complaints at the earliest possible step with the

mutual desire of the parties to not have to reduce a complaint to writing, the District Committeeman will be allowed to investigate with another employee or a member of supervision in the Committeeman's district who has information regarding a complaint. In the event the employee or supervisor who has information is outside the district, arrangements will be made for an interview.

- (b) Grievances involving claims of a violation of the Local Wage Agreement, matters of general contractual interpretation; and the application of the National or Local Agreement, which apply to large but well-defined groups of employees, should be filed as policy grievances at the Supervisor or Shop Committee Step of the procedure, depending upon their scope. It is understood that policy grievances are not generally to be used as a substitute for individual grievances.

- (10) In accordance with Paragraph (30) of the National Agreement, it is mutually agreed and understood that "another Committeeman" means the Shop Chairperson, that he may enter the bargaining procedure at this point to assist the District committeeman in the handling of the grievance with higher supervision, which may be either with or without the aggrieved party. In such instances, the District Committeeman will be charged with the bargaining time.
- (11) Information regarding an individual employee's prior disciplinary record under discussion in the grievance procedure will be made available promptly in the plant.
- (12) Grievances regarding disciplinary layoffs or discharges that are not resolved at the Plant Steps of procedure and which are otherwise timely in accordance with the provisions of Paragraph (77) of the National Agreement will be considered timely, if properly appealed under the procedure contained herein, to the next Shop Committee Meeting.
- (13) When an employee has reported to the plant and has not been notified of being discharged or released, and the employee requests Union Representation, such representation will be provided.

This Local Agreement is subject to written Notice of Ratification to Management by the Local Union not later than the 11th day of October, 2003. After notice of ratification is received from the Local Union, this Agreement will be effective as provided herein upon approval of the Industrial Relations Staff of Metal Fabricating Division Headquarters and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

This Agreement shall continue in full force and effect until terminated in whole or in part by either party or changed by consent of both parties. If either party desires to cancel, modify or change this Agreement, it shall at least sixty (60) days prior to the date when it proposes such cancellation, modification or change become effective, give notice in writing of the proposed cancellation, modification or change to the other party. Within ten (10) working days after receipt of notice to modify or change this Agreement, a conference will be arranged to negotiate the proposal.

In witness of this Agreement, consisting of four typewritten pages, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 26th day of September, 2003.

MFD Flint Tool
and Die Unit
Local 659
U.A.W. Corporation

MFD-Flint Tool
and Die Plant
General Motors

Larry A. Silfs

Sally A. Flewelling

Mitchell T. Sanford

Anthony D. Suggs

Wayne R. Clontz

Dwight D. Kniceley

**GENERAL MOTORS
CORPORATION
METAL FABRICATING DIVISION
FLINT TOOL and DIE PLANT**

**LOCAL SHIFT PREFERENCE
AGREEMENT**



**GENERAL MOTORS CORPORATION
METAL FABRICATING DIVISION
FLINT TOOL AND DIE PLANT**

LOCAL SHIFT PREFERENCE AGREEMENT

This Agreement entered into this 26th day of September, 2003, between Metal Fabricating Division, Flint Tool and Die Plant of General Motors Corporation, and the Metal Fabricating Division – Flint Tool and Die Unit of Local 659 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America. It is agreed between the two parties as follows:

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 have sufficient flexibility to give full protection to efficiency of operations under all circumstances and conditions.

- (1) Employees with a minimum of six month's seniority may make application in writing to their supervisor on forms supplied by Management for transfer to a preferred shift or shifts. In the event that an applicant indicates a desire for transfer to more than one shift, one of the selections must be designated as preferred.
- (2) Such applications will be for transfer to an equal or lower rated job on the desired shift(s) in the same department and seniority group or non-interchangeable occupational group where the employees are working at the time of the adjustment. The shift preference applicants, seniority permitting, will interchange with employees in that department and seniority group or non-interchangeable occupational group on the desired shift giving preference for equal rated jobs to the longest seniority applicant. New hires are subject to being displaced after their first thirty days of employment.
- (3) In the event that applicants have sufficient seniority to become eligible for transfer to their preferred shift and to the shift designated as their secondary selection, consideration will be given to transfer to their preferred shift only.

- (4) Waiver of shift preference application for transfer request must be completed one week in advance prior to the week in which the shift preference is to be honored.
- (5) Shift changes will be made as soon as possible and in any event no later than two full pay periods (Monday through Sunday) after the employee becomes eligible for transfer, subject to the following provisions:
- (a) Applicants must be fully qualified to satisfactorily perform the work on their preferred shift.
- (b) The employees whose jobs may be taken by applicants, must be fully qualified to satisfactorily perform the jobs vacated by the applicants. (Whenever possible, notification to such employees will be made before the end of the first hour after lunch of the shift prior to the change.)
- (c) Changes in shift are normally accomplished on Monday. However, in complying with the above provisions, it will not be necessary to transfer employees to another shift before a shift commencing twenty-four hours after the end of their last previously worked shift.
- (6) Applicants who are transferred to a requested shift may not make application for a further shift transfer for a period of three (3) months from the date the transfer request is honored. It is understood that employees may elect to transfer under these provisions up to a maximum of two (2) times in any calendar year.
- (a) Paragraph (6) above will be waived for employees who are transferred to a preferred shift at the time of, or preceding the establishment of a new shift not available at the time of the transfer request.
- (7) When as a result of a shift preference application of another employee, or as a result of a permanent manpower adjustment, any employee is involuntarily transferred to a shift other than the shift on which the employee was working, the employee so transferred will be permitted to file a regular shift preference application for transfer to another shift(s), providing the employee otherwise qualifies. Such

applications shall then be considered with those already on file under Paragraphs (2) or (3) above.

- (8) For the purposes of Shift Preference, when two or more other than skilled employees have the same seniority date, seniority will be determined by alphabetical order of the employees' last names (A to Z).
- (9) Paragraph (2) above will not be applicable in the event an opening is filled by a longer seniority employee transferred between groups in a permanent adjustment of manpower on that shift.
- (10) In applying the provisions of Paragraph (2) above in skilled trades classifications, when two or more journeymen have the same adjusted seniority date, the employee with the longest general plant seniority will be given preference.
- (11) If an applicant is transferred to another group, their shift preference application will be considered valid in their new group for the purpose of applying Paragraph (2) above.
- (12) It is recognized that under certain hardship circumstances, it may become necessary for an employee to request a temporary change of shift. (This does not apply to conditions such as lack of a baby sitter, transportation problems, etc.) Such request shall be made in writing to the Supervisor on forms supplied by Management, stating the reason for the request and the length of time for which the change is desired. Consideration will be given to deserving applicants who may be temporarily transferred for a specific period, not to exceed four weeks, as follows:
 - (a) To any vacant job that may exist in the employees seniority group on the shift desired that the applicant can do.
 - (b) If no vacancy exists, the applicant will displace the lowest seniority employee in the seniority group within the plant on the desired shift for the approved length of time, subject to provisions of Paragraph (5)(a) and (b) above.

(c) An extension may be granted such employees upon providing acceptable proof that the hardship circumstances justify an extension.

(13) In true emergencies caused by such situations as absenteeism, expansion, or contraction on the number or size of the shifts, any major manufacturing change or shortage of material, "temporary transfers" may be made without regard to seniority or shift preference. For the purpose of this Agreement such "temporary transfer" shall not be for a period in excess of thirty (30) days; however, any situation which may require such a transfer beyond thirty (30) days will be discussed with the Shop Committee after which the period may be further extended by mutual agreement. In the event the period is not extended by mutual agreement employees who then make their desires known will be returned to their former shift. It is understood that "temporary transfers", as referred to above, shall apply only to this Agreement.

(14) Employees may be assigned to any shift for the purpose of being trained for a job and will not be subject to shift change under this Agreement until training is complete. Also, in the event that it is necessary that longer seniority employees are needed on any shift other than the one on which they are working, such employees will work on the shift on which they are needed as long as their services on that shift are required or until such time as shorter seniority or temporary employees capable of doing the job are available for replacement. For the purpose of this Agreement such transfers shall not be for a period in excess of forty-five (45) days; however, any situation which may require such a transfer beyond forty-five (45) days will be discussed with the Shop Committee after which the period may be further extended by mutual agreement. In the event the period is not extended by mutual agreement, employees who then make their desires known will be returned to their former shift.

(15) Transfers contemplated in accordance with the provisions of Paragraphs (13) and (14) above, shall be discussed with the Shop Committee in advance of the transfers, as far as practicable.

(16) In the event there is a vacancy for which there is a conflict between one employee's promotional rights and another employee's shift preference rights, the employee with the longest seniority date will be given preference in filling the vacancy.

(17) It is understood that the shift preference provisions contained herein shall not conflict in any way with National or Local Agreements.

This Local Agreement is subject to written notice of ratification to Management by the Local Union not later than the 11th day of October, 2003. After notice of ratification is received from the Local Union, this Agreement will be effective as provided herein upon approval of the Industrial Relations Staff of Metal Fabricating Division Headquarters and the General Motors Corporation and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

This Agreement shall continue in full force and effect until terminated in whole or in part by either party or changed by consent of both parties. If either party desires to cancel, modify or change this Agreement, it shall at least sixty (60) days prior to the date when it proposes such cancellation, modification or change become effective, give notice in writing of the proposed cancellation, modification or change to the other party. Within ten (10) working days after receipt of notice to modify or change this Agreement, a conference will be arranged to negotiate the proposal. This Agreement will be effective as provided for herein upon approval of the General Motors Corporation and the International Union, UAW.

In witness to this Agreement, consisting of five typewritten pages, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 26th day of September, 2003.

MFD Flint Tool
and Die Unit
Local 659
U.A.W. Corporation

Larry A. Sills

Mitchell T. Sanford

Wayne R. Clontz

MFD-Flint Tool
and Die Plant
General Motors

Sally A. Flewelling

Anthony D. Suggs

Dwight D. Kniceley

**GENERAL MOTORS
CORPORATION
METAL FABRICATING DIVISION
FLINT TOOL and DIE PLANT**

**LOCAL AGREEMENT REGARDING
THE ADMINISTRATION OF
PARAGRAPH 71
OF THE NATIONAL AGREEMENT**

**GENERAL MOTORS CORPORATION
METAL FABRICATING DIVISION
FLINT TOOL AND DIE PLANT**

**LOCAL AGREEMENT REGARDING
THE ADMINISTRATION OF
PARAGRAPH 71
OF THE NATIONAL AGREEMENT**

The following provisions are not to conflict in any way with the principles contained in Paragraph (71) of the National Agreement.

- (1) For the purpose of applying the provisions of Paragraph (71) of the National Agreement, equalization groups will be established by classification within a department on the same shift, with the exception that planning room employees will constitute a separate equalization group.
- (2) Information concerning equalization status will be openly displayed within the department on a sheet so that employees involved may check their standing. Equalization of hours records shall be kept on a continuous basis. At the beginning of each year, the employee lowest in hours will be given zero hours and the rest of the group will be adjusted accordingly.
- (3) Hours will be credited in terms of pay hours involved. (Example: One hour at straight time equals one credit hour; one hour at time and one-half equals one and one-half credit hours; one hour at double time equals two credit hours.)

Employees who accept full shift overtime during partial crew schedules and subsequently do not work on those shifts will be charged double the hours shown above for all those available hours. This provision will not be applied in instances where an employee substantiates that their presence was required for an emergency hospitalization of a relative defined in Paragraph 218 (b) of the National Agreement.
- (4) An employee who works on a paid holiday shall be credited only for hours paid under the Working Hours Section and not for hours paid under Paragraph (203) of the National Agreement.

(5) When overtime hours are available to an employee and the employee is absent or fails to work for any reason, the hours available to the employee shall be credited as if the employee had worked, except that hours shall not be credited under the following circumstances:

- (a) Hours lost due to compensable injury or occupational disease.
- (b) Hours lost because of actively serving on jury duty in accordance with Paragraph (218) of the National Agreement.
- (c) Hours lost when attending required military training function
- (d) If an employee is called by Management for work after the employee has left the plant at the close of the shift and the employee declines such work. Problems arising in applying this policy will be discussed at the Shop Committee Step of procedure.
- (e) Daily overtime hours lost on dates an employee receives bereavement pay. This includes available weekend or holiday overtime that any bereavement dates adjoin.
- (f) Daily hours lost while attending Joint functions.
- (g) When overtime hours are made available to an employee and the employee declines the offer of overtime when that work is in a classification other than his or her regular job classification, or full shift hours offered on another shift, such hours declined will not be charged to the employee.
- (h) Hours lost during the period of a temporary layoff as defined in Paragraphs (12)(d) or (12)(e) of the Local Seniority Agreement for one (1) full week or less.

(6) Employees on an authorized leave of absence or on a temporary layoff in accordance with the provisions of Paragraph (12) of the Local Seniority Agreement for a period of thirty (30) days or less will have the hours that would have been available credited as provided in Paragraph (5) above. Employees on such leave of

absence or temporary layoff for more than thirty (30) days shall cease to have available hours credited, and upon returning to any equalization group, will be credited with the average hours of the group.

- (7) Upon assignment, a newly graduated apprentice will be given the average hours of the equalization group.
 - (a) An apprentice (initially being assigned, or subsequently recalled to skilled trades), and journeymen being recalled from a non--skilled group, or the JOBS Bank will be given the average hours of the equalization group to which the employee is assigned.
- (8) Upon assignment, a temporary employee, or a seniority employee returning from permanent layoff or work for one full shift or more outside the bargaining unit will be credited with the highest hours of any equalization group.
- (9) When an employee is permanently transferred or permanently assigned from one equalization group to another, the employee shall be given the average hours of the equalization group to which assigned.
- (10) Employees temporarily assigned to work in a different equalization group will continue to equalize hours within their regular group except that after working in the new group during all regular available hours of the pay period (Monday through Sunday), they will at the end of the shift on Sunday be given the average hours of the new group and will be considered as a member of that group for purposes of equalization. In applying this paragraph, holidays will be considered as dates that the employee was assigned in the new group.

Employees who establish temporary status in a new group in accordance with this paragraph (Monday through Sunday) will not be scheduled to work weekend overtime in their former group until after all other available members of the employee's regular group have been offered the opportunity to work. Employees, upon returning to their regular group, following completion of a temporary assignment of less than thirty (30) days, will be credited with all available hours from the temporary assignment.

(11) Until such time as an employee becomes a member of a new group under Paragraph (10) above, all available overtime hours shall be charged in the employee's regular equalization group.

(12) Shop Committeemen and District Committeemen shall not be considered as within any equalization group. When the employee ceases to be a Committeeman, the employee shall be credited with the average hours of the group to which assigned.

If employees serve temporarily as District Committeemen for less than one full pay period, their accumulated hours status in their respective equalization group will not change. If they serve as Committeeman for one full pay period or more, their hours status will be adjusted to the average of the group upon return to the group.

(13) When scheduling full shift overtime only, journeymen in current skilled equalization groups will be afforded the first opportunity to perform this overtime work. Thereafter, and providing it does not interfere with their Shop Training Schedule, apprentices, while currently associated with such equalization groups will be offered the remaining overtime hours in that skilled trades equalization group. It is further understood in applying the provisions of the above paragraph that some delay will be encountered at the point an employee acquires journeyman status. Further, based on these employees being so scheduled, there can be no correlation between the hours standing of employees in different status in the overall group.

(14) In accordance with Paragraph (141)(a) of the National Agreement, apprentices may be assigned to overtime work, excluding full shift overtime, when all journeymen and employees in the apprentices' classification on the shift to which the apprentice is regularly assigned are either scheduled to work overtime or have had the opportunity to work overtime.

(15) It is the purpose of Paragraph (71) of the National Agreement to equalize overtime work among the employees engaged in similar work as far as practicable. Therefore, as a general rule the employees of the group who are among those lowest in hours who can do the job should be given overtime assignments as far as practicable.

- (16) If Management or the Shop Committee desires to modify the equalization groupings herein, the matter will be handled at the Shop Committee Step of procedure.
- (17) As of the effective date of this Agreement, the existing hours will be continued except that when groups are modified herein, the accumulated hours of such equalization groups will be established as zero hours unless some other mutually satisfactory arrangement is made at the Shop Committee Step of procedure prior to the effective date.
- (18) When calculating the average hours of an equalization group the following employee's hours will not be included if there is more than a 20 hour differential between them and the next employee on the list:
- Nationally appointed Document 46 or Benefits Representatives
 - Employees who have been on a compensable leave of absence
 - Alternate Committeeperson

This Local Agreement is subject to written notice of ratification to Management by the Local Union not later than the 11th day of October, 2003. After notice of ratification is received from the Local Union, this Agreement will be effective as provided herein upon approval of the Industrial Relations Staff of Metal Fabricating Divisional Headquarters and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

This Agreement shall continue in full force and effect until terminated in whole or in part by either party or changed by consent of both parties. If either party desires to cancel, modify or change this Agreement, it shall at least sixty (60) days prior to the date when it proposes such cancellation, modification or change become effective, give notice in writing of the proposed cancellation, modification or change to the other party. Within ten (10) working days after receipt of notice to modify or change this Agreement, a conference will be arranged to negotiate the proposal.

In witness of this Agreement, consisting of five typewritten pages, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 26th day of September, 2003.

[REDACTED] MFD Flint Tool
and Die Unit
Local 659
U.A.W.

[REDACTED] Larry A. Sills

[REDACTED] Mitchell T. Sanford

[REDACTED] Wayne R. Clontz

MFD-Flint Tool
and Die Plant
General Motors
Corporation

Sally A. Flewelling

Anthony D. Suggs

Dwight D. Kniceley

MFD FLINT TOOL AND DIE PLANT

STATEMENT OF POLICY - PARAGRAPH 71 ADMINISTRATION

1. DISTRIBUTION OF OVERTIME

In those areas where multi-shift operations are conducted, Paragraph 71 equalization records will be maintained in a manner to permit *inter-shift comparisons*. As a matter of operating policy every effort will be made to distribute overtime work opportunities between shifts where customer quality and schedule (delivery) requirements can be efficiently met.

2. SCHEDULING

The parties recognize that schedules constantly fluctuate due to a variety of reasons. Every effort will be made to advise employees as far in advance as possible of necessary overtime to ensure a minimum of disruption to their personal plans and requirements. Offers of unscheduled overtime that arise during the last two hours of an employee's scheduled shift will be on an optional basis.

3. ADMINISTRATION

The Union was advised that a standardized format will be developed for the recording and posting of overtime hours in all groups. When developed, these records will be posted weekly and available for employee review. The Union was also advised that management is committed to fair and consistent assignment of overtime to employees in the group who are among those lowest in hours. It is expected that any deviation from this policy will be justified to the employees stating a business reason for such denial. Problems with the administration of this policy should be brought to the attention of Labor Relations.

4. TRAINING

To the extent practicable, on-site training will be set up in such a way as to allow employees assigned to training to be available for overtime hours in their respective equalization groups. In the event such arrangements are not feasible, it is not Management's intent to either advantage or disadvantage employees on such assignments.

Consistent with the above, the following procedure has been placed in effect to address weekend overtime assignments for employees attending off-site training:

A sign-up sheet will be provided for employees interested in working weekend overtime hours in their respective equalization group at off-site training. A plant representative will collect this sheet and submit it to the respective plant(s).

On Thursday or Friday, a plant representative will return to the off site classroom to notify employees if weekend work is available. Employees who signed the overtime sheet and are in line to work will be charged the available overtime hours whether worked or declined.

Employees who do not sign the overtime sheet, or are not in line to work, will not be charged the available overtime hours.

In instances brought to Management's attention by the Shop Committee where the above guidelines are not practicable, and a workable solution cannot be reached between the parties, overtime hours available to such employees will not be charged unless worked or declined.

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**GENERAL MOTORS
CORPORATION
METAL FABRICATING DIVISION
FLINT TOOL and DIE PLANT**

LOCAL WAGE AGREEMENT

PREFACE



**GENERAL MOTORS CORPORATION
METAL FABRICATING DIVISION
FLINT TOOL & DIE PLANT**

LOCAL WAGE AGREEMENT

PREFACE

- (1) The classifications and base rates herein listed constitute the Wage Agreement at this location as of September 26, 2003.
- (2) This Agreement cancels and supersedes all previous Local Wage Agreements including supplements.
- (3) Hiring Rates will be governed by Paragraphs (98) and (99) of the National Agreement between General Motors Corporation and the United Automobile, Aerospace and Agricultural implement Workers of America.
- (4) Reinstatements with seniority will receive the job rate.
- (5) Call-in-Pay, Straight Time, Time and one-half and Double Time, will be paid in accordance with the provisions of the National Agreement.
- (6) **POLICY OF RATES ON TRANSFER**
 - (a) Employees transferred to a higher rated job on which they have had previous experience for one hour or more will be paid the rate of the job to which transferred for all time worked on that job providing they meet standard requirements for an average employee on that job.
 - (b) Employees permanently transferred to a lower rated job will be paid the rate of the job at the time of transfer.
 - (c) Employees whose job assignments are such that they continuously alternate between work in two or more different classifications during the shift, will be paid the rate of the highest classification for all time spent on the alternating job assignment.

Employees transferred to a different classification and rate because of their assignment under Paragraph (6)(c) above, will be considered members of the new classification for rate purposes only.

- (d) Temporary employees transferred or assigned to a higher or lower rated job or to a job assignment under Paragraph (6)(c) above, will receive the applicable rate below the rate for that job to which assigned in accordance with Paragraph (98) of the National Agreement.

(7) POLICY ON SKILLED TRADES

- (a) Journeymen will be paid in accordance with the provisions of Paragraph (181)(a) of the National Agreement.

FLINT TOOL AND DIE WAGE RATES

NON-SKILLED

Classification	Job Code	Wage Rate		
		10/06/03	9/19/05	9/18/06
Crane Operator	2000	25.94	26.46	27.25
Crib and Die Att.	7162	25.71	26.22	27.01
Oiler Machinery Maint/Sanit.	4221	25.71	26.22	27.01

SKILLED

Classification	Job Code	Wage Rate		
		10/06/03	9/19/05	9/18/06
CAM Program Developer	7804	30.58	31.19	32.13
Skilled Group Leader - CPD	7805	31.11	31.73	32.68
Carpenter/Painter	8330	29.60	30.19	31.10
Cutter Grinder	7790	29.76	30.36	31.27
Die Maker	7800	30.00	30.60	31.52
Die Maker Ldr	7801	30.58	31.19	32.13
Electrician	8350	29.90	30.50	31.42
Electrician Ldr	8351	30.40	31.01	31.94
Industrial Welder	8090	29.92	30.52	31.44
Mach. Contour	7880	30.17	30.77	31.69
Mach. Contour Leader	7881	30.70	31.31	32.25
Machine Repair	7950	29.90	30.50	31.42
Machine Repair Leader	7951	30.40	31.01	31.94

Millwright	8360	29.60	30.19	31.10
Millwright Ldr	8361	30.18	30.78	31.70
Pipefitter	8380	29.60	30.19	31.10
Pipefitter Ldr	8381	30.18	30.78	31.70
Tinsmith	8430	29.60	30.19	31.10
Tinsmith Leader	8431	30.18	30.78	31.70

This Local Agreement is subject to written notice of ratification to Management by the Local Union not later than the 11th day of October, 2003. After notice of ratification is received from the Local Union, this Agreement will be effective as provided herein upon approval of the Industrial Relations Staff of Metal Fabricating Divisional Headquarters and the General Motors Corporation and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

This Agreement shall continue in full force and effect until terminated in whole or in part by either party or changed by consent of both parties. If either party desires to cancel, modify or change this Agreement, it shall at least sixty (60) days prior to the date when it proposes such cancellation, modification or change become effective, give notice in writing of the proposed cancellation, modification or change to the other party. Within ten (10) working days after receipt of notice to modify or change this Agreement, a conference will be arranged to negotiate the proposal. This Agreement will be effective as provided for herein upon approval of the General Motors Corporation and the International Union, UAW.

In witness to this Agreement, consisting of four typewritten pages, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this 26th day of September, 2003.

MFD Flint Tool
and Die Unit
Local 659
U.A.W.

MFD-Flint Tool
and Die Plant
General Motors
Corporation

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Sally A. Flewelling

Mitchell T. Sanford

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Dwight D. Kniceley



**GENERAL MOTORS
CORPORATION
METAL FABRICATING DIVISION
FLINT TOOL and DIE PLANT**

**THIRD SHIFT MEMORANDUM
OF UNDERSTANDING**

THIRD SHIFT MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding between Metal Fabricating Division, General Motors Corporation, Flint Tool and Die Plant, and the Flint Tool and Die Unit of Local 659 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

This Memorandum of Understanding entered into this 26th day of September, 2003, between Metal Fabricating Division, General Motors Corporation, Flint Tool and Die Plant, hereinafter referred to as Management, and the Shop Committee of Metal Fabricating Division, Flint Tool and Die, affiliated with Local 659, International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America hereinafter referred to as the Union.

The purpose of this Agreement is to change "the working week" for all third shift employees and accordingly, the rules for computing overtime premium pay for those employees regularly assigned to third shift operations, except those employees working on necessary continuous seven-day operations and/or other specific third shift operations as may be designated by Management to the Union.

The Paragraph of the "Working Hours" Section of the 2003 National Agreement between General Motors Corporation and the UAW shall apply for these employees except as provided below:

1. FOR THE PURPOSE OF COMPUTING OVERTIME PAY

(82) Employees will be compensated on the basis of the calendar day (midnight to midnight) on which their shift starts working, for the regular working hours of that shift. The employee's working week shall be a calendar week beginning on Sunday at the regular starting time of the shift to which they are assigned.

2. STRAIGHT TIME

(84)(b) For the first forty hours worked in the employees working week, less all time for which overtime has been earned as provided in Paragraphs 3 and 4 below.

(84)(c) For time worked during the regular working hours of any shift which starts on the day before and continues into the day preceding a specified holiday or a Friday.

3. TIME AND ONE-HALF

(85)(a) For time worked in excess of eight (8) hours in any continuous twenty-four (24) hour period beginning with the starting time of the employee's shift, except if such time is worked on a Saturday or on a specified day for which double time is payable as provided for in Paragraph 4 below.

(85)(b) For time worked in excess of forty hours (40) in the employee's working week less all time for which overtime has been earned as provided in this Paragraph 3 and in Paragraph 4 below.

(85)(c) For time worked on any shift that starts on Friday.

4. DOUBLE TIME

(86) For time worked during the first eight (8) hours worked on any shifts that start on Saturday and the day preceding the holidays designated pursuant to Paragraph (86) of the 2003 National Agreement.

For time worked on the calendar Saturday or the day preceding a holiday in excess of the first eight (8) hours worked on any shift that starts on Saturday or the day preceding one of the specified holidays; and for time worked on a Saturday or the day preceding a holiday in excess of eight (8) hours worked on a shift which starts the previous day and runs over into Saturday or the day preceding one of the specified holidays.

5. Exceptions to the above provisions in Paragraph (86) of the National Agreement:

When a holiday falls on Sunday and is observed on Monday (as provided by Paragraph 213) or when a holiday falls on Monday, the local parties may, by mutual agreement, waive the above provisions of this special agreement and Paragraph (86) of the 2003 National Agreement for employees covered by this special agreement who are not required to work on Sunday. In the event of such waiver, employees covered by this special Agreement who are not required to work on Sunday will be paid straight time for hours worked on Monday pursuant to the Paragraph (84)(a) of the National Agreement; and they shall be paid in accordance with the provisions of the Working Hours Section of the

National Agreement for the balance of that calendar week through Saturday.

6. The Local parties may, by mutual agreement, reduce to writing, waive the above provisions as to a specific holiday in which event the provisions of the National Agreement shall apply to hours worked on shifts which start on such calendar holiday.
7. Further, the local parties may, by mutual agreement, reduce to writing, waive the provisions of this agreement and reinstate the applicable provisions of the Working Hours Section of the National Agreement during specific periods. Such action shall not be construed as constituting modification or termination of this agreement under the provisions of Section 9 below. Neither will compliance with the formal reopening provisions of that section be required.
8. In witness whereof, the parties have caused their names to be subscribed by their duly authorized officers and representatives the day and year first above written.
9. If either party desires to cancel this agreement, it shall, at least sixty (60) days prior to the date it proposes that such cancellation become effective, give written notice of the proposed cancellation. If either party desires to change or modify this Agreement it shall give notice in writing. The other party within ten (10) days after receipt of said notice shall either accept or reject the proposal or request a conference to negotiate the proposal.
10. This Agreement is subject to written notice of ratification to Management by the local Union not later than the 11th day of October, 2003. After such notice of ratification is received from the local Union by Management this Agreement will be effective as provided herein upon approval by the Personnel Staff of Metal Fabricating Division Central Office, by General Motors Corporation and the International Union, U.A.W.



MFD Flint Tool
and Die Unit
Local 659
U.A.W.



Larry A. Sills



Mitchell T. Sanford

Wayne R. Clontz



MFD-Flint Tool
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Dwight D. Kniceley



2003 LOCAL DEMANDS



MFD Flint Tool and Die Memorandum of Understanding

Health and Safety

SAFETY IS THE OVERRIDING PRIORITY

Management and the Union are jointly committed to promoting initiatives and activities that will ensure that MFD Flint Tool and Die is a safe, healthy place to work. This commitment is evident from the joint participation at the monthly Plant Safety Review Board meetings.

The goal of reducing and eliminating work place injuries and illnesses is attainable through employee education and training, work place modification and use of appropriate personal protective equipment. In this regard, the parties' support providing the maximum protection available to employees. Consistent use of safety glasses with side shields, hard hats, Kevlar gloves, face shields, full body coveralls and goggles, have all helped to reduce employee exposure to hazards in the workplace.

Management will continue to require compliance with proper use of personal protective equipment, proper application of safe operating procedures, proper application of the Lock-out procedures and Fall Hazard requirements as well as all other programs mandated by Federal and/or State Government, Corporate Policy and Joint Agreements.

The parties are committed to continue to work together to achieve the goal of no injuries or illnesses occurring that are caused by hazards in the workplace.

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MFD Flint Tool & Die Plant
Commitment To The UAW-GM Quality Network
Commitment To Our Future

The parties recognize the importance of the Quality Network process and are committed to its support. A significant element in the Quality Network process is the realization that continuous improvement is essential for current and future success. Organizational changes and changes in business practices and procedures are natural by-products of continuous improvement. The parties support and encourage this to occur.

Change is inevitable as the MFD Flint Tool and Die organization focuses on continuous improvement in all die construction business performance indicators through joint implementation of the processes and standards defined in the Synchronous Die Construction Process and the Die Manufacturing and Quality Standards manuals. Creative and innovative solutions are required in order for us to make these improvements and, ultimately, enhance our job security. The parties are committed to aggressively address these issues as future planning develops.

Future success at the MFD Flint Tool and Die Plant is dependent upon maintaining an environment for creativity, a willingness to change, a joint commitment to practice and truly live the Quality Network beliefs and values, and encouragement and support for implementation of the Quality Network action strategies.

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**Memorandum of Understanding
Document 112- National Agreement
2003 Local Negotiations**

Many of the local agreements, understandings, and lines of demarcation settlements, which have in the past applied to this location have occurred as a result of "production" issues and concerns which surfaced when this location was a part of a larger complex which was primarily dedicated to manufacturing operations. As we are now a separate and much smaller operation, dedicated exclusively to the construction of tools and dies, both parties have a unique opportunity to focus on items of mutual and individual concern. The parties recognize that during the life of this contract, items of concern may arise which will require the parties to review our operations as per the spirit and intent of Document 112 of the National Agreement. The parties are committed to resolve these concerns in a timely manner in support of the synchronous die construction process.

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MFD Flint Tool & Die Plant

Statement of Policy

**Apprentice Program
General Administration**

1. All Apprentices will receive information pertinent to the Apprentice Program prior to their initial Apprentice assignment at an orientation conducted jointly by the local Apprentice Committee. Should a subsequent layoff occur, Apprentices will be notified of the procedures to be followed at the time of layoff. A suitable office for record storage and other legitimate Apprentice Committee business as required will be provided.

2. Supervisory personnel responsible for the supervision of Apprentices will be apprised of the importance and intent of timely Apprentice Reports. Progress Reports received after the tenth of the following month will be marked "late" prior to placement in the Apprentice's folder. Progress reports received late are of little value and seriously diminish the effectiveness of the report, as it pertains to satisfactory or unsatisfactory progress of the employee's training.

Related Training

1. Apprentices who are placed on probation for unsatisfactory performance in their academic related training will be counseled by the Apprentice Committee prior to the next class registration period.
2. Optional related classes will be available for each trade to be offered as electives in order that Apprentices with prior academic credit who elect to waive similar classes, may continue their related training up to the maximum hours provided in Paragraph 145 of the UAW-GM National Agreement.

NOTE: The optional related class or classes agreed upon by the Joint Apprentice Committee will be started before the completion of the 7328 hours of floor training. In the case of Apprentices on first or third shifts, these class or classes must be completed before journeyman status is achieved.

3. Requests for previous credit including requests for academic credit, pertinent to the Related Training Instruction of Apprentices will be reviewed with the Apprentice Committee. The local Apprentice Committee will advise Mott Community College when previous credit is to be awarded at the time that Apprentice records are forwarded to the college. Any subsequent requests for previous credit will be reviewed with the Apprentice Committee before final determination is made.
4. The Apprentice Committee will meet as necessary with representatives of Mott College to discuss matters that affect Apprentices in related training at the college.

5. Apprentice G.P.A. for related training classes will be adjusted every semester to fulfill the related training requirement of the UAW-GM National Agreement and Apprentice Training Agreement for completion to journeymen status.

Plant Training

1. Apprentice shift changes will be made biannually as determined by the joint apprentice committee. These changes afford the apprentice the opportunity to gain diversified experience on each of the primary shifts. Shift assignment may be impacted by the availability of required training courses as outlined in the GM-UAW National Agreement and plant training schedules.

It will be necessary to move apprentices from area to area to gain required hours under the training agreement. The UAW Apprentice Chairman and Management Apprentice Coordinator are responsible for the coordination of this movement of Apprentices. It is mandatory, therefore, that plant supervision contact the Apprentice Coordinator for transfer approval, and discussion with the Apprentice Committee prior to transferring an Apprentice between areas and/or shifts.

2. The recording of apprentice hours for the purpose of period changes and graduation as required by the UAW-GM National Agreement and Apprentice Training Agreement will be handled by the apprentice committee. Weekly hours will be accumulated from payroll records. Apprentice training hours required in specific areas will be tracked and accumulated by the Skilled Trades Departments to insure training hours in all required areas defined in Local and National Agreements. Auditing and checking of these hours will be maintained on a regular basis.

3. The recording of apprentice hours as required by the UAW-GM National Agreement and Apprentice Training Agreement will be handled by the Apprentice committee. Weekly hours will be accumulated from payroll records. Auditing and checking of these hours will be maintained on a weekly basis. Apprentice G.P.A. for related training classes will be adjusted every semester.

4. Under current operating conditions, Apprentices in Master Mechanic trades will be furnished appropriate blueprints or sketches and materials necessary to make specific toolbox items for their use. Time spent on such projects will be charged to the appropriate portion of the Apprentice's training schedule.
5. Safety training is an integral part of overall Apprentice training. The safety-training program that was initiated on October 6, 1981, will be continued and updated as the need arises to comply with applicable National Agreement provisions.
6. Apprentices will receive diversified training and experience in all areas appropriate to their skilled trades classification. Under current operating conditions, apprentices will be moved as required to meet training needs in the areas designated in their shop training schedules.

It is understood that any future changes in the Apprentice Program instituted by the UAW-GM National Skilled Trades and Apprentice Committee may require modification or deletion of the above Statement of Policy in whole or in part.

MFD Flint Tool & Die Plant Statement of Policy

Incapacitated Employees

Management has always recognized the problem of long seniority employees with medical and physical limitations being given consideration for specific job assignment. Management will give job assignments, seniority permitting, to those employees whose medical and physical limitations are supported by proper evidence and there is a job they can do. This is with the understanding that this will not conflict with any controlling Agreements between the parties.

**MFD Flint Tool & Die Plant
Statement of Policy**

Relief

Relief time is afforded to all employees as a matter of right in accordance with the provisions of the UAW-GM National Agreement and other related correspondence between the parties. It is understood that the following must have sufficient flexibility to give full protection to safety and the efficiency of operations under all circumstances and conditions.

Employees assigned to self-relieving operations will not have to ask permission to take their proper entitlement of relief. This is with the understanding that while taking such relief, employees will not interfere with other employees and that during such relief periods employees will comply with all posted Shop and Safety Rules.

All employees will have the right to use the cafeterias and/or dining areas and other areas on the plant premises which are deemed safe while on their relief.

It is further understood that relief time is designed to give employees time away from their jobs at some point during their half shift, and it is not the intent that employees use relief time to increase the amount of their lunch period or as an early quitting time.

This understanding in no way alters any mutually satisfactory in-plant practices now in effect concerning relief.

**MFD Flint Tool & Die Plant
Statement of Policy**

Working Conditions

Management is concerned with providing a clean, safe and healthful working environment for all employees. Plant cleanliness and general housekeeping, however, are not the exclusive responsibility of Management and sanitation personnel. Consistent with this concern, the following policies will be implemented to improve existing conditions and to meet this objective. The cooperation of all employees is required to meet these objectives.

Heaters

A seasonal inspection procedure will be implemented to facilitate the maintenance of heaters. Items to be checked and reported on appropriate check sheets include: pipes, valves, coils, fans, motors and controls, belts, sheaves, bearings, shafts, guards, and steam traps.

A special review of all plant heaters will be undertaken prior to the onset of the cold weather season. This review will be completed during the month of September each year. Defective or inoperative heaters will be repaired or replaced as required, as soon as possible following this review to permit proper functioning at the start of cold weather. An inventory of heater components, including a reasonable supply of replacement units, will be maintained to expedite heater repairs or for in-plant replacement of heater units that require extensive, time-consuming repairs.

Special attention will be given to the heating situation in plant areas such as the shipping and receiving docks where there are large overhead trucking doors. Inoperative heaters will be repaired or replaced. Attention will be given to promptly closing trucker and railroad doors following the receipt or shipment of materials. Where necessary, appropriate windbreaks will be installed and maintained to reduce heat loss at employee workstations located adjacent to overhead doors.

Ventilation-Exhaust-Dust Collection Systems

A regular inspection system will be implemented to facilitate the maintenance of plant ventilation, exhaust and dust collection systems. Examples of items to be checked include:

Ventilation Systems

1. Operation of heating unit
2. Fan
3. Motor and controls
4. Belts, sheaves, bearings, shaft, guards
5. Grill work

Exhaust and Dust Collectors

1. Fan
2. Motor and controls
3. Belts, sheaves, bearings, shaft, guards
4. Pressure differential (where applicable)
5. Duct work

6. Dry collectors
 - a. Dust leakage, accumulation in hopper
 - b. Condition of bags or filters
 - c. Secondary air supply and dust discharge valves
7. Wet collectors
 - a. Sludge conveyor system
 - b. Water and controls
 - c. Moisture eliminator

Prompt attention will be given to the repair of inoperative items to provide proper plant ventilation. Exhaust fans will be installed and/or exhaust system modifications made to provide proper exhausting of product operations. It is management's intent to upgrade the existing Styrofoam collection system, pending corporate funding approval, to eliminate the current problem of excessive Styrofoam dust leakage.

Inspections

A maintenance check sheet will be utilized during the inspections referred to under the headings of "Heaters" and "Ventilation - Exhaust - Dust Collection Systems". These check sheets will be signed by the employee(s) conducting the inspection and a copy of the completed check sheets will be forwarded to the Health and Safety Committee for their review and follow-up.

Paint Systems

Paint systems will be properly maintained and cleaned on a regular basis to provide proper functioning of paint exhaust and ventilation systems.

Windows

Plant windows will be properly maintained. Broken windows will be repaired or replaced.

Fans

Management will continue to review plant problem areas where there are complaints of inadequate air circulation and excessive heat at employee work stations. Appropriate fans will be installed to correct bona fide problem areas that cannot be corrected by other means.

A reasonable supply of fan units will be maintained in order to expedite the installation of new units and/or the replacement of existing units requiring major repair work.

Problems concerning delays encountered with the installation of fans for which Management commitments have been made are to be directed to the Labor Relations Department.

A special review of locker room facilities will be made to ensure that each is provided with adequate exhaust and ventilation systems.

Locker Rooms and Shower Facilities

Locker Rooms will be cleaned and shower facilities will be sanitized daily on days when the plant is in full operation. One additional shower will be added to the first floor men's locker room as discussed during 2003 Local Negotiations.

Rest Rooms

Rest room facilities will be sanitized daily on days that the plant is in full operation in accordance with the following schedule, which in general, provides:

1. Replenish the supply of hand towels, soap and toilet tissue.
2. Cleanse wash basins.
3. Sweep floors
4. Cleanse toilet stools, seats, and urinals.
5. Mop toilet floors with detergent and disinfectant.

In addition, walls and ceilings will be steam cleaned on a monthly basis or as needed. Rest room ventilation systems and other rest room equipment (wash basins, toilets, etc.) will be repaired and properly maintained in accordance with Planned Maintenance schedules. Specific problems should be brought to the attention of Management.

Telephones

Telephones and booths will be cleaned and maintained in a proper sanitary condition.

Eye Wash Stations

Eye wash stations will be properly maintained and cleaned.

Eyeglass Cleaning Stations

Eyeglass cleaning stations will be provided and serviced to provide reasonable employee accommodation for the cleaning of required safety eye protective equipment. A survey will be conducted to ensure that an adequate number of cleaning stations are suitably located to meet existing needs.

Pest Control

A pest control program will be maintained on a regular basis. Specific problem areas brought to Management's attention will be handled on an individual basis. Management will endeavor to advise the Union Health and Safety representative of scheduled extermination efforts so as to address special problem areas.

Drinking Fountains

Drinking fountains will be installed in plant areas where employees do not have reasonable access to existing drinking fountains.

Drinking fountains will be cleaned and kept in a proper sanitary condition. Periodic maintenance and cleaning of drinking fountains will be added to Planned Maintenance schedules.

Drinking fountains will be properly maintained and a reasonable supply of replacement parts and units will be maintained to provide for the prompt repair or replacement of inoperative units.

A special review of drinking fountain installations will be made to ensure their location is safe and/or properly guarded.

Dining Rooms

Employees are encouraged to properly dispose of trash and refuse in containers provided for this purpose in plant dining areas.

Trash containers will be emptied and dining areas will be cleaned on a daily basis during periods of full plant operation.

Appropriate equipment will be provided to sanitation employees to provide proper floor cleaning.

Trash and Refuse Disposal

The *cooperation* of all employees in regard to the proper disposal of trash and refuse will significantly contribute to better plant housekeeping.

Trash containers will be emptied on a regular basis, and properly cleaned and/or painted as needed to meet sanitary requirements.

Sanitation Service – Periods of Partial Operations

Management recognizes the desirability of maintaining normal standards of cleanliness throughout the plants including providing sufficient personnel to maintain these standards for employees working in the plants on weekends and other periods when operations are not fully scheduled.

Sanitation Cribs

Storage facilities will be provided for the storage of sanitation supplies and equipment.

Roof Repairs

Management is concerned with the condition of plant roofing. Roof repair is an on-going process which is performed on an as needed basis, when weather conditions permit.

Floor Mats

Suitable floor mats will be provided where employees do not have platforms and must continuously stand on cement flooring in the performance of their jobs.

Plant Roadways

Plant roadways and sidewalks will be properly cleaned and maintained.

During the winter months, Management will take appropriate steps to promptly address the accumulation of snow and the existence of icy conditions on plant roadways and/or employee walkways.

Equipment Cleaning

Productive machinery and equipment will be cleaned and/or painted as required to maintain a level of good housekeeping.

Plant Flooring - Aisleways

Plant flooring in employee work areas and plant aisles will be properly cleaned and maintained. Corrections to leaking oil and hydraulic systems that contribute to poor housekeeping will continue to be made. Where appropriate, drip pans or other containment devices will be employed to contain fluid leakage onto pedestrian and trucking aisles.

Non-slip/non-skid materials will be used on work platforms and stairs in work areas where there is a high potential for slippage.

Hazardous Material

Hazardous materials will be appropriately identified and labeled in accordance with Corporate and governmental requirements.

Training will be provided to employees whose job assignments require the handling and storage of hazardous materials.

Environmental Monitoring

As a general rule, the maintenance of in-plant housekeeping and the items referenced in this Statement of Policy are the responsibility of the plant Superintendent. As such, problems in this regard should be brought to the attention of that office. Continuing problems should, thereafter, be brought to the attention of the Management Health and Safety representative for corrective action. Failing to reach satisfactory resolution of such issues, they should be brought to the attention of the Personnel Manager for review.

Management is committed to maintaining a clean and safe working environment and will allocate the necessary resources to accomplish the required tasks.

The Plant Safety Representative and the local Union Health and Safety Representative will jointly monitor the state of environmental and safety items and make any recommendations necessary to ensure that priority items are handled in a prompt fashion and that progress toward, and maintenance of, an acceptable level of environmental working conditions is achieved.

MFD Flint Tool & Die Plant

Statement of Policy -

Unattended Machining

During the course of these negotiations, the parties have had numerous discussions about our joint desire for Flint Tool & Die to exceed the productivity of our competitors and enhance our ability to compete in a global market. The success of this facility now and in the future relies heavily upon our ability to embrace technological advances and utilize all equipment to its full potential, specifically as it pertains to the significant investment recently made in the form of large milling machines.

As a result of these discussions, the parties agree that under optimum conditions, specifically where safety and quality measures are not compromised and existing productive capacity has been maximized, the large milling machines will be allowed to complete their programmed runs without the machinist being present, specifically at lunch and break times and after the machinist's shift has ended.

In addition, when due to absenteeism there are an insufficient number of machinists available to operate each machine individually, a machinist may run two machines simultaneously, given that they are adjacent to one another, that a level of competency has been achieved through the appropriate training, and the same optimum conditions cited above exist.

It is understood that no disciplinary action will be taken against an employee for mistakes that occur through no fault of their own as a result of unattended machining.

Any issues resulting from the implementation of this policy will be resolved by the joint leadership, to include those involving manpower utilization.

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A. HEALTH AND SAFETY

- (A)1 "Demand all air conditioning exhaust to the outside of the plants."

Management Reply:

Under current conditions, exhaust from plant air conditioning units will be deflected away from employee work areas.

- (A)2 "Demand all asbestos be removed immediately from all areas on complex."

Management Reply:

Recognizing the potential hazards to employees from asbestos in the plants, a program of removal is in place. In cases where a potential hazard exists to employees due to structural damage, precautions to protect employees will be taken immediately and the necessary arrangements will be made for repair or replacement as soon as possible. Where there is no immediate hazard to employees, removal projects will be scheduled when production is down or when new processes or rearrangements take place.

- (A)3 "Demand Management stop condoning the blocking of aisles, stairways, power panels, fire equipment, pollution pumps and meters, etc. with gons, racks, etc."

Management Reply:

It is Management's policy that aisles, exits and emergency equipment entrances should not be blocked. Such conditions will be corrected when brought to Management's attention.

- (A)4 "All employees be reimbursed for any loss of clothes or property and safety prescription glasses be furnished to all employees when needed."

Management Reply:

Management's policy with regard to reimbursing employees for damage to clothing or safety glasses, which was caused by defective equipment, etc., and when there is no carelessness on the part of the employee, is considered adequate and will be continued.

- (A)5 "Demand that all the plants have a shower for emergency situations".

Management Reply:

Emergency shower facilities have been installed in all areas where hazardous chemicals and the potential for serious burns exists. This covers areas, such as the battery charging location, the west penthouse, and the new boiler area.

- (A)6 "Demand an on-going health and safety training program be negotiated to cover the life of the Local Agreement."

Management Reply:

Health and safety training is dictated by National Agreement, Corporate and governmental requirements, and employee (customer) need. Required training is scheduled and documented.

- (A)7 "Demand that management provide on-site eye glass repair for its workers."

Management Reply:

Arrangements have been made with a safety eyeglass vendor to provide limited on-site safety eyeglass adjustments and repair for employee convenience. Continuation of the service will be dependent upon usage.

- (A)8 "Demand hazardous material safety data sheets be posted in each dept. which the material is being used".
"Demand management post a list of any hazardous materials used in plants and what to do in case of contact."

Management Reply:

A complete list of all hazardous materials is available for employee review at any time. All posting requirements of the government are being met. Under current operating conditions, hazardous materials listings will be available for review in each module. The listings include information such as the material trade name, chemical name and contents, fire, spill, storage and handling procedures, protective equipment required, and precautions to be taken in the event of employee over exposure.

(A)9 "Demand management provide pulmonary function test for employees twice a year."

Management Reply:

Pulmonary function tests are available upon employee request in the Medical Department.

(A)10 "Demand that all plants and shifts have active working EMRT (Emergency Medical Response Team) members, that recruitment and training for our EMRT be active and ongoing, that our EMRT have a full time site coordinator, that the EMRT be issued two way radios that have at minimum two channels, securities, and a switchable dedicated medical channel, that the 6-6666 emergency telephone be kept in proper working order at all times and that all employees be trained in the use of the 6-6666 emergency number."

Management Reply:

Management and the Union discussed this demand at great length. The parties agreed that, following local negotiations, the parties would meet to review all practices and procedures relative to emergency response at Flint Tool and Die. The EMRT joint committee will bring all recommendations to the PSRB (Plant Safety Review Board) for review.

(A)11 "Demand mgt. provide and maintain ergonomically correct floor mats in all areas where employees are required to stand to perform their jobs".

Management Reply:

All employee job assignments are currently being reviewed by the local joint ergonomics committee. Ergonomic mats and stools will be provided if the job studies demonstrate a bona fide need.

(A)12 "Demand emergency equipment be updated in all plants."

Management Reply:

Management recognizes its responsibility of providing adequate emergency equipment throughout the plant. In this respect, all current emergency equipment will be reviewed for appropriateness and upgraded as necessary.

- (A)13 "Demand all foul weather gear be furnished to those employees who are assigned to perform work on the outside of the plant, including suitable foot wear and warm clothing as required by employee."

Management Reply:

It is recognized that circumstances will arise when it becomes necessary to assign employees to work outside the plant. Coats, appropriate for cold weather use, and galoshes will be available in plant tool cribs for check out by employees who normally do not work outside, but are temporarily assigned to such work.

Coats and galoshes will also be available for employees permanently assigned to the outside yard areas. Rubber boots are also available for employee check out.

- (A)14 "Demand hospital or first aid station be open on all three shifts."

Management Reply:

Management recognizes its responsibility of providing adequate medical assistance to employees. In this respect, under current operating conditions, medical attention is available to all employees at all times either at our newly constructed Plant Medical Department, the Flint Metal Fabrication Plant Medical facility, or nearby outside hospital facilities. Medical Department personnel will be scheduled as required in light of all attendant circumstances. Concerns in this regard will be reviewed by the Local Health and Safety Committee and the Personnel Manager.

- (A)15 "Demand all employees past and present that work or have worked in and around asbestos be given a complete chest x-ray once a year at no cost to employees."

Management Reply:

Upon request, Management will furnish an annual medical examination, including a chest x-ray, as may be prescribed by law, at no cost to the employee, for any employee who has worked or is working with hazardous materials.

- (A)16 "Demand all overhead cranes and hoists be given a complete safety check at least once a month and records kept of this safety inspection."

Management Reply:

Checks of the equipment in question, including the maintenance of required records, are conducted in accordance with the requirements of the Occupational Safety and Health Act.

- (A)17 "Demand noise levels of all machinery be lowered so as to comply with OSHA standards in that ear plugs will not be necessary at any time."

Management Reply:

Management will continue to analyze and implement feasible controls on machinery and equipment in an effort to reduce plant noise levels. As soon as practicable, following the conclusion of Local Negotiations, Management will provide an update for the Shop Committee regarding the status of the continuing Noise Abatement Program.

- (A)18 "Demand management furnish adequate shoes and/or boots for employees working in an area of oil or working on steel grating."

Management Reply:

Under current operating conditions, suitable protective footwear will be available for employee check out.

- (A)19 "Demand that all personal protective equipment such as gloves, arm guards, aprons, safety shoes and glasses, coveralls, etc., used at MFD Flint Tool and Die be USA made."

Management Reply:

As far as practicable, the personal protective equipment referred to above that is purchased and/or provided for use by employees at this facility will be manufactured in the United States.

- (A)20 "Demand that employees be entitled to wear tinted lenses when issued by a bona fide optometrist."

Management Reply:

Where the need for tinted lenses is medically required by a licensed eye examiner, such lenses will be furnished through the Safety Eye Glass Program.

- (A)21 "Demand all existing and new relief areas be considered safe enough not to be required to wear ear or eye protection."

Management Reply:

Employees are not normally required to wear eye protection or hearing protection in designated relief areas. However, Safety Glasses must be worn in relief areas on the first floor, which is designated as a "100%" Safety Glasses area in its entirety.

- (A)22 "Demand shorts be worn in any plant at any time."

Management Reply:

The Local Joint Health and Safety Committee has conducted a review of the plant to determine where shorts can be worn safely. As a result of that review, the Committee has determined that some operations involving the handling and stacking of sheet metal parts, job assignments for which protective clothing is issued, and operations that produce sparks or hot chips, shall be restricted to a pant length covering the entire leg in order to afford some protection from the obvious hazards of those operations.

It should be noted that employees that elect to wear shorts shall have long pants available so that, in the event it should become necessary to move from a non-restricted to a restricted job assignment, they will be appropriately protected.

In the event a dispute arises, the Joint Local Health and Safety Committee will review the job in question and make a final decision.

(A)23 "Demand adequate heating be provided throughout the plant."

Management Reply:

Management is concerned with providing a clean, safe and healthful work environment for all employees. In this regard the Statement of Policy - Working Conditions, shall govern the manner in which the above is accomplished. Problems that cannot be resolved between the District Committeeperson and the Plant Superintendent will be referred to the Joint Local Health and Safety Committee for review.

B. AGREEMENT ADMINISTRATION

(B)1 "Demand employees receive directions and instructions from their immediate supervisor only."

Management Reply:

It is generally advisable and normal practice that orders be issued by the employee's own Supervisor. Nevertheless, it is not always possible to maintain this general rule for many reasons. Problems often arise where immediate action is necessary and the employee's Supervisor may not always be present; as a matter of efficiency, other members of Supervision or recognized personnel must issue instructions. In such instances, in other than emergency situations, the employee will be advised that his immediate Supervisor is not available.

(B)2 "Availability of forms for employees at MFD Flint Tool and Die."

Management Reply:

Under current operating conditions, forms such as those for change of address, bond and charity deductions, EFT, etc. will be available in a rack near the center of the first floor.

(B)3 "Demand when employees kept over by plant medical or sent to an outside medical facility, they will be compensated for all time spent out of the plant, including time past the end of their shift."

Management Reply:

If an employee is scheduled to work and is referred by the plant medical director company representative to an outside doctor at company expense during his regular working hours, he will be compensated for the time spent visiting the doctor for treatment, consultation, or examination if he returns to work during his regular working hours. If an employee is unable to return to work before the end of their shift because time does not permit them to do so, they will be paid for the available hours of their shift. Extenuating circumstances will be handled on an individual basis.

- (B)4 "Demand management keep 63 (a) and 63(b) forms on file at all times."

Management Reply:

Plant management will maintain an adequate supply of forms for employees who desire transfer according to Paragraph 63 (a) and 63 (b) of the UAW-GM National Agreement.

- (B)5 "Demand all shift starting and ending times be by mutual agreement."

Management Reply:

During the course of the recently concluded local negotiations, the parties discussed at great length the issues of shift starting times. Management reaffirmed its intent to comply with the applicable provisions of the National Agreement as they apply to proper notification of changes in established schedules. Management will make every effort to hold discussion with the Shop Committee as far in advance as possible concerning permanent changes in established shift hours. The stated purpose in holding such advance discussions is to afford the Union the opportunity to comment and to allow Management to give appropriate weight to any Union recommendations. Furthermore, Management agreed to address, on a problem-solving basis, individual hardships brought to its attention that are the result of a particular scheduled shift starting time.

However, due to unanticipated scheduling changes caused by fluctuations in customer demand, breakdown of equipment or machinery, or shortage of materials, etc., it is not always possible to hold such advance discussion. In such instances, Management will

make every effort to contact the Chairman of the Shop committee and/or the Shop Committeemen whose zone(s) are affected by such changes as soon as possible.

Problems concerning the proper application of Paragraph (88) of the National Agreement, which are brought to Management's attention at the Shop Committee step of the procedure, will be reviewed with appropriate plant supervision.

- (B)6 "Management cease using shop safety rules to give employees disciplinary layoff entirely. The safety rules have been set up for the protection and the welfare of the employees not to be used as a hammer against them."

Management Reply:

It is not Management's policy that all violations of the Shop Safety Rules must result in a lost time disciplinary action. However, it must be recognized that some violations, which could result in serious bodily injury to the employee or others, warrant a more severe form of action. An example of such a violation is hands under the die.

- (B)7 "Management recognizes that written substantiation's such as doctor's statement is employee's personal property and it will be returned to employee promptly after Management examines same."

Management Reply:

Management recognizes that written substantiation's, such as doctor's statements, submitted to verify that an employee's absence from work was for reasonable cause, are the employee's personal property and such documents, which may be duplicated, will be returned to the employee promptly upon the employee's request. However, in cases where Management doubts the validity of such substantiation, it will be necessary to consult the source of the substantiation in an attempt to verify the statement, which may take additional time.

- (B)8 "Demand when employees are transferred to a U.A.W. plant outside of MFD Flint Tool and Die the terms of the transfer will first be agreed upon by the Shop Committee."

Management Reply:

When it is sufficiently known in advance that groups of employees, on a voluntary basis, are to be given the opportunity to perform work at a location outside the bargaining-unit, discussion will be held with the Shop Committee.

C. ASSIGNMENT OF WORK

- (C)1 "Demand Mgt. stop assigning non-union employees to bargaining unit work."

Management Reply:

Bargaining unit work will be assigned to bargaining unit employees.

- (C)2 "Demand management not allow any employees other than classified licensed crane operators to operate the overhead cranes at any time for any reason whatsoever. Also remote control cranes".

Management Reply:

Under current operating conditions the operation of overhead cranes will continue to be operated by qualified, licensed employees in the "Crane Operator Bridge Overhead Cab" classification. This understanding will apply to remote control cranes as discussed between the parties.

- (C)3 "Demand management allow only licensed truck drivers to operate fork trucks."

Management Reply:

Safe operation of forklift trucks is an item of mutual concern. Accordingly, only qualified licensed employees will be assigned to operate such vehicles.

- (C)4 "When welding or cutting permits call for a fire guard, Plant Engineering Fire Prevention employees will be assigned to stand fire guard no matter if straight or overtime hours."

Management Reply:

During Discussion of this demand, Management assured the Union that it would comply with all GM policies regarding fire prevention. Further, it is in our mutual best interests to review our fire brigade practices and procedures. This review will be done by a joint committee and all recommendations will be reviewed by the Plant Safety Review Board.

- (C)5 "Demand all machinery that is to be worked on and maintained by skilled trades employees be cleaned by sanitation department employees before work is performed."

Management Reply:

The nature and complexity of anticipated Skilled Trades repair work determines whether or not a machine requires cleaning. When oil and/or machining residue on the machinery affects employee safety, necessary cleaning or other precautionary measures will be initiated.

- (C)6 "Demand non-skilled employees not perform any skilled trades work unless assigned to trades under the terms of the National Agreement."

Management Reply:

Employees assigned to skilled trades assignments will either be assigned to the classification under the terms of the National Agreement or the Local Seniority and/or Wage Agreement.

- (C)7 "Demand Management assign window cleaning, yard maintenance and gardening work of all MFD Flint Tool and Die property to the classification of Yard Laborer instead of outside contractors."

Management Reply:

Management will assign MFD Flint Tool and Die work to Bargaining Unit employees under current operating conditions. The remainder of the work at issue in this demand will continue to be performed as it has in the past.

- (C)8 "Employees in the Machine Repair classification be assigned to repair the pneumatic tools used in the plant.

Management Reply:

Currently, as pneumatic tool repair does not fall within the core business of die construction, rather than repairing defective tools, it is Management's intent to replace them with the purchase of new ones.

D. OVERTIME

- (D)1 "Demand management notify all employees on Thursday if there is work available Saturday and/or Sunday."

Management Reply:

Management will notify employees of weekend overtime as early as practicable following the current Thursday posting of tentative weekend overtime schedules. It must be recognized that any early overtime notification is subject to change due to production schedule changes, equipment break downs, material shortages, etc.

- (D)2 "Non-skilled assigned to Die Room not be replaced by Skilled Trades employees."

Management Reply:

It is not Management's intention to erode any of the non-skilled classifications referred to in the above demand. Employees in this classification will be scheduled to work when there is a need for their services on straight time. Accordingly, with regard to overtime work, the provisions of Paragraph 71 of the National Agreement will prevail.

- (D)3 "Demand that a Die Room Leader be asked to work full shift overtime when 4 Die Makers are working and an additional leader be asked to work when 12 Die Makers are asked to work, and a leader brought to work with a ratio of 1 leader for every 12 workers thereafter."

Management Reply:

The parties discussed the basis for this demand at great length. During these discussions, Management assured the Union that it places significant reliance and responsibility on employees classified "Leader" at all stages of the modular die construction process. Part of

this responsibility includes performing work normally and historically performed by employees working within the "Die Maker" classification. As such, Management will schedule "Leaders" to work as business needs require in light of all attendant circumstances.

- (D)4 "Demand that when 3 big machines of the contour group are working overtime, that a C.P.D. be worked also."

Management Reply:

During the discussion of this demand, the Union raised concerns regarding CPD's being present during overtime situations to support the Contour Machine group.

Management assures the Union that should there become a need to work CPD's overtime to enhance productivity and efficiency, overtime will be scheduled.

- (D)5 "If you are called in early for any reason and you accept, you are to work the hours you are called in for plus all hours that you are regularly scheduled to work."

Management Reply:

During discussion on the practice of calling employees in early to supplement another shift, Management expressed concern with the extensive overtime that may be caused, requiring the employee to work beyond the maximum number of daily hours allowed by divisional safety policies. Management advised the Union that when supplementing another shift, employees will be compensated until the end of their regularly scheduled shift, although these situations are not encouraged and will only be allowed in emergency circumstances with prior approval from the superintendent.

E. SKILLED TRADES

- (E)1 "Demand all crating and blocking of skilled trades material or parts such as gears, fixtures, motors, office equipment, machinery, dies, tools, etc., be crated and/or blocked by the Carpenter classification."

Management Reply:

Some die components and nearly all checking fixtures arrive at FTD in wooden boxes. Examples of these types of components are Umix rotary cams, Lamina cams, and some steel bar stock. Nearly all checking fixtures arrive and are subsequently shipped in crates.

The process for handling of each is as follows:

Die Components:

The die maker removes the component from the box. The box is usually scrapped, but in some instances may be used later to ship loose die details. Boxes are not stored for the purpose of potential shipment of details; this is merely on an as available basis.

Checking Fixtures:

When a checking fixture arrives in the plant it is stored, until required, without opening. Once it is needed at tryout, a die maker carefully opens the crate, removes the fixture, and stores the crate components for future use. When shipment of the fixture is required, a die maker places the fixture in the crate. A die maker then reassembles the crate. This usually requires only the assembly of the top onto the crate.

Under current operating conditions, die makers do not manufacture wooden boxes, crates, or pallets for die components, panels, or fixtures.

(E)2 "Demand that mgt. supply the fire retardant cotton work suits for trades that have to cut or weld".

"Demand mgt. supply painter pants and shirts for the painters".

Management Reply:

Employees in the "Industrial Welder" classification will be allotted one flame retardant jacket and one pair of flame retardant coveralls, to be replaced as needed, in addition to the uniform allowance described in Local Demand (F)8. Employees in the Painter classification will be allowed to select painter pants in lieu of coveralls. (May also elect in combination)

(E)3 "Demand all equipment being built and rebuilt for our use or sale be done by MFD Flint Tool and Die tradesmen."

Management Reply:

Management realizes the high caliber of its skilled trades work force and will make every effort within the guidelines of the National Agreement to keep build and rebuild work in house through up front involvement of the affected trades.

(E)4 "Demand Mgt. refrain from assigning production employees to safety checking the hoists at this location and assign this work to the Millwright classification."

Management Reply:

In accordance with O.S.H.A. law, there are certain legal requirements regarding the safety checking of hoists at this location on a monthly basis. Employees in the "Millwright" classification perform this safety check. In addition, O.S.H.A. requires that operators or other personnel safety check the equipment on a daily basis prior to operation. In the event of maintenance problems, orders are issued to the Millwright Department for the required repair.

(E)5 "Demand management fill all leader classification openings in all skilled trades classifications."

Management Reply:

The classification of "Leader" for certain skilled trades classifications is contained in the Local Wage Agreement, and it has been Management's policy to utilize those classifications in accordance with the needs of the overall efficiency of operations.

During normal operating periods there is no need for the services of a Leader to be assigned in some departments. However, if the services of additional Leaders are required during periods of increased operation, or to cover extended "Leader" absences, the promotions will be made by shift in accordance with Paragraph 63(a) of the National Agreement. The parties recognize that an employee must accrue a minimum of 18 months seniority within the base classification before possessing the necessary qualifications and experience

required to satisfy the provisions of Paragraph 63(a) as a "Leader".

- (E)6 "Demand no skilled trades work be contracted while Local 659 tradesmen are laid off."

Management Reply:

Management is committed to the policy of "full utilization" of its seniority skilled trades employees. Further, Management has and will continue to abide by Paragraph 183 of the National Agreement.

- (E)7 "Demand management furnish all skilled trades employees, who request them, a tool cart per drawing - 5135431 and, further, said carts be fabricated at this location by the Tinsmith classification."

"Demand that every apprentice in the master mechanic trades that are assigned to the floor have a push cart within 90 days."

Management Reply:

Under current operating conditions, Management will provide tool carts for Skilled Trades employees, including Apprentices in the Die Maker, and Machine Repair classifications, who require them in the performance of floor maintenance functions. In addition, Management recognizes that the fabrication of such carts is work, which falls within the "Tinsmith" classification, and the contracting out of such work would only be done in accordance with the provisions of the National Agreement regarding outside contracting.

- (E)8 "Demand that anytime a company or factory representative comes into the plant to do warranty work or trouble shoot equipment, the physical work will be performed by MFD Flint Tool and Die employees."

Management Reply:

The provisions of Paragraph 183(b) of the National Agreement state:

"The foregoing shall not affect the right of the Corporation to continue arrangements currently in effect; nor shall it limit the fulfillment of warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment."

In addition, it will continue to be the normal practice that MFD Flint Tool and Die employees be present when

factory representatives are called, in order that they become familiar with maintenance procedures that they would subsequently be required to perform.

- (E)9 "Demand that Management when transferring employees between modules move the low seniority when there is not a volunteer."

Management Reply:

The parties discussed this demand at great length. Management stated that its ability to temporarily job assign Die Makers and Die maker Leaders between Die construction Modules is critical to maintaining efficiency and effectiveness of operations. Likewise, Management recognizes that seniority is of paramount importance to the Union. Accordingly, when Die Makers or Die Maker Leaders are temporarily job assigned out of their module, they will be returned within three weeks from the first date of such temporary assignment. Management assured the Union that any concerns regarding administration of this demand answer brought forth by the Union would be promptly addressed.

- (E)10 "Demand that mgt. provide an avenue for employees transferring from a work module they don't want to be in, to another one."

Management Reply:

During the discussion of this demand, the Union expressed concern regarding individuals being assigned to an undesirable module and not having an avenue to move to another module. Management assured the Union that it is not their intent to trap employees in areas that they don't desire and that a review process will be jointly implemented to evaluate special requests.

- (E)11 "Demand that Plant 38 Flint Tool and Die management allow former Die Maker/Draw Die classification employees to apply for Machinist Contour and CPD classification in line with their Die Maker group seniority."

Management Reply:

This demand is resolved on the basis that all employees who are classified "Die Maker-Journeyman," and make application in accordance with the provisions of Paragraph 63(a) of the National Agreement, will be

considered in the scope of selection for openings in the "Machinist Contouring" and "Cam Program Developer" classifications.

- (E)12 "Demand management have someone on the union side write all machine orders for all shops outside our plant so the orders can be written properly without the die maker work content being done on them.

Management Reply:

The parties agree that the primary responsibility for the writing of machine work orders falls within the Die Maker Leader classification.

F. GENERAL

- (F)1 "Demand that health care vendors be provided in plants during enrollment periods for questions and answers and enrollment."

Management Reply:

A procedure will be established to accommodate health care vendor requests to provide informational materials and answer employee questions during General Motors' health care enrollment periods. Such communication will be conducted during employee non-work time.

- (F)2 "Demand all plant gates that provide access and egress from the plant be left open at all times."
"Demand all gates be kept open as is."

Management Reply:

Management assured the Union that any plans to alter the means of ingress or egress from the plant will be reviewed with the shop committee in advance in the interest of fully considering available alternatives. Management also stated that plant surveillance cameras and electronic turnstile data will not be used to initiate employee discipline.

- (F)3 "Demand that when employees boxes, drawers and lockers have to be opened while employee is not in the plant that their committeeman be present along with a Plant Security Officer and the area foreman. Further demand that container be relocked immediately."

Management Reply:

The issue in this demand concerns the opening of locked boxes, drawers, and lockers in the plant that contain employees' personal property, without that employee being present. While such a practice is not common and has only occurred on isolated instances, it is recognized that there will be times when it is necessary to gain entry to such containers in the interest of plant operation. In the future when such an occasion arises, a reasonable effort will be made to contact the employee whose property is involved to inform the employee that the container is to be opened. Management assured the Union that the container would be relocked.

- (F)4 "No employee will be scheduled to work more than five hours without being provided a lunch break."

Management Reply:

During the discussion, the Union indicated the scope of this demand referred to instances wherein employees were scheduled to work considerable overtime beyond eight (8) hours and/or a double shift. Management assured the Union that in such circumstances the employees, if they request, would be provided with a second lunch period.

- (F)5 "Management will not require any employee and/or employees to work during their lunch hours."

Management Reply:

The subject of this demand was also the subject of Demand No. 18 in the 1967 Local Negotiations. Management agrees to continue the line of reasoning in that demand:

"Management will establish normal and regular lunch periods in an effort to eliminate this problem. This will not apply to emergency situations."

- (F)6 "Demand that Management furnish transportation home to any employee who becomes ill or disabled and has no transportation or is unable to drive."

Management Reply:

It is recognized that transportation to and from work is the employee's own responsibility. However, in instances of work-related injury or illness, where the Plant Medical

Department determines that the employee is unable to drive home safely, Management will provide transportation if the employee so requests. Furthermore, issues involving the cleanliness of mass transportation vehicles provided in the above cited or other medically related situations will be brought to Management's attention for corrective action.

- (F)7 "Demand employees' personal tools be replaced by Management when they are worn out or broken while performing job assignments, and also when their tools are stolen by a forcible entry."

Management Reply:

It is Management's policy that skilled trades employees will continue to provide their own personal tools. However, on an individual basis, supervision is authorized to replace or repair those frequently used small hand tools which are damaged or broken through no fault of the employee while doing work for the MFD Flint Tool and Die Plant. The replacement tool will be of comparable quality.

Management's policy regarding the hand tools required by non-skilled employees will be continued under the present operating conditions.

- (F)8 "Demand management allow option of work uniforms."

Management Reply:

Currently, Management offers a coverall program that meets the needs of all employees in the plant.

Employees who have a desire to exchange coverall service for a two-piece work uniform will be supplied 5 sets of such uniforms per year for the period of this local agreement. It is understood that employees will be expected to launder their own work uniforms. In addition, disposable coveralls will be available to employees. When orders are placed, employees will be provided with a suitable area to try on clothing prior to making their selections. Clothing vendors will not be provided with employee social security numbers in line with Document 124 of the UAW-GM National Agreement.

- (F)9 "Demand management provide necessary training for all plant classifications."
"Demand that local management start training and repopulate the CPD classification to its original number of UAW employees prior to the dissolving of third shift.'

Management Reply:

Management is very aware of the scope of the training and resources required to enable the CAM room to program 2D cutter paths in solids and meet projected workload volumes. Management is currently committed to the utilization of (or any other systems as directed by the common Die Build process) and to a well-planned implementation strategy that will allow the CAM room to integrate UDM in sequential stages to maximize effectiveness and minimize disruption.

Management will continue to staff the Cam Room appropriate to the needs of the business.

- (F)10 "Demand management seek and start building progressive dies."

Management Reply:

The allocation of die construction work is determined at the MFD Divisional level. Should progressive die work be made available to Flint Tool & Die through the allocation process, Management will consider accepting such work dependent upon existing workload and potential impact to efficiency of operations.

- (F)11 "Demand management include UAW in all training on all new equipment brought into this building."

Management Reply:

During these negotiations, both parties reaffirmed the need to develop training programs that will provide the appropriate competency based training for employees that will permit the full development of skills and improve operating performance. The Joint Training Representative's involvement in the development and implementation of these training programs is imperative. The parties recognize there may be mandatory training required by State or Federal regulations, or Corporate Policy.

(F)12 "Second shift demands quality food service equal to first shift."

Management Reply:

The parties recognize that due to our plant population, a full service cafeteria would not be cost effective for an outside vendor, however Management will continue to explore food service alternatives for all shifts that may be available from outside sources.

SHOP RULES

Committing any of the following violations will be sufficient grounds for disciplinary action ranging from reprimand to immediate discharge, depending upon the seriousness of the offense in the judgment of management.

1. Failure to be in place ready to begin work when signal is sounded.
2. Making preparations to leave work (such as washing up or changing clothes) before the signal is sounded for lunch period or at the end of the shift.
3. Falsification of personnel or other records.
4. Ringing the clock card of another.
5. Repeated failure to ring own clock card.
6. Using another's badge or pass, or permitting another to use your badge or pass to enter the property.
7. Failure to wear badge in plain sight.
8. Absence without reasonable cause.
9. Reporting late for work.
10. Absence of three working days without properly notifying management.
11. Leaving own department or the plant during working hours without permission.
12. Distracting the attention of others, or causing confusion by unnecessary shouting, catcalls, or demonstration in the plant.
13. Creating or contributing to unsanitary conditions.
14. Possession of weapons on Company premises at any time.
15. Refusal to obey orders of foremen or other supervision.

16. Refusal or failure to do job assignment. (Do the work assigned to you and follow instructions; any complaint may be taken up later through the regular channels).
17. Unauthorized operation of machines, tools or equipment.
18. Making scrap unnecessarily, or careless workmanship.
19. Horseplay, scuffling, running or throwing things.
20. Wasting time loitering in toilets or on any Company property during working hours.
21. Smoking except in specifically designated areas and during specified periods.
22. Threatening, intimidating, coercing or interfering with employees or supervision at any time.
23. Unauthorized soliciting or collecting contributions for any purpose whatsoever during working time.
24. Unauthorized distribution of literature, written or printed matter of any description in working areas on Company premises during working time.
25. Posting or removal of notices, signs, or writing in any form on bulletin boards or Company property at any time without specific authority of management.
26. Misuse or removal from the premises without proper authorization of employee lists, blue prints, Company records, or confidential information of any nature.
27. Gambling, lottery or any other game of chance on Company premises at any time.
28. Abuse, misuse or deliberate destruction of Company property, tools, equipment or the property of employees in any manner.
29. Restricting output.
30. The making or publishing of malicious statements concerning any employee, the Company or its products.

31. Abusive language to any employee or supervisor.
32. Fighting on the premises at any time.
33. Theft or misappropriation of property of employees or of the Company.
34. Possession of, or drinking of, liquor or any alcoholic beverage on Company property at any time. Reporting for work under influence of alcohol, when suffering from alcoholic hangover, or in an unsafe condition.
35. Sabotage.
36. Disregard of safety rules or common safety practices.
37. Assignment of wages or frequent garnishments.
38. Immoral conduct or indecency.
39. Throwing refuse or objects on the floors or out the windows.
40. Repeated violation of shop or safety rules.
41. Littering, or contributing to poor housekeeping, unsanitary, or unsafe conditions, on plant premises.
42. Use, possession, distribution, sale or offering for sale, of narcotics or dangerous drugs including marijuana or any hallucinogenic agents, on Company property at any time. Reporting for work under the influence of narcotics or dangerous drugs.

FLINT TOOL & DIE SUSPENDED LOST TIME DISCIPLINE SYSTEM

	CATEGORY 1	CATEGORY 2	CATEGORY 3
SHOP RULE	1,2,4,5,7,8,9,11,12,13,17,19 20,21,22,23,24,25,27,30* 31*,37,39,41	15,16,22,28,29,30,31,34**	3,6,10,14,18,26,32, 33,35,36,38,40,42
POSTED TO RECORD	LOST TIME	LOST TIME	
WRITTEN REPRIMAND B.O.S. AND ONE DAY B.O.S. AND THREE DAYS B.O.S. AND ONE WEEK B.O.S. AND TWO WEEKS B.O.S. AND THIRTY DAYS DISCHARGE	NONE NONE NONE B.O.S. AND ONE DAY B.O.S. AND THREE DAYS B.O.S. AND THIRTY DAYS DISCHARGE	NOT APPLICABLE B.O.S. AND ONE DAY B.O.S. AND ONE DAY B.O.S. AND ONE DAY B.O.S. AND THREE DAYS B.O.S. AND THIRTY DAYS DISCHARGE	THESE SHOP RULES VARY WITH RESPECT TO EXTENT OF DISCIPLINE AND CATEGORY CLASSIFICATION. CONTACT LABOR RELA- TIONS IN ALL INSTANCES.

*WHEN MISCONDUCT IS DIRECTED TO SUPERVISORY PERSONNEL, THESE SHOP RULES ARE HANDLED AS A CATEGORY #2 VIOLATION.

**WHEN ASSESSING DISCIPLINE FOR VIOLATION OF THIS SHOP RULE WHEN THE EMPLOYEE HAS NO APPLICABLE PRIOR DISCIPLINARY RECORD, THE POSTING TO THE RECORD SHOULD REFLECT A MINIMUM OF THE BALANCE OF THE SHIFT AND TWO (2), DAYS, AND THE LOST TIME SHOULD INCLUDE THE MINIMUM OF THE BALANCE OF THE SHIFT AND ONE (1) DAY.



