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Between

**UNITED AUTOMOBILE WORKERS
LOCAL 163**



and

DETROIT DIESEL CORPORATION



Duration = 9/28/98-10/30/2004

K # 3217

ces = 2,000

Master Agreement

Between

**UNITED AUTOMOBILE WORKERS
LOCAL 163**



and

DETROIT DIESEL CORPORATION



BLS FILE COPY

Effective September 28, 1998.

X = 10/30/2004

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ARTICLE 1 GENERAL SECTION

(1.1) Introduction

Both parties recognize that Job Security for employees, and profitability for the company are two distinct goals that are tied to the company's competitive position in the marketplace. While certain issues may cause disagreement or apparent conflict with the above stated goals, both parties pledge to resolve such concerns with a continuing focus on the customer and the quality of our products.

(1.2) Preface

Detroit Diesel Corporation and the UAW recognize their respective responsibilities under federal, state, and local laws relating to fair employment practices.

The Company and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of race, handicap, religion, color, age, sex or national origin.

(1.3) Agreement

Entered into this 31st day of August, 1998, between Detroit Diesel Corporation, hereinafter referred to as the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America and its Local Union No. 163, hereinafter referred to as the Union.

(1.4) Recognition

- (A) The Company recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, as the exclusive representative of the production and maintenance employees and mechanical employees for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment in the bargaining units, subject to and in accordance with the provisions of the Labor Management Relations Act of 1947 and applicable orders of the National Labor Relations Board.
- (B) For the purposes of this Agreement the term "employee" shall include all production and maintenance employees and mechanical employees in the bargaining unit covered hereby, except employees of sales, engineering, accounting, personnel and industrial relations departments, superintendents, area managers, supervisors, and all other persons working in a supervisory capacity including those having the right to hire or discharge and those whose duties include recommendations as to hiring or discharging, and those employees whose work is of a confidential nature, time study persons, and plant security employees, designing (drawing board), production, estimating and planning engineers, draftspersons and detailers.
- (C) The purpose of this agreement is to set forth the wages, hours and other conditions of employment for the employees covered by this agreement to establish the process for orderly collective bargaining and to promote a Labor-Management relationship that recognizes a strategic alliance among the common interests of employees, Union, and the Company.

- (1) If either party to this agreement believes that provisions of this agreement are being administered in a manner inconsistent with the previously stated purpose, then the circumstances involved may be brought directly to the office of the President of the Company and the Regional Director UAW Region 1A in an effort to resolve the issue.
- (D) The Company will not interfere with, restrain or coerce employees because of membership or lawful activity in the Union, nor will it by discrimination in respect to hire, tenure of employment or any term or condition of employment, attempt to discourage membership in the Union.
- (1) It is the policy of Detroit Diesel and the UAW that the provisions of this Agreement be applied to all employees covered by this Agreement without regard to race, color, religion, age, sex or national origin. Any claims of violation of this policy may be taken up with the Fair Employment Practices Committee of the Union for a factual investigation and report. Neither the Chairperson of the Fair Employment Practices Committee, nor the member of the committee that they may designate to investigate such a claim in their place, shall receive pay from the Company based solely upon any activity arising pursuant to this Article.

(1.5) Waiver

- (A) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings

and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Company and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. It is further understood that this contract constitutes the sole, only and entire agreement between the parties.

- (B) **Partial Invalidity of Agreement** - Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, the parties may agree upon a replacement for the affected provision(s). Such replacement provision(s) shall become effective immediately upon agreement of the parties, without the need for further ratification by the Union membership, and shall remain in effect for the duration of this Agreement.
- (C) **Separability** - In the event that any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof.

(1.6) Company Rights

The right to hire, promote, discharge or discipline for cause, and to maintain discipline and efficiency of employees, is the sole responsibility of the Company except that Union members will not be discriminated against as such. In addition, the products to be manufactured, the location of plants, the schedule of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Company.

(1.7) Modification/Termination Procedure

(A) No provision of this agreement shall be retroactive prior to the date hereof unless specifically stated herein.

(B) This agreement shall continue in full force and effect without change until 11:59 p.m. October 30, 2004. If either party desires to terminate this agreement, it shall 60 days prior to October 30, 2004 give written notice of the termination. If neither party shall give notice to terminate this agreement as provided above, or to modify this agreement as hereinafter provided, the agreement shall continue in effect from year to year after October 30, 2004, subject to termination by either party on sixty (60) days written notice prior to October 30th of any subsequent year. If either party desires to change or modify this agreement it shall, sixty (60) days prior to October 30, 2004, or any subsequent October 30th date give written notice to such effect. Within ten (10) days after receipt of such notice, a conference will be arranged to negotiate the proposals in which case this agreement will continue in full force and effect until terminated as provided hereinafter.

(C) *If notice of intention to modify or change has been given in accordance with the above provisions, this agreement may be terminated by either party on thirty (30) days written notice of termination given on or after the next October 1st following said notice of intention to modify or change.*

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**(1.8) Pension Plan, Life and Disability Benefits Program,
Health Care Program,
Supplemental Unemployment Benefit Plan,
Guaranteed Income Stream Benefit Program,
Profit Sharing Plan,
Personal Savings Plan, and
Legal Services Plan**

The parties have provided for a Pension Plan, a Life and Disability Benefits Program, a Health Care Program, a Supplemental Unemployment Benefit Plan, a Guaranteed Income Stream Benefit Program, a Profit Sharing Plan, a Personal Savings Plan, and a Legal Services Plan by Supplemental Agreements signed by the parties simultaneously with the execution of this Agreement. Such Supplemental Agreements are attached hereto as Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E", and Exhibit "F", Exhibit "G", and Exhibit "I" respectively and made parts of this Agreement as if set out in full herein, subject to all provisions of this Agreement. No matter respecting the provisions of the Pension Plan or the Life and Disability Benefits Program or the Health Care Program or the Supplemental Unemployment Benefit Plan or the Guaranteed Income Stream Benefit Program or the Profit Sharing Plan or the Personal Savings Plan or Legal Services Plan shall be subject to the grievance procedure established in this Agreement, except as expressly provided in Article (4.12)(C) of the Master Agreement as concerns compensable injury types.

ARTICLE 2 GRIEVANCE PROCEDURE

(2.1) Presentation of Grievance

Any employee having a grievance, or one designated member of a group having a grievance, should first take the grievance up with the supervisor who will attempt to adjust it. If an employee is temporarily transferred to another district, the committeeperson for that district will represent said employee. Any employee may request the supervisor to call the committeeperson for that district to handle a specified grievance with the supervisor. The supervisor will send for the committeeperson without undue delay and without further discussion of the grievance. Other members of management or representatives of the Union do not participate in the initial discussion unless it is agreeable to do otherwise. Management recognizes its responsibility to relieve employees for representation purposes.

- (A) If the grievance is not adjusted by the supervisor, it shall be reduced to writing on forms provided by the Company, and signed by the employee involved and one copy shall be given to the supervisor. The committeeperson shall then take the grievance up with higher supervision with or without another committeeperson.

- (B) When a committeeperson wishes to take up a grievance appealed from a supervisor's written disposition, with higher supervision, with another committeeperson present, arrangements will be made to provide another committeeperson from the same shift and zone to be specified by the committeeperson on the basis of either 1) one most familiar with the grievance; 2) another available district committeeperson or; 3) the zone committeeperson, at the time grievance is discussed.

(2.2) Without Prejudice Settlements

Settlement of any grievance or issue through these initial two (2) steps of the grievance procedure shall be without prejudice to either party and will have no effect to precedent in other than the individual situation involved.

(2.3) Appeal to Shop Committee-Second Step

If the case is not adjusted at the prior step, it may be referred to the Shop Committee. After a written grievance signed by the employee making the complaint has been appealed to the Shop Committee by a committeeperson, the Chairperson of the Shop Committee may designate one of its members to make a further investigation of the grievance in order to discuss the grievance properly when it is taken up by the Shop Committee at a meeting with Management.

- (A) Management will meet weekly with the Union Shop Committee to discuss second step grievances and/or policy items. Meeting dates may be changed by mutual consent and additional meetings may be held by agreement between the parties.
- (B) Written notice of agenda issues to be discussed during these second step meetings will be exchanged by the parties in advance, and when possible, at least twenty-four (24) hours prior to the scheduled meeting. Such an agenda would not preclude discussion of other pertinent subjects.
- (C) The minutes of Shop Committee meetings will be furnished to the Chairperson of the Shop Committee within one week from the date of the meeting.
- (D) After a grievance has been discussed at the Shop Committee meeting and before the submission of Notice of Unadjusted Grievance, the designated Shop Committeeperson may reinvestigate the grievance in the light of any new facts

disclosed in the Shop Committee meeting or appearing in the Shop Committee Minutes.

- (E) A final decision on appealed grievances will be given by a representative of Management within a maximum of fifteen (15) working days from the date of first written filing thereof. Any grievance not appealed from a decision at one step of this procedure in the plant to the next step within five (5) working days of such decision, shall be considered settled on the basis of the last decision and not subject to further appeal. Within the applicable time limits of this paragraph a grievance may be withdrawn by mutual agreement without prejudice to either party.

(2.4) Appeal to Third Step

If the grievance is not adjusted at the prior step and the Shop Committee believes it has grounds for appeal from the Management decision, the Chairperson of the Shop Committee will give the Plant Management a written "Notice of Unadjusted Grievance," on forms supplied by the Company, and the parties will prepare "Statements of Unadjusted Grievance," setting forth all facts and circumstances surrounding the grievance, and where an alleged violation of Article (1.4)(D)(1) is included in the grievance, a statement of the facts and circumstances supporting such claim. Three (3) copies of the Union's statement will be exchanged with Management for three (3) copies of the Management's statement as soon as possible and in any event within five (5) working days of the date of filing the "Notice of Unadjusted Grievance", unless this time is extended by mutual agreement in writing, in which event the thirty (30) days for appeal by the Regional Director as provided in Article (2.4)(A) shall be automatically extended by the same number of days as the amount of extended time for exchanging "Statements of Unadjusted Grievance." The Shop Committee shall consecutively number each "Statement of Unadjusted Grievance" from one upward for identification purposes.

- (A) The Chairperson of the Shop Committee shall then forward copies of the "Statements of Unadjusted Grievance," to the Regional Director of the International Union. The Regional Director will review the case and determine if an appeal shall be made. The Regional Director or a specified representative will be granted permission to visit the plant for the purpose of investigating the specific grievance involved in "Statements of Unadjusted Grievance." There will be no restriction on the Regional Representative and or specified representative's ability to enter the plant or investigate specific "Statements of Unadjusted Grievance."
- (B) If the Regional Director shall decide to appeal the case, the Director shall give notice on the form "Notice of Appeal" supplied by the Company, sending one copy each to Management and the Chairperson of the Shop Committee. Such "Notice of Appeal" will carry the same case number as the "Statement of Unadjusted Grievance." Except as provided in Article (10.1)(A)(15), any case not appealed within thirty (30) days, or within thirty (30) days plus any agreed upon extension of time for exchanging Statements of Unadjusted Grievance as provided in Article (2.4)(A), after the date the written Statements of Unadjusted Grievance are exchanged, or, in any event, within forty-five (45) days of the date of the written decision of Management to the Shop Committee, shall be finally and automatically closed on the basis of the written decision of Management to the Shop Committee and shall not be subject to further appeal. The forty-five (45) day time limit for appeal shall be extended by the same number of days the parties agree to extend the time limit for the exchange of Statements of Unadjusted Grievances. No case shall be reopened unless the Regional Director shall submit new evidence to Management and it is mutually agreed by them that such case should be reopened. The case shall then date from the date it is reopened.

- (C) The case will then be considered by an Appeal Committee consisting of two (2) members of the Union and two (2) members of Management as follows: For the Union, the Regional Representative and the Chairperson of the Shop Committee; for Management, the Manager of Industrial Relations and one Representative who has not previously rendered a decision in the case. Additional participants in this third step appeal hearing will be permitted to participate upon written notice (given 24 hours in advance of said meeting) by the Chairperson of the Shop Committee or Manager of Industrial Relations. Meetings of the Appeal Committee may be requested by either party and will be scheduled within seven (7) calendar days or as otherwise mutually determined by the parties.
- (D) Attendance of committeepersons at the meetings of the Appeal Committee shall be considered as absence from *the Plant under Article (3.4) of the Agreement*. Such committeepersons will be paid their regular rate of pay for time spent in such meetings of the Appeal Committee for the hours that they would otherwise have worked in the plant.
- (E) If an adjustment of the case is not reached at this meeting, Management will furnish a copy of its decision in writing and a copy of the minutes of the meeting to the Chairperson of the Shop Committee and the Regional Director within five (5) working days after the meeting, unless this period is extended by mutual agreement in writing.
- (F) After a case has been appealed to the Arbitrator but prior to the hearing of the case, the Regional Director or a specified member of the Director's staff will be granted permission to visit the plant for the purpose of investigating the specific grievance in accordance with all of the provisions of Article (2.4)(A) regarding plant visits.

(2.5) Appeal to Arbitration

In the event of failure to adjust a case by this point, it may be appealed to arbitration providing it is the type of case on which the Arbitrator is authorized to rule. Notice of appeal of such cases to the Arbitrator by the Union shall be given by the Regional Director to the Manager of Industrial Relations; in cases appealed to the Arbitrator by the Company, notice of such appeal will be given by the Company to the Regional Director. Cases not appealed to the Arbitrator within twenty-one (21) days from the date of a final decision given after review in an Appeal Committee meeting shall be considered settled on the basis of the decisions so given; provided, however, that within the twenty-one (21) day time limit a case may be withdrawn by mutual agreement without prejudice to either party.

- (A) After a case has been appealed to the Arbitrator, the UAW Regional Director, or the Director's designee, and the Manager of Industrial Relations, or the Manager's designee, shall select an arbitrator, schedule arbitration hearing dates and docket individual grievances for a hearing.
- (B) Individual grievances shall be docketed for arbitration in the order in which they are received. However, grievances involving continuing liabilities, e.g. discharge, loss of seniority, or employee transfers shall take precedence in scheduling arbitration hearings.
- (C) The parties shall make every reasonable effort to jointly select an Arbitrator as expeditiously as possible. If the parties are unable to select an Arbitrator within thirty (30) days after Management's receipt of Notice of Appeal, they shall by joint letter request the Federal Mediation and Conciliation Service to submit to them a list of seven (7) persons suitable for selection as Arbitrator. The parties shall indicate their preference for a listing of Arbitrators who are members of the National Academy of Arbitrators.

- (D) If the parties cannot agree upon one of the persons named on the list, the Company and the Union shall strike a name alternately until one name remains. Such remaining person shall act as Arbitrator until their tenure is terminated by written notice by either party and cases the Arbitrator is currently docketed for are exhausted. Each party shall notify the other party of its intention to terminate an Arbitrator before written notice is provided to the Arbitrator.
- (E) The Arbitrator shall have no power to alter, change, detract from or add to the written provisions of this Agreement, but shall have power only to apply and interpret those provisions of this Agreement to the settlement of issues and grievances arising thereunder.
- (F) The Arbitrator shall base the decision on the evidence and arguments presented by the parties at the arbitration hearing. All cases shall be presented to the Arbitrator in the form of a written brief prepared by each party, setting forth the facts and its position and the arguments in support thereof. The Arbitrator may make such investigation as may be deemed proper and may at their option hold a hearing open to the parties and examine the witnesses of each party and each party shall have the right to cross-examine all such witnesses and to make a record of all such proceedings. There shall be no post-hearing briefs. The decision of the Arbitrator shall be final and binding, shall be reduced to writing, and each party shall be furnished with a signed copy of the decision.
- (G) Concurrent with the process of docketing a case, the parties may mutually agree to submit the grievance to either the Federal Mediation and Conciliation Service or the State Labor Relations Commission for assistance in settling the grievance.

- (H) No case shall remain on appeal to arbitration for more than 180 days, unless extended in writing and by mutual agreement.
- (I) The fees and expenses of the Arbitrator shall be shared equally; all other expenses shall be borne by the party incurring them.
- (J) Moreover, it is understood that the Regional Director, UAW will be responsible for notifying the Senior Vice President - Administration of election to refer the case back to the Appeal Committee.

(2.6) Special Procedure-Contracting of Work

Grievances charging a violation of the Company's express commitments set forth in Articles (6.14)(A), (B), (C), and (J) shall be handled in the following manner:

- (A) When a grievance arises involving the above, it shall be reduced to writing on forms provided by the Company, signed by the Chairperson of the Shop Committee or the Shop Committeeperson involved, and referred to the Shop Committee at step two (2) of the grievance procedure. The grievance may then be processed in the grievance procedure through step four (4) under the terms of this Agreement, unless the Regional Director of the International Union elects otherwise as provided in Article (2.6)(B) below.
- (B) Within thirty (30) days of the date of Notice of Appeal to the Arbitrator, the Regional Director of the International Union will notify the Manager of Industrial Relations in writing of election to refer the case back to the Appeal Committee. Thereafter, the bargaining procedure provided in Article (10.6)(C) may then be applicable.

(2.7) Special Procedure - Impartial Medical Opinion (IMO)

Any grievance involving a dispute regarding an employee's job assignment which has resulted in a loss of work (except as provided in (A) below), or a refusal of Management to return an employee to work from sick leave of absence by reason of the medical findings of a physician or physicians acting for the Company, will be initiated at the second step, if such findings are in conflict with the findings of the employee's personal physician with respect to whether the employee is able to do a job to which they are entitled in line with seniority or do the disputed job assignment as the case may be. Failing to resolve the question, the parties may refer the employee to a local clinic or physician mutually agreed upon for an impartial medical opinion as to whether the employee is or is not able to do a job to which they are entitled in line with seniority or do the disputed job assignment as the case may be. If Management and the Union are unable to agree on any aspect of the referral to a clinic or physician, the case may be appealed as provided in the grievance procedure. Without adding to or modifying any other provisions of this Agreement or any of its Supplements, where an Impartial Medical Opinion (IMO) Program is in effect in a plant the medical authority(s) approved for such program may be the "local clinic or independent physician" provided for above. The expense of any mutually agreed to physical examination(s) in accordance with the above provisions of this Article (2.7) shall be paid one half by the Company and one half by the Union.

This procedure will also be applicable to a situation where an employee is prevented from being transferred to a job classification because of a medical finding by a physician acting for the Company, which medical finding the employee's personal physician does not thereafter detect.

- (A) *In the event the Company and the International Union are unable to mutually agree at the third step, on the referral to*

a clinic or physician, the case shall be considered as automatically appealed to the Arbitrator and shall be scheduled for arbitration as expeditiously as practicable. The case will then be handled in accordance with Article (2.5). Information furnished the Arbitrator shall include all relevant and material medical information that the parties themselves have jointly considered. When deciding medical questions, the Arbitrator shall seek such competent medical advice, including specialists, as may be deemed appropriate.

- (B) Any decision by a mutually agreed to medical authority at any step of this Article (2.7) procedure, or by the Arbitrator, shall be final and binding on the Union, the employee involved, and the Company. Any retroactive pay due the employee shall be limited to a period commencing with the date of filing of the grievance, or the date the employee became able to do a job to which they are entitled in line with seniority, whichever is the later. The Arbitrator shall have full discretion to set the amount of back pay, if any, when a dispute exists as to the back pay to which an employee may be entitled for any period during the processing of the grievance when the employee refuses to cooperate with diagnostic medical procedures at other than their own expense.

(2.8) Interviews for Contemplated Penalties

DISCIPLINARY LAYOFFS AND DISCHARGES

When a suspension, layoff or discharge of an employee is contemplated, the employee, where circumstances permit, will be offered an interview to allow them to answer the charges involved in the situation for which such discipline is being considered before they are required to leave the plant. An employee who, for the purpose of being interviewed concerning discipline, is called to the plant, or removed from work to the supervisor's desk or to an office, or called

to an office, will be advised that they may, if so desired, request the presence of the committeeperson to provide representation during such interview. When an employee requests a committeeperson as a result of being placed on notice of discipline, Management will identify a shop rule, where possible, on a non-prejudicial basis on the committeeperson call slip. Management retains the right to change the shop rule used for discipline at any time thereafter.

Under normal circumstances an employee's time is not stopped during a disciplinary interview. Industrial Relations will review the circumstances involved with all supervisors of hourly rate represented employees to insure this policy is followed.

(A) Representation Rights

Any employee who has been disciplined by a suspension, layoff or discharge will be furnished a brief written statement advising them of their right to representation and describing the misconduct for which they have been suspended, laid off or discharged and, in the case of a layoff, the extent of the discipline. Thereafter, the employee may request the presence of the committeeperson for their district to discuss the case privately with said committeeperson in a suitable office designated by Management. Suitable location is intended to mean that such interviews will be held away from the employee's job station or in an area where the interview will not be overheard by other employees, such as an office or supervisor's cubicle, before they are required to leave the plant. The committeeperson will be called promptly. Whether called or not, the committeeperson will be advised in writing within one working day of 24 hours of the fact of written reprimand, suspension, layoff or discharge and will be given a copy of the statement given to the employee. After a suspension has been converted to a layoff or discharge, the committeeperson will be notified in writing of the fact of layoff or discharge. The

written statement furnished to the employee pursuant to the first sentence of this article shall not limit Management's rights, including the right to rely on additional or supplemental information not contained in the statement to the employee.

(B) Providing Penalty Copies

The employee will be tendered a copy of any warning, reprimand, suspension or disciplinary layoff entered on their personnel record, within three (3) days of the action taken. In imposing discipline on a current charge, Management will not take into account any prior infractions which occurred more than three (3) years previously nor impose discipline on an employee for falsification of their employment application after a period of twelve (12) months from date of hire.

(C) Processing Penalty Grievances

It is agreed between the parties that the procedure for processing grievances protesting disciplinary suspensions, layoffs, and discharges shall be as follows:

- (1) Such grievances must be filed within three (3) working days of the layoff or discharge.
- (2) The grievance will first be discussed at step one of the grievance procedure between the supervisor and the committee person, and a decision rendered by the supervisor, who will enter the disposition on the front side of the grievance form.

- (3) If not resolved, the committee person will appeal the grievance to step one and one-half by entering the appropriate notation on the grievance form. It shall then be the responsibility of supervision to arrange for a mutually agreeable step one and one-half meeting in a timely manner. A decision will be rendered by a higher supervisor, who will enter the disposition on the back of the grievance form. Such answers must be given within five (5) working days after the initial receipt of the grievance, unless otherwise extended by mutual agreement in writing. Problems arising in scheduling such meetings may be raised directly with Industrial Relations for correction where warranted.
- (4) If not resolved, the committee person may appeal the grievance to step two of the grievance procedure by entering the appropriate notation on the grievance form. The grievance shall then be scheduled on the agenda for the next Management-Shop Committee meeting. Management shall render its decision on the grievance in the form of a second step answer or settlement statement to appear in the regular minutes of the Management-Shop Committee meeting. The Union shall process its "Notice of Unadjusted Grievance" on the basis of this second step answer.
- (5) If not resolved, the Shop committee may appeal the grievance to step three of the grievance procedure, in accordance with the provisions of Article (2.4) of this Agreement.

- (6) To insure its compliance by all supervisors, Management has taken the necessary steps through special training programs to thoroughly familiarize all supervisors with these requirements, including the proper method of conducting disciplinary interviews in a suitable location, and the right of an employee to confer with the committeeperson.
- (7) If either party has a problem with this procedure, it is agreed that either party may initiate a meeting directly with the other party for the purpose of resolving the problem. Such meeting will be held within five (5) working days of such notice by either Management or the Shop Committee.

(2.9) Miscellaneous Discipline Settlements

- (A) No employee will be placed on notice of disciplinary action for more than twenty-four (24) hours and if no discipline is assessed within this period the matter will be closed. If an unusual situation would develop requiring a more extensive investigation, the Chairperson of the Shop Committee will be advised.
- (B) Substantiating statements requested by Management concerning an employee's absence, such as from a doctor, court appearance date, car repair receipt, etc., will be returned to the employee upon request as soon as possible but in any event by the next normal work day.
- (C) Disciplinary violation tickets that by grievance settlements are no longer considered a part of an employee's disciplinary record will be blocked out. This includes the blocking out and removal of such tickets from departmental records. Instances of employee discipline which have been rescinded by grievance settlements will be completely blocked out to prevent prior reference on the employee's formal discipline record (green card).

- (D) Necessary arrangements will be made to pay back pay claims resulting from grievance settlements within fourteen (14) days following the pay period in which the claim is granted.
- (E) When paychecks are available for release by payroll, employees who receive time off penalties that extend beyond the normal payday will be given their checks prior to leaving the plant.
- (F) In connection with the investigation and discussion of grievance situations, any and all pertinent data and information concerning the employee will be furnished. In cases of medical records or other employee records judged by general standards to be of a confidential nature, such information will be released only with the written authorization of the employee in order to provide both parties with the necessary legal protection. Requests for medical information by Union representatives must be directed to the Industrial Relations department.
- (G) Employee disciplinary cards from Hourly Personnel records that are completely blocked out or if the only discipline on the employee's record is three (3) years old or older will be destroyed.
- (H) The loss of Holiday Pay will not be included as part of the disciplinary penalty assessed.
- (I) The Master Agreement provisions clearly recognize the impropriety of threats toward employees as a result of grievance settlements. Specifically it is not the intent of Management to engage in any action which might "impair or weaken the grievance procedure."

ARTICLE 3 REPRESENTATION

The Union shall be represented in the Detroit Diesel, Redford bargaining unit as follows:

(3.1) Ratio

In the ratio of not to exceed one district committeeperson for each two hundred employees covered by this Agreement. Any deviation from these rules to cover special conditions in the plant will be negotiated between the Company and the International Officers of the Union.

(3.2) District Committeepersons

The bargaining unit will be districted by agreement between Plant Management and the Shop Committee so that insofar as practicable each district on each shift shall contain approximately two hundred employees. Each committeeperson shall have a definitely defined district. The members of the Union in each such district shall select a committeeperson who is working in that district to represent the employees in that district. An alternate district committeeperson in each district, whose duties shall be the same as those of the regular district committeeperson for that district while they are absent from the plant, may be selected by the members of the Union. The total number of employees receiving a regular payroll check for work performed (plus employees who did not receive a regular payroll check who are on an approved vacation or leave of absence pursuant to Article (8.1) and (8.3) short term) during a week representative of normal operations, mutually selected by Plant Management and the Shop Committee, will be the number used for redistricting. The plant shall be redistricted not more frequently than at six-month intervals, upon request of either Plant Management or the Shop Committee, when there is a change in the number of employees equal to two hundred or five percent, whichever is greater. Thereafter, redistricting shall be accomplished within twenty working days of such request.

(3.3) Shop Committee

The Shop Committee shall be as follows:

- (A) Five (5) District Shop Committee members elected from their respective first shift districts;
- (B) One (1) District Shop Committee member elected from the remaining shift districts; and
- (C) One (1) Chairperson of the Shop Committee to be elected at large.

(3.4) Committeeperson Time

Committeepersons will be permitted to leave their work after reporting to their respective department and recording their time according to local practice. Committeepersons will be permitted to leave their work during their regular working hours on their shift when they are working on grievances or working on other legitimate representation functions.

- (A) No one shall be eligible to serve as a committeeperson unless they are an employee and until their name has been placed on the seniority list and they are working in the plant.
- (B) Committeepersons shall enter and remain in the plant only on their respective shifts unless otherwise agreed to by Management.
- (C) It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and Management.
- (D) Upon entering a department in the fulfillment of their duties, the committeeperson shall notify the supervisor of that

department of their presence and purpose or give the supervisor a copy of the written complaint providing said supervisor has not already received one.

- (E) In the event an employee requests representation under Article (2.1) prior to being notified that they are being temporarily transferred to another district, the committeeperson for the employee's regular district may respond to the request, providing the districts involved are in reasonable proximity and there is no change of shift.

(3.5) Employment of Committeepersons

- (A) For the purposes of representation in handling grievances and other legitimate representation functions as provided herein, committeepersons will be offered work, regardless of seniority, in their districts, and be paid their regular rate of pay for such work. Committeepersons are employed during other than the regular hours of their jobs as provided herein:

MEMBERS OF SHOP COMMITTEE				
	District Committeepersons	Alternate Committeepersons	Who are also District Committeepersons	Chairperson of Shop Committee who is chosen at Large
Regular hours of their jobs	All	All	All	
Overtime of their respective jobs	All	All	All	
When their regular jobs are not working but there are 10 or more employees covered by this Agreement working in their districts on their respective shifts, including Saturday, Sunday and holiday overtime	All	When the district committeeperson is absent or is <u>regularly scheduled to work in their EOT group.</u> (1) (2)	All	When 10 or more employees covered by this Agreement are working in the plant (2)

(1) If the district committeeperson has been advised to work and fails to inform the Management that they will not be at work, there is no responsibility on the Management to call the alternate committeeperson.

(2) Except on continuous seven-day operations or operations manned by rotating or alternating shifts.

- (B) The above provisions do not require that the committee-person be called earlier than the regular starting time of their job because some employees in their district start work earlier than their starting time or give overtime when some employees in their district start and quit later than their job.
- (C) Any problem arising under or not covered by the above provisions, including representation for shifts comprising fewer than 200 employees, shall be subject to local negotiations with the Plant Management, with the right of appeal under the Grievance Procedure. If the problem is not resolved through local negotiations, it may be raised by the International Union directly with the Company's Industrial Relations Staff.

(3.6) Employment of Members of the Shop Committee Provided for in Article (3.3)

- (A) Their shift starting and ending time will be the starting and ending time of the majority of the employees they represent and Management reserves the right to require them to ring in and out in the same manner as other employees are required to do.
- (B) They shall be paid at their regular straight time hourly rate, as of the time they assumed their duties as committee-persons for the time they are scheduled to be and actually are in the plant for representation purposes.

This rate shall be adjusted in accordance with any adjustments made in the rate for the classification they then held.

When provisions of the Seniority Agreement entitle the committee-person to return to their former group on a higher rated job, their rate will be adjusted in accordance with such provisions.

(C) They shall be scheduled to report at the plant for representation purposes, as follows:

- (1) All regular hours up to eight that their district or zone is scheduled to operate, on their respective shifts.
- (2) Other than regular hours (including overtime, part time or temporary layoffs, inventory or plant rearrangement).

Members of the Shop Committee covered by the provisions of Article (3.4) shall be scheduled to report for representation purposes when ten (10) or more employees covered by this agreement are working in their districts.

The Chairperson of the Shop Committee covered by the provision of Article (3.4) shall be scheduled to report for representation purposes when ten (10) or more employees covered by this Agreement are working in the plant on their respective shifts.

(D) In the event of a permanent reduction in force, the committeepersons provided for in Articles (3.2) and (3.3) shall be retained regardless of seniority as long as any employees whom they represent are retained at work in their district or zone, provided, however, that the number of such committeepersons shall not exceed the number provided for in Article (3.2). The Chairperson of the Shop Committee shall be retained regardless of seniority as long as any employees are retained in the plant.

(E) The names of the committeepersons and alternate committeepersons in each district and the names of the committeepersons constituting the Shop Committee designating those provided for in Article (3.3) shall be given in

writing to Management. No committeeperson shall function as such until Management has been advised of their selection, in writing, by the officers of the Union, Chairperson of the Shop Committee, or an International Officer. Any changes in committeepersons shall be reported to Management in writing as far in advance as possible.

- (F) Any committeeperson having an individual grievance in connection with their own work may ask for a member of the Shop Committee to assist them in adjusting the grievance with the Supervisor.

(3.7) Job Status of Committeepersons (Shop, District and Alternate) During Periods of Reduced Employment

- (A) When there is a reduction in force the committeepersons and alternate committeepersons, except those provided for in Article (3.3), shall at the point they would be subject to being removed from their respective district be retained in their district as long as employees remain working in their district or until the provisions of Article (3.2) are implemented.
- (B) If after complying with all of the terms of this Agreement either or both the committeeperson or the alternate committeeperson, except those provided for in Article (3.3), are laid off, they will be the first to be recalled in their regular group when work starts in that group.
- (C) Committeepersons shall be paid at their regular rate for the time spent in the plant on their respective shifts as provided in this Representation Article.

(3.8) Job Status - Local Union Officials

- (A) The President, one Vice-President, the Local Union Benefit Representative(s), the Local Union Health and Safety Representative(s) and the Union Local Apprentice Committee Chairperson shall, at the point where they would be subject to layoff from the plant in a reduction in force, be retained at work in the plant regardless of their seniority, provided they can do a job that is operating. This will not apply in cases of temporary layoffs, inventory, material shortages, machine breakdowns, etc.
- (B) While on leave of absence, no employee shall serve as a committeeperson.
- (C) Committeepersons shall be governed by the local plant rules regarding employees entering and leaving the plant. However, members of the Shop Committee and local Union President may leave the plant on Union business when arrangements are made as far in advance as possible with the Plant Management by the President of the Local Union, Chairperson of the Shop Committee or International Representative.
- (D) The Chairperson of the Shop Committee in plants employing 500 or more employees will be permitted to leave the plant in accordance with Article (3.8)(C) and will be paid their regular rate for up to four hours per day Monday through Friday, while they are out of the plant attending to Union business during straight time hours when they would otherwise be entitled to be in the plant for representation purposes. The Chairperson shall notify the designated Management representative, if available, when leaving and returning to the plant during working hours. The Chairperson of the Shop Committee in plants employing less than 500 employees, but more than 250 employees,

will be permitted to leave the plant in accordance with the above and will be paid their regular rate for up to eight (8) hours per week, which will be a reservoir available at the start of the week, to be drawn upon during the week Monday through Friday. Any single period of absence must be for a minimum of two (2) hours.

(3.9) Functioning In a Businesslike Manner

The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving legitimate grievances.

Committeepersons acting properly in their official capacity should be free from orders by supervision which, if carried out, would impair the orderly investigation and presentation of grievances. Actions which tend to impair or weaken the grievance procedure, whenever they occur or in whatever manner or form, are improper.

Committeepersons traveling through the plant on legitimate business will not be prevented by supervision from having a brief casual conversation with an employee.

Committeepersons have a responsibility to the Union and the employees they represent to conduct themselves in a businesslike manner and shall conform to the shop rules. The normal standard of conduct applicable to all employees shall be applied to committeepersons.

(3.10) Special Skilled Trades Representative

- (A) On a shift where there are 30 or more skilled trades employees who are not represented by a District Committeeperson who is classified as a skilled trades employee, a Special Skilled Trades Representative may be

selected as (agreed between the parties) to assist in handling skilled trades grievances.

(1) If there is a District Committeeperson on the shift classified as a skilled trades employee, such District Committeeperson shall be the designated Special Skilled Trades Representative on that shift. If there is more than one District Committeeperson on the shift classified as a skilled trades employee, only one shall be selected as the Special Skilled Trades Representative by the Union.

(2) Where there is no District Committeeperson on a shift classified as a skilled trades employee, the Local Union will select a skilled trades employee from among those working on that shift to be the Special Skilled Trades Representative and a reservoir of 12 scheduled straight time hours for Monday through Friday will be established for that person to handle the duties specified below without loss of pay except that time spent attending the regular Shop Committee meetings pursuant to Article (3.10)(B)(3) below will not be charged against this reservoir.

(B) Upon written notification designating the Special Skilled Trades Representative selected pursuant to Article (3.10)(A) above, that representative will be allowed to leave their job assignment without undue delay to perform the following duties:

(1) If a District Committeeperson who is not a skilled trades employee is called pursuant to Article (2.1) to represent a skilled trades employee or to handle a specified grievance concerning an alleged violation of one of the provisions of Article (6.1) through (6.14) such committeeperson may request that the supervisor

call the Special Skilled Trades Representative for that shift. Before a grievance is reduced to writing by the District Committeeperson, the Special Skilled Trades Representative may assist the District Committeeperson in a consultative and advisory capacity, and in doing so, if necessary, may make an independent investigation of the grievance and submit a report to the District Committeeperson. The Special Skilled Trades Representative may not function as a committeeperson nor initiate a grievance.

- (2) If the grievance is reduced to writing by the District Committeeperson and the Special Skilled Trades Representative has made an independent investigation and submitted a report to the District Committeeperson on that grievance before it is reduced to writing, the Special Skilled Trades Representative may, at the request of the District Committeeperson, assist the District Committeeperson in a consultative and advisory capacity during the committeeperson's discussions conducted with supervision pursuant to Article (2.1) of the Master Agreement. During discussions with higher supervision, the Special Skilled Trades Representative will function as an alternative to the second committeeperson provided for in the provisions of Article (2.1)(A) of the Master Agreement.
- (3) In those plants where there is no member of the Shop Committee classified as a skilled trades employee, one Special Skilled Trades Representative will attend regular Shop Committee meetings to serve in a consultative and advisory capacity during the resolution of an open issue or discussion of a grievance which involves a specific skilled trades issue and which alleges a violation of this Agreement, or Articles

(1.4)(B) and (10.3) or one of the provisions of Articles (6.1) through (6.14) of this Agreement.

(4) In the event there is no committeeperson classified as a skilled trades employee representing skilled trades employees, one Special Skilled Trades Representative will attend the special conference provided for in the provisions of Article (6.14) of the Master Agreement, replacing one of the Union's representatives provided for in that section, to serve in a consultative and advisory capacity during such conference.

(5) In the event none of the Local Union representatives designated in Article (6.14)(H) are skilled trades employees, one Special Skilled Trades Representative will replace one of those representatives during the specified advance discussion and serve in a consultative and advisory capacity during those discussions.

(C) Where the Special Skilled Trades Representative is selected pursuant to Article (3.10)(B)(2), even though they are not a committeeperson, they will nevertheless be governed by the provisions of article (3.4)(A),(B),(C),(D), and (E) of the Master Agreement.

(D) The provisions of article (3.5)(A) of the Master Agreement will not be applicable to the Special Skilled Trades Representative.

ARTICLE 4 SENIORITY

(4.1) Acquiring Seniority

Employees shall be regarded as temporary until their names have been placed on the seniority list. There shall be no responsibility for the reemployment of temporary employees if they are laid off or discharged during this period. Any claim by a temporary employee made after 30 days of employment that his layoff or discharge is not for cause may be taken up as a grievance.

Employees may acquire seniority by working 180 days during a period of twelve (12) continuous months, in which event the employee's seniority will date back 180 days from the date seniority is acquired.

When employees acquire seniority, their name will be placed on the seniority list for their occupational group in the order of their seniority.

- (A) Up to date seniority lists will be posted on the plant seniority boards at 60 day intervals except that when there are *seniority employees on permanent layoff the list will be posted* each 30 days prior to the first day of the following month.

(4.2) Rules for Computing Seniority of Employees Who Acquire Seniority by Working 180 Days Within Twelve Continuous Months, and Computing the Period Specified in Article (4.1).

- (A) Credit toward acquiring seniority will begin with the first day worked by the new employee and will include the subsequent days of that pay period.
- (B) Thereafter during twelve (12) consecutive months until they acquire seniority they will receive credit for seven days for each pay period during which they work except that credit will not be given for any days the employee is on layoff.

- (C) No credit will be given for any pay period during which for any reason, the employee does not work except as provided in Article (8.2)(B) and Article (8.11) and in the case of the pay period in which the full week of Christmas holidays fall, provided the employee would otherwise have been scheduled to work.
- (D) Unless the employee is at work on the 180th day of the accumulated credited period, they must work another day within their probationary period to acquire seniority. If the 180th day of the accumulated credited period falls on a holiday, the employee will be considered as having seniority as of the holiday. If the 180th day of the accumulated credited period falls on their vacation pay eligibility date, the employee will be considered as having seniority as of the vacation pay eligibility date.
- (E) In the event a temporary employee is summoned and reports for jury duty as prescribed by applicable law during the period of twelve (12) continuous months preceding the date they acquire seniority pursuant to Article (4.1), the employee's seniority when acquired will be adjusted to give the employee credit for seven (7) additional days for each week in the period which was not worked and during which jury duty was performed. The employee must furnish evidence that the jury duty was performed in order to receive seniority credit in accordance with this provision.

(4.3) Seniority Lists

- (A) The seniority list shall contain each employee's name, occupational group, plant seniority date, and, if different than the employee's plant seniority date, skilled trades date of entry or skilled trades seniority date. This will not require a change in any mutually satisfactory practice now in effect.

- (B) Each three (3) months the Chairperson of the Shop Committee shall be given two (2) up-to-date copies of the complete seniority list of the plant containing each employee's name, department number, occupational group or classification, plant seniority date, and, if different than the employee's plant seniority date, skilled trades date of entry or skilled trades seniority date. An additional copy of each such list shall be given to the Financial Secretary.
- (C) Following the end of each month the Chairperson of the Shop Committee shall be furnished two (2) copies and the Financial Secretary shall be furnished one copy of the list of names, department number and seniority dates of employees who during the preceding month have:
- (1) Acquired seniority.
 - (2) Been granted a leave of absence for military service.
 - (3) Been granted other types of leaves of absence of more than 30 day's duration.
 - (4) Returned to work from a leave of absence described in (B) and (C) above.
- (D) Management will designate on the list those employees who ceased to be subject to the check-off and the reason thereof.
- (E) Each week the Chairperson of the Shop Committee shall be furnished two (2) copies and the Financial Secretary shall be furnished one copy of the list of names and department numbers of the employees who during the preceding week:

- (1) Became new hires into the bargaining unit (by classification those hired as journeypersons, including identification of apprentice graduates),
- (2) Returned to work from permanent layoff,
- (3) Transferred,
 - (a) into the bargaining unit, or
 - (b) out of the bargaining unit (to supervisory or non-supervisory position).
- (4) Had their employment terminated while in a temporary employee status, including the date of hire and last day worked of each such employee,
- (5) Lost seniority, and the reason therefore,
- (6) Became deceased (including retired employees),
- (7) Were placed on permanent layoff.

The list shall contain the seniority dates of employees listed under (2) (3) and (4). It shall also include a notation of the seniority date of the employee with the longest seniority who is laid off.

- (F) Each month the Financial Secretary shall be furnished with the names, social security numbers, department numbers and clock numbers of those employees on the active roll or on layoff, as of the last day of the final payroll period ending in the month, for whom no deductions were made during that dues deduction month and the reason therefore. In the event an employee breaks seniority or transfers out of the bargaining unit during the previous dues deduction

month and has an unpaid dues liability, the amount of such liability will be shown on this list. This information should be furnished along with the dues remittance report. The Financial Secretary will be advised of the order in which the names will be listed and of any future changes in the order of the listing as far in advance as possible.

(4.4) Definitions

- (A) The purpose of this Agreement is to provide an orderly means of laying off and rehiring employees in accordance with their seniority status.
- (B) For purposes of layoff and recall under the terms of this Agreement, employees having the same seniority date will have their seniority status established alphabetically by their last name in accordance with the following, alphabetical letter coming first having the greater seniority.

January 1, 1999 - Z to A

January 1, 2000 - A to Z

January 1, 2001 - Z to A

January 1, 2002 - A to Z

January 1, 2003 - Z to A

January 1, 2004 - A to Z

- (C) Seniority shall be by non-interchangeable occupational groups plant-wide. Each classification within the plant will constitute a separate non-interchangeable occupational group.

- (D) The entire bargaining unit shall constitute one seniority unit consisting of the following divisions:
 - A. Machining
 - B. Assembly/Test
 - C. Services
 - D. Skilled Trades

- (E) In the event of new classifications during the life of this Agreement, they shall be placed appropriately in the seniority divisions by mutual agreement.

(4.5) Permanent Reduction in Force Procedure (Non-Skilled)

- (A) This Article applies to permanent layoffs for an indefinite duration, other than temporary layoffs as defined in Article (4.10), and/or to a reduction in the number of employees in a non-interchangeable occupational group.

- (B) Temporary employees, as defined by this Agreement, in the non-interchangeable occupational group being reduced will be removed first.

(4.6) Layoff Procedure

In a reduction in force which will result in a permanent reduction in the number of employees in any classification the following procedure will apply:

- (A) Starting with the least seniority employee in the division affected, employees will be removed in seniority order.

- (B) Openings created as a result of this procedure will first be filled from available excess employees in other classifications within the seniority division affected. Once the employment needs are identified in the seniority division, those employees identified as excess in their respective

classification will be offered the opportunity to fill openings, by rate, in the seniority division, by seniority. If an imbalance of employees to openings results through this procedure, for the purpose of implementing this portion of this Agreement, the provisions of Article (7.9)(D) of the Transfer Agreement are waived, and employees will be placed into the higher rated openings, least seniority first.

- (C) Employees transferred to other non-interchangeable occupational groups under this Article will establish seniority immediately in such groups.

(4.7) Recall Procedure

Seniority employees who have been laid off to the street will be recalled in line with seniority as openings occur, to any group where they have seniority rights under the applicable provisions of this Agreement.

- (A) Employees being recalled to openings in their Seniority Division will have priority over transfers, except as otherwise provided in Article (4.6) of this Agreement.
- (B) Employees at work who have been removed from their original seniority division will have an automatic recall right back to that division, including their original non-interchangeable occupational group, as openings occur.
- (C) Employees will be afforded an opportunity to reject their automatic recall rights as referred to in Article (4.7)(B). In the event an employee rejects an opportunity to return to any non-interchangeable group or classification, it is understood between the parties such waiver constitutes a complete forfeiture of all subsequent recall rights of that employee, including the original non-interchangeable occupational group or classification from which the employee was initially reduced.

- (D) Employees must exercise their waiver option upon being contacted by a Management representative. Acceptance or rejection of a recall right must be put in writing on forms provided by Management and signed and dated by the employee.
- (E) The understanding applies only to the employees at work in the plant being recalled under the appropriate provision of this Seniority Agreement. The waiver option does not apply to employees during a reduction in force pursuant to the provisions of Article (4.6).
- (F) The waiver option does not apply for employees laid off to the street and who are recalled back to work under the provisions of Article (4.7).

(4.8) Return to Former Department

Employees who have been returned to their original classification held at the time the reduction in force began in accordance with Article (4.6), or were transferred from one department to another within the same classification, and who desire to return to their original department, shall have the right to make such application at the Hourly Personnel Department on the employee's own time.

- (A) Applications for transfer under this Article must be filed within 30 calendar days from the date the employee is returned to their former classification or the original transfer from one department to another within the same job classification.
- (B) Employees who have filed proper application for transfer under this Article shall have the right to openings over lesser seniority applicants under this procedure and new hires in the original department they have made application for return to their classification, except during a period of

reduction in force when such openings may be filled in accordance with other provisions of the Seniority Agreement. It is understood that openings filled in accordance with this procedure will not be considered vacancies under the provisions of Articles (7.1) and (7.2).

- (C) An employee who has filed proper application under Article (4.8) may withdraw such application, providing such withdrawal is made in writing at time of offer.
- (D) Article (4.8) will also provide the means for an employee reduced from the classification of Machining Setup to return to any classification in their original department, seniority permitting.
- (E) Employees who have been transferred to a different non-interchangeable occupational group pursuant to the provisions of the Transfer Agreement during a period of reduction in force or recall under the terms of the Seniority Agreement will not be subject to recall to any previously held non-interchangeable occupational group.

(4.9) Reduction/Recall Placements - Time Limits

The procedure of this "PERMANENT REDUCTIONS IN FORCE, LAYOFF, AND RECALL PROCEDURE" Article will apply with the understanding that the layoff and/or reduction, and recalls, will be completed and employees placed in accordance with the terms of this Agreement as soon as possible, but in any event no later than 90 days, unless a longer period is agreed to between Management and the Union.

(4.10) Temporary Layoff and Recalls

- (A) All layoffs are considered permanent except the following, provided they do not exceed 90 days, unless otherwise extended by mutual agreement at which time they will be considered as permanent layoffs:

- (1) For any reason, but known at the time to be temporary.
- (B) In an equalization of overtime hours group affected by a temporary layoff, employees with the greatest seniority will be laid off first unless they apply to work during such periods as provided herein subject to the following: Management is able to retain those employees needed to operate efficiently; non-seniority employees and employees with less than one (1) year of seniority are the first to be laid off; there is a waiver of liability; and provision is made for a satisfactory advance application.
- (1) Employees with one or more years seniority may apply to work during the first two (2) months, January and February, of each year to their supervisor. This application will remain in effect and will apply to all layoffs which may occur from March 1st of that year through the last day of February the following year. This application may be revoked at any time; however, such employees may not reapply until the next application period the following year. Employees who gain one year of seniority during the year or employees returning from layoff after the application period may apply during the subsequent fourteen (14) days. Such application will be effective the first Monday following five (5) working days. Thereafter the above will apply.
- (2) Management will examine the file of applicants submitted from employees of the affected group, with more than one year of seniority, who request to work. The applicants with the longest seniority status as compared to other applicants in the group will be retained for available work. Thereafter, if it is necessary to layoff additional employees in the affected groups, employees who have not filed an application to work may be laid off in reverse order of the plant-wide seniority (i.e., oldest first).

- (3) In the event overtime is worked in the affected equalization groups during the period of temporary layoff, employees who are working during this period will be considered by equalization group for such overtime work. Employees on temporary layoff will not be considered available for overtime and will not be charged.
- (4) With respect to skilled trades employees in the event of a temporary layoff, employees shall be retained at work by classification, by shift, by equalization group, by seniority. Such employees will be temporarily laid off in accordance with the above provisions of this Agreement.
- (5) Employees with one year or more of seniority will be recalled in reverse order from which they were temporarily laid off. Employees with less than one year of seniority who have been temporarily laid off will be recalled in order of seniority, highest seniority first, as needed.

(4.11) Skilled Trades - Permanent Reduction in Force, Layoff and Recall Procedure

- (A) Each of the skilled trades classifications shall constitute a separate *non-interchangeable occupational group*. The seniority of employees in the skilled trades non-interchangeable occupational groups will be governed by the applicable provisions of this Agreement. Leaders will be considered a part of the skilled trades classification over which they perform such duties for the purposes of their seniority status.
- (B) In the event of a reduction in force, employees will be laid off from their non-interchangeable occupational group in

line with their seniority, least seniority employee first, and shall be recalled in reverse order of their layoff.

- (C) If openings occur journeypersons who are laid off per Article (4.11)(B) will also have the right to be rehired by seniority over new hires and trainees in other skilled trades classifications in which they are also qualified journeypersons and their seniority will be determined per Article (4.11)(F).

(D) **Employees Having Same Skilled Trades Seniority Date**

For the purpose of layoff and rehire, where two (2) or more employees have the same skilled trades seniority date in a skilled classification, their seniority shall be determined by their plant seniority. If their plant seniority is the same, the provisions outlined in Article (4.4)(B) of this Agreement shall apply.

(E) **Transfer of Qualified Journeyperson From Production**

When an employee is transferred from a non-skilled classification to a skilled trades group classification for which the employee is a fully qualified journeyperson, the employee will have a date of entry into that skilled trades group as of the date of assignment to such skilled trades group and will relinquish all seniority rights to a non-skilled job classification with respect to layoff or recall rights.

(F) **Transfer or Rehire of Journeyperson from One Skilled Group to Another Skilled Group for Which the Employee is Qualified.**

If it becomes necessary to transfer or rehire a qualified journeyperson from one skilled trades classification to another in which the employee is also a qualified journeyperson,

such employee shall have a date of entry in the new classification, and for the purposes of layoff only will retain and accumulate seniority in the classification from which the employee was transferred until the employee has completed 60 days in the new classification, at which time the employee's accumulated skilled trades seniority will be established in the new classification.

(4.12) General Provisions

- (A) In the event of disqualification, the employee will be transferred to another job at an equal or lower rate. On a plant wide basis, capability and seniority permitting, to either fill openings or displace lesser seniority employees.

Employees displaced because of this procedure will be handled in accordance with the terms of Article (4:6)(A) of the layoff procedure.

- (B) In the event of reduction in force in a Machining Setup classification in the department(s) over which this classification services, employees will be reduced in seniority order, starting with the least seniority employee, and shall be assigned to displace the least seniority employee in the highest classification in the department(s) over which they are Machining Setup, seniority permitting.

- (C) Seniority employees, who, because of physical limitations, based on satisfactory evidence, are unable to perform work to which they are assigned, will be transferred to other non-interchangeable occupational seniority groups in their department or any other department in the plant on work of a more suitable nature which they are capable of doing.

- (1) Such transferred employees will displace employees with less seniority who in turn will be accorded

plant-wide seniority rights and they shall be transferred to work they are capable of doing. This provision will apply to skilled trades employees only within their job classification.

(2) Employees who have been transferred under this procedure, and whose physical limitations are removed by the Plant Medical Director, will be returned to their former classification, as openings occur.

(D) The terms "journey person" or "skilled trades journey person" when used in this agreement means an employee who:

(1) Has satisfactorily completed an apprentice training course registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor with similar standards to the DDC-UAW Apprentice Training Program; or

(2) one who has been reclassified as a journey person under Article (6); or

(3) one, newly hired, who has proved eight (8) years worked in the trade for which application is made.

(4.13) Salaried Transfers

Any employee who has been transferred from a salaried position to a job classification in the bargaining unit shall be credited with the seniority established prior to March 1, 1977, and all time worked in the bargaining unit subsequent to October 15, 1984 provided:

(1) The employee previously worked on a job classification in the bargaining unit. This shall also be applied to employees who were promoted prior to certification of the Union.

- (2) Employment with the Company has remained unbroken.

It is agreed between the parties that under the application of Article (4.13)(2) of the DDC-UAW Master Agreement employees returning to the bargaining unit from permanent salaried positions will be placed in a tertiary opening as determined by Article (7.2) of the Master Agreement.

The transfer of an employee from a salaried position back to the bargaining unit will not result in the layoff of a seniority employee.

(4.14) Loss of Seniority

Seniority shall be broken for the following reasons:

- (A) If the employee quits.
- (B) If the employee is discharged.
- (C) If the employee is absent for three (3) working days without properly notifying the Management, unless a satisfactory reason is given. After the unreported absence of three (3) working days, Management will send clear written notification to the employee's last known address as shown on the Company records, that seniority has been broken and it can be reinstated if, within three specified working days after delivery or attempted delivery of such notice, said employee reports for work or properly notifies Management of absence. A copy of such Management notification will be furnished promptly to the Chairperson of the Shop Committee. If the employee complies with the conditions set forth in the notification seniority will be reinstated if it has not otherwise been broken; however such reinstatement shall not be construed as limiting the application to the case of the Shop Rule regarding absence without reasonable cause.

- (D) If the employee fails to return to work within five (5) working days after being notified to report for work, and does not give a satisfactory reason, such notice shall be clear in intent and purpose. A copy of Management's notification of such loss of seniority will be furnished promptly to the Chairperson of the Shop Committee.
- (E) If the employee is laid off for a continuous period equal to the seniority acquired at the time of such layoff period or, in the case of an employee with less than one year of seniority, 18 months or, in the case of an employee with one or more years of seniority, 36 months whichever is longer; however, an employee whose seniority is so broken shall, for a period of 60 months beginning with the employee's last scheduled work day prior to layoff, retain a right to be rehired in accordance with the seniority date the employee had established at the plant as of such last day scheduled. An employee who is rehired, and who reacquires seniority at the plant, pursuant to Article (4.1), within 60 months immediately following the last day worked prior to the layoff during which seniority was broken by virtue of this Article (4.14)(E) shall have the new seniority date adjusted by adding an amount equal to the seniority acquired at that plant as of such last day worked.

For the purpose of computing the period for breaking seniority only, the first day of that period will be the next otherwise regularly scheduled work day after layoff. In the case where the next otherwise regularly scheduled work day is a Monday holiday as listed in Article (8.14) that Monday will be considered the first day of that period.

- (F) Retirement as follows:
- (1) An employee who retires, or who is retired under the terms of the Pension Plan, shall cease to be an employee and shall have their seniority canceled.
 - (2) An employee who has been retired on a permanent and total disability pension and who thereby has broken seniority in accordance with subsection (1) above, but, who recovers and has the pension discontinued, shall have their seniority reinstated as though they had been on a sick leave of absence during the period of disability retirement, provided however, if the period of disability retirement was for a period longer than the seniority they had at the date of retirement, they shall, upon the discontinuance of ~~their disability pension, be given seniority equal to the~~ amount of seniority they had at the date of such retirement.
 - (3) If an employee retired for reasons other than total and permanent disability who has lost seniority in accordance with subsection (1) above, is rehired such employee will have the status of a new employee and without seniority, and shall not acquire or accumulate any seniority thereafter, except for the purpose of applying the provisions governing Holiday Pay and Vacation Pay.
- (G) An employee whose seniority is broken under the provisions of Articles (4.14)(A), (4.14)(B), (4.14)(C), (4.14)(D) or (8.9)(A), (8.9)(B), will, in the event seniority is reinstated, be reimbursed for any contributions made pursuant to the Supplemental Agreements (Life and Disability Benefits Program and Health Care Program) which the Company would have made, in accordance with the employee's

revised status, under the applicable provisions of the Life and Disability Benefits Program and the Health Care Program. An employee who is assessed a disciplinary lay-off which is subsequently reduced or rescinded, will be reimbursed for any contributions made pursuant to the Supplemental Agreements (Life and Disability Benefits Program and Health Care Program) which the Company would have made, in accordance with the employee's revised status, under the applicable provisions of the Life and Disability Benefits Program and the Health Care Program.

(4.15) "Clearing Out" of Employees

- (A) In those cases where employees are being laid off, any processing required will be conducted on company time. In cases of employee quits, however, the employee is expected to complete any processing requirements on the employee's own time.

- (B) Employees who are laid off in a permanent reduction in force will be given a layoff package prior to leaving the plant. Employees being temporarily laid off for one full pay period or longer will be given an M.E.S.A. card by their supervisor prior to leaving the plant.

(4.16) Seniority Divisions

Machining

Auditor

Auditor II

Auditor S-60

Machinist A

Machinist B

Machinist C

Machinist D

Machine Setup

Parts Repair

Assembly-Test

Assembler

Assembler Coordinator/Trainer

Audit Teardown

Production Painter

Test Operator

Test Operator/Repair

Service

Crib Attendant

Garage Attendant

Housekeeping Services

Janitor

Material Handler

Oiler-Machinery & Equipment

Driver - Outside Transport

Power Sweeper

Truck Driver - Inside

Waste Water Treatment Attendant

Yard Labor Maintenance

Skilled Trades

Each classification listed below constitutes a separate non-interchangeable occupational group.

Air Conditioning

Boiler Operator

Carpenter/Painter

Cutter Grinder

Electrician

Inspector-Tool and Die

Instrument Repair

Machine Repair-Machinist

Millwright/Welder

Pipefitter

Tinsmith

Tool Hardener

Tool Maker-Bench

Tool Maker-Machinist AA

Truck Repair

ARTICLE 5 SHIFT PREFERENCE

(5.1) Procedure

Active seniority employees on other shifts, having the longest seniority, doing the same classification of work by groups of departments or on a plant wide basis, as indicated in Article 5 - Appendices, shall be entitled to shift preference by submitting an application to their Supervisor no later than 9:00 P.M. on the Tuesday preceding the Monday of transfer. Employees that are granted shift preference are not eligible to make application for six (6) months unless the employee can not retain the preferred shift due to the provisions of Article's (4.5), (4.6), (4.10), and (5.1).

In the event lesser seniority employees (including new, temporary and summer) are in a training period (normally not more than thirty days), employees exercising shift preference in such areas will bypass these employees and displace the least seniority employee. The displaced employee will return to the shift at the end of the training period, seniority permitting.

(5.2) Hardship Shift Transfer

In certain hardship cases it may be necessary for employees to change shifts. In such cases, if the employee can arrange with an employee on another shift doing the same classification of work in the group on similar work, to exchange shifts, it is agreeable with Management, providing the employees are capable of doing each others work. Such exchange shall be in writing on forms provided by Management, over the signatures of the parties involved, and shall not be for more than thirty (30) days. Management will advise the Shop Committee Chairperson of such transfers in writing. Employees involved in the application of this Article will not be affected by the other provisions of the Shift Preference Agreement during this hardship period. However, such arrangements may be extended beyond thirty (30) days if the hardship continues, providing it does

not conflict with the rights of other employees under the Shift Preference Agreement and this extension privilege is not used merely as a means of circumventing the regular Shift Preference Provisions.

Any employee who goes to another shift on a hardship will assume the highest overtime hours in the temporary group. The employee's hours will remain frozen in their home group and they will be charged all hours accumulated on the temporary shift upon their return.

(5.3) Skilled Trades Shift Preference

Employees in the skilled trades groups shall use their date of entry seniority in the group for application of shift preference. Shift preference will be exercised by classification plant wide. Leaders will be a separate group by respective classification.

(5.4) General Provisions

- (A) Employees having the same seniority date (date of entry for skilled trades) will be given shift preference on the basis of reverse alphabetical order by the last name Z through A beginning on January 1, 1999 and reverse alphabetical order each January 1st thereafter, that is, A through Z, Z through A, etc.

January 1, 1999 Z to A

January 1, 2000 A to Z

January 1, 2001 Z to A

January 1, 2002 A to Z

January 1, 2003 Z to A

January 1, 2004 A to Z

- (B) It is not Management's intention to change any employee's classification for the sole purpose of circumventing the Shift Preference Agreement. Any such change will be promptly corrected when brought to Management's attention.

It is recognized that shift preference changes involve head-count moves involving all shifts in a department and supervisory coordination between shifts in administering is necessary. Arrangements will be made however, to insure that the same information respecting shift preference will be made available to all employees on each shift in a department.

- (C) Appendix 1 and Appendix 2 attached to this Agreement may be modified by mutual agreement between Management and the Shop Committee, except in the addition or elimination of shifts.

APPENDIX 1

The following listed classifications will exercise Shift Preference by classification, on a plant-wide basis.

Auditor S-60

Crib Attendant

Driver Outside Transport

Truck Driver - Inside

Garage Attendant

Housekeeping Services

Oiler-Machinery and Equipment

Power Sweeper

Machinist B

Material Handler

Waste Water Treatment Attendant

Yard Labor-Maintenance

Yard Labor-Maintenance-Leader

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APPENDIX 2

The following listed classifications will exercise shift preference by classification, by building:

Auditor

Auditor II

Machinist D*

* Machinist D assigned to M1 & M3 buildings are one group for the purpose of shift preference.

The following listed classifications are not subject to plant-wide shift preference and will exercise shift preference as indicated below subject to the terms of the Shift Preference Agreement.

Machinist C

By Dept.

Group I 587, 588

Machine Set-up

By Dept.

Parts Repair

By Dept.

Machinist A

By Dept.

Production Painter

By Dept.

Janitor

Group I Dept. 945

Group II All Other Departments

The following classifications will exercise Shift Preference by designated product line (i.e. S-60, S-2000, etc.).

Assembler

Assembler Coordinator/Trainer

Audit Tear Down

Test Operator

Test Operator/Repair

ARTICLE 6 SKILLED TRADES

(6.1) Apprentice Committee

- (A) An Apprentice Committee composed of two (2) Union members and two (2) Management members shall be established in the plant. The International Union shall appoint journeypersons from the plant as members of the Apprentice Committee, one of whom shall be designated as the Chairperson of the Union members of the Apprentice Committee. Management shall notify the Union of its members, one of whom shall be designated the Apprentice Coordinator.
- (B) The Apprentice Committee shall meet at mutually agreed-upon times. Each Apprentice Committeeperson will be paid their regular rate for time spent in such meetings and for the necessary time to properly perform their duties and functions provided for in Article (6.1)(C) for the hours they would otherwise have worked in the plant. Minutes of such meetings will be provided as determined by the Apprentice Committee.
- (C) The duties and functions of the Apprentice Committee shall be as follows:
- (1) To meet on issues involving the effect of the employment of apprentices on the employment of journeypersons in the trades involved.
 - (2) To study other matters that may involve the training of apprentices by journeypersons in the shop. When machinery, equipment or material is introduced or modified and new skills are required in the journeyperson classification in the plant, the matter may

be reviewed to determine the effect on the shop and related training of apprentices including necessary revision of such training.

- (3) Progress reports of the apprentice shop and related training schedules shall be reviewed in meetings of the Apprentice Committee, except that upon the request of a member of the Apprentice Committee an individual apprentice's record shall be reviewed in a meeting of the Apprentice Committee once during the last thirty (30) day period prior to completion of the apprentice shop training schedule. Problems involving the improper application of the shop training schedules to individual apprentices may be raised with supervision and if necessary discussed with the apprentice in the plant.
- (4) To interview tested apprentice applicants in accordance with the Apprentice Selection Procedure. Interview results will be combined with test scores by central scoring where separate lists will be developed, one for seniority employee applicants and one for all other applicants, each list to be in descending order of points scored for each classification for which they have applied. The lists for each apprentice classification will be provided by central scoring or as otherwise mutually determined by the parties, for review by the Apprentice Committee. When apprentices are selected, such selections shall be on the basis of at least two from the seniority employee applicant list for every one selected from the other list in descending order of total point score in accordance with the Apprentice Selection Procedure; however, more selections from the other list may be made in the event sufficient seniority employee applicants are not available. Notwithstanding the above

provisions of this Article, laid off apprentices may be placed in the classification from which they were laid off prior to the selection of new applicants from either the seniority employee applicant list or the one from all other applicants.

- (5) When either list of qualified applicants for a classification is exhausted, additional qualified applicants may be placed on the list for that classification, but in any event additional qualified applicants will be added to the list as mutually determined by the parties.
- (6) When necessary, the Apprentice Coordinator will make arrangements to temporarily assign a Union member of the Apprentice Committee to another shift for the purpose of interviewing applicants or to handle specified, legitimate apprentice matters. The overtime premium pay provisions of this Agreement are hereby waived in such instances and such changes in shift for this purpose will not result in the payment of overtime premium.
- (7) The Apprentice Committee may confer with new apprentices for the purpose of acquainting the apprentice with the role of the Company, the Union and the Apprentice Committee in the apprentice program and to ascertain that the apprentice understands their status and obligations as an apprentice in accordance with the Apprentice Training Agreement.
- (8) The Apprentice Committee will reevaluate apprentices where the apprentice is failing to perform their obligations as an apprentice to determine continued participation in the program.

- (9) To evaluate and credit previous experience as provided for in Article (6.3).
- (10) To issue certificates of completion of apprenticeship as provided for in Article (6.9).
- (E) Grievances filed by apprentices will be handled in accordance with Articles (2) and (3) of the Master Agreement.
- (F) Problems involving apprentice shop and related training schedules will be referred to the Apprentice Committee and shall not be subject to the Grievance Procedure.
- (G) In the event future justification exists to implement apprentice programs, for example plant expansion, increased workforce, etc. in skilled trades presently without such programs, Management would be willing to discuss additional apprentice programs subject to approval of the parties.

(6.2) Apprenticeship Eligibility Requirements

- (A) Management will review its apprentice training needs and will post on the bulletin boards a list of apprentice openings. In order to be eligible for consideration for apprenticeship, all applicants must meet the requirements for apprentice training as established in the DDC-UAW Apprentice Plan. To satisfy the education requirement, the applicant must be a high school graduate, or have an equivalent education such as the high school equivalency test or other methods that may be agreed upon by the DDC-UAW Apprentice Committee, or meet the alternative requirements set forth in the DDC-UAW Apprentice Plan. The new employee applicant must be at least 18 years of age (or consistent with applicable State and Federal laws).

- (B) Notwithstanding other provisions of this Agreement, any seniority employee in the plant other than those classified as apprentices may file an application for an opening in the apprentice program; provided, however, that where there is evidence that the filing of such applications by journeymen in apprenticeable classifications having similar apprentice training schedules is for other than promotional purposes or inconsistent with skilled trades workforce objectives, such application shall be subject to review and decision by the Apprentice Committee. An apprentice with seniority who is scheduled to be removed from an apprenticeable classification in a reduction in force may apply for an apprentice opening in a related skilled classification.
- (C) If such applicant meets all of the requirements for apprentice training as established in the DDC-UAW Standard Apprentice Plan their application will be considered for the apprentice program. When the qualifications of employee-applicants are equal, the employee-applicant with the longest seniority will be given preference.

(6.3) Credit for Previous Experience

Credit for previous related experience in military service, an apprentice training program, or a skilled trade classification in any plant, may be used toward the total time required on any phase of the apprentice shop training or related training schedules. Credit for such previous experience shall be upon satisfactorily demonstrating possession of such previous experience and ability to do the job. Related training credit shall be given the apprentice upon demonstrating possession of the educational knowledge for which the credit is requested under the related training schedule. At the time such credit is given, the apprentice's wage rate shall be correspondingly adjusted within the apprentice rate schedule based on the amount of credit given toward completion of the shop training schedule.

(6.4) Term of Apprenticeship

- (A) The term of apprenticeship shall be nominally four (4) years in length, but shall be based on the number of hours actually worked. The shop schedule shall be divided into eight (8) periods of 916 hours each.
- (B) Each apprentice classification in the apprentice program shall be a separate non-interchangeable occupational group.
- (C) An apprentice hired directly into an apprentice classification shall establish seniority in their non-interchangeable occupational group in accordance with Article (4.1).
- (D) An employee transferred to an apprentice classification shall have a date of entry in the non-interchangeable occupational group to which they are transferred and will continue to accumulate seniority in the seniority group from which transferred.

The Apprentice's date of entry will be established on the day that they accept the written offer of apprenticeship from Hourly Personnel.

In those cases where an employee is accepted for the Apprenticeship Program, but cannot be released from their present job and others selected for the program with lesser points are to be placed in the program in the meantime the employee will be given a "date of entry" in the Apprentice Program which supercedes the entry date of the employee(s) selected with lesser points. This shall in no way alter the period of training time for the employee in order to qualify for journeyperson status, as specified in the Master Agreement.

- (E) (1) For the purpose only of determining the seniority status of apprentices in training, such apprentices shall have their seniority established as provided in Articles (6.4)(B) and (6.4)(C) above.
- (2) For the purpose of layoff and rehire or other applicability in their skilled occupational group, the seniority of the apprentice, upon graduation, shall be calculated by crediting 7 calendar days for each 40 hours and 1 calendar day for each additional 8 hours. A graduate apprentice's journeyperson seniority date shall not precede their employees' seniority date established pursuant to Article (4.1). For all other purposes seniority shall be as established by Article (4.1) entitled "Acquiring Seniority."
- (3) A graduate apprentice whose Detroit Diesel apprentice training was interrupted by a leave of absence under the provisions of Articles (8.1)(B)(2), Article (8.5)(A), by an approved leave of absence for jury duty, absences which qualify under the Bereavement Pay, Paid Absence Allowance, or Short Term Military Duty Articles of this Agreement, by approved vacation time off, or by a sick leave of absence under the provisions of Article (8.2), shall upon graduation, be given the same journeyperson seniority date as though there was no service in the Peace Corps, entered military service, served on the jury, been on approved absence for which they received Bereavement Pay, Paid Absence Allowance, or Short Term Military Duty Pay, taken vacation time off, or been on a sick leave of absence.
- (4) For each pay period during which an apprentice works in their apprentice classification and, in the case of the pay period in which the full week of

Christmas holidays fall provided the employee would otherwise have been scheduled to work, the apprentice shall be credited as having spent seven calendar days in the apprentice program.

- (F) An apprentice who satisfactorily completes their shop training schedule in the plant prior to the time they complete their related training shall be considered as a journeyperson but only at Detroit Diesel. Such apprentice who has completed the shop training schedule and not the related training requirements must continue the related training at the rate of at least two (2) courses per semester and must satisfactorily complete such related training within five (5) years from date of entry into the classification (excluding contractual leaves of absence). Notwithstanding the provisions of Article (6.13), such an employee who has not completed the related training requirements specified in Article (6.11)(A) shall have an adjusted rate not greater than the rate of the 8th period of the respective apprentice's classification.
- (G) Upon satisfactory completion of the related training requirements and becoming classified as a journeyperson, the employee shall receive the rate for the job classification as specified in Article (9.8) (A) or (B) whichever applies.

Time spent by such an employee in completing their required apprentice related training schedule shall be paid for at the straight-time hourly rate applicable to such related training for that classification in that plant in accordance with Article (6.11)(B) and the Apprentice Rate Schedule set forth in Article (6.13); provided, however, the hourly rate for such apprentice related training shall not exceed the applicable rate for the eighth (8th) 916 hour Apprentice Training Period for that classification as set forth in Article (6.13). The Company's payment of fees and/or tuition

required in connection with apprentice related training for such an employee is limited to the maximum provided in Article (6.11)(D).

Upon completing their related training schedule, the employee shall be given a certificate of completion of apprenticeship, in accordance with Article (6.9), and shall thereupon be a journeyman within the meaning of Article (4.12)(D).

- (H) Apprentices removed from the non-interchangeable occupational group to which they are assigned due to a reduction in force or inability to satisfactorily perform the shop and/or related training requirements shall be laid off except that:
- (1) Apprentices with seniority who were hired directly into an apprentice classification will be placed in another available job opening in accordance with the Seniority Agreement provided no other seniority employee has contractual right to such job.
 - (2) Apprentices with seniority who have been transferred from a job in the plant to an apprentice classification will be returned to the group from which they were so transferred.
 - (3) Failing to have sufficient seniority to be placed on other work, as provided above, apprentices will be laid off.
 - (4) Apprentices transferred in accordance with the Seniority provisions of this Agreement, will have their wages handled pursuant to Article (9.8)(A) or (B), whichever applies.

- (I) Apprentices who have been removed from an apprentice non-interchangeable occupational group pursuant to Article (6.4)(H) above, will be recalled to such group in line with their seniority in such group.

(6.5) Ratio of Apprentices to Journeypersons

The number of new apprentices who may be enrolled shall be determined on the basis of the number of journeypersons employed for the program averaged over the preceding twelve (12) months. The ratio of apprentices in training to journeypersons should not exceed one (1) apprentice to eight (8) journeypersons. However, the Union agrees that local Management can establish a ratio of apprentices to journeypersons in excess of the one (1) to eight (8) ratio, but not to exceed a ratio of one (1) apprentice to five (5) journeypersons. Deviations below the one (1) to five (5) ratio may be agreed to by the Apprentice Committee. Favorable consideration will be given to requests for deviation below the one (1) to five (5) ratio in instances in which it is anticipated the impact of early retirement will create a manpower workforce shortage. Disputes concerning such deviations or the enrolling of new apprentices at a time when seniority journeypersons in the same classification are laid off due to a permanent reduction in force will be referred to the DDC-UAW Apprentice Committee for decision.

(6.6) Ratio - Reduction in Force

- (A) In the event of a reduction of force, the apprentices in excess of one (1) to eight (8) ratio will be laid off before any journeyperson in that trade is laid off. The ratio of apprentices in training to journeypersons will be based on the average number of journeypersons employed for the program computed on the last Monday of each of the twelve preceding months. The average thus computed shall remain in force until a new computation is made on the last Monday of the next succeeding month. If, during periods when journeypersons are laid off, any monthly computation

results in a ratio in excess of one (1) apprentice to eight (8) journeypersons, such excess apprentices will be laid off by the end of the pay period during which the last Monday of the month falls except that a minimum of one apprentice may be retained in each trade.

- (B) In the event the reduction in force is due to unusual circumstances, including, but not confined to: a transfer or discontinuance of an operation, major technological developments, the elimination or consolidation of classifications, the discontinuance of a shift, or a drastic reduction in the level of work resulting in a heavy reduction in the skilled work force; Management, the Shop Committee and the Union members of the Apprentice Committee shall mutually agree to an acceptable layoff and recall plan. Such a layoff plan may provide for reducing the ratio below one (1) to eight (8), or for laying off all apprentices in a particular trade.

(6.7) Standard Work Week

- (A) To maintain the proper schedule for graduating apprentices, their standard work week, including time spent in connection with related training, shall be forty (40) hours.

Apprentices will be asked to work overtime only after all journeypersons and in that respective trade and department on the shift have been offered to work overtime, consistent with the number of employees determined to be needed during the overtime period involved provided the apprentice has displayed sufficient skills to satisfactorily complete an assignment as defined in Article (6.10) the third full paragraph.

- (B) In case an apprentice is required to work overtime, credit shall be given on the term of apprenticeship for only the actual hours of work.

- (C) Upon graduation, an apprentice will be credited with the mean hours in the skilled trades equalization group to which they are assigned on the first Monday (Tuesday if Monday is a holiday) following the date of graduation. They will remain in their respective Apprentice Equalization group until such time.

(6.8) Allowance - Tools, Books, Supplies

As soon as practicable after being placed in an apprentice group, the apprentice will be furnished an appropriate tool box, which will become the property of the apprentice upon graduation. At the same time and also upon satisfactory completion of the first period of 916 hours of work the apprentice will be paid an allowance of \$200.00 for the purchase of tools, books and supplies. Upon satisfactory completion of the second, third, fourth, fifth, sixth and seventh periods of 916 hours of work in the apprentice program, the apprentice will be paid \$150.00 for the purchase of tools, books and supplies. The total allowance will not exceed \$1,100.00.

(6.9) Training Agreement and Certificate of Completion

Every apprentice shall be required to sign an Apprentice Training Agreement. A copy of the Apprentice Training Agreement shall be furnished to the Apprentice. The Apprentice Training Agreement shall be registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor.

Upon completion of apprenticeship, a certificate, a copy of which is contained in the Detroit Diesel-UAW Standard Apprentice Plan, shall be issued to the apprentice. The certificate shall be signed by Management and the Union Members of the Apprentice Committee. The Apprentice Committee will recommend to the Bureau of Apprenticeship and Training, U.S. Department of Labor, or to the state agency in those states where appropriate, that a certificate signifying completion of the apprenticeship be issued to the Apprentice.

(6.10) Apprentice Training Schedule

The present shop and related training schedules will remain in effect until replaced by revised schedules. The revised schedules will be adopted for those apprentices presently in the training program to the extent that they can be integrated into such revised programs without interfering with the progress of the apprentice. If plant requirements indicate deviation should be made in such shop or related training schedules, proposed changes must be referred to the DDC-UAW Apprentice Committee for consideration.

In order to gain knowledge and experience in their particular trade, apprentices are given the opportunity to work with the machinery and equipment pertinent to their trade. In addition, experienced journeymen are available for necessary advice and assistance, and will work with apprentices until they display sufficient skills to work by themselves.

Apprentices should be given job assignments based on acquired skills and experience, knowledge of the job and confidence in their abilities. At this point, when apprentices display sufficient skills to satisfactorily complete an assignment on their own, the apprentice should be assigned to such jobs. This decision, by the apprentice's supervisor, can be from direct observation of the apprentice's abilities while performing jobs or from discussion between the supervisor and the respective journeyman with whom the apprentice is working. In any event, Management will continue to assign apprentices pursuant to the provisions of the DDC-UAW Apprentice Plan and applicable Master Agreement provisions and understandings according to the apprentice's skills and abilities.

In the event situations arise within specific apprentice classifications, for example significant shop or related training schedule changes, and it is recognized these specific changes involve all apprentices of a particular trade, Management is agreeable to arrange clarification meetings provided it is pertinent information for all apprentices concerned and the most practical method available to communicate the change.

(6.11) Training

- (A) Each apprentice shall be required during the period of this apprentice program, to complete a program of related and supplemental classroom instructions not to exceed 576 hours during a four-year training course, less the amount of related training for which credit was received pursuant to Article (6.3). Exceptions up to a maximum of 672 hours may be jointly recommended for specific classifications by the Apprentice Committee.
- (B) *Time spent by the apprentice in connection with related training shall not be considered time worked under this Agreement; nevertheless, time spent by the apprentice in taking required related training shall be paid for at the apprentice's straight time hourly rate.*
- (C) Whether related training shall be conducted by Management or through a local educational institution, or otherwise, shall be determined by Management in light of prevailing circumstances in the community. Management will notify and discuss this matter with the local Apprentice Committee. *However, the final determination will remain the responsibility of Management.*
- (D) The Company agrees to pay, on behalf of apprentices covered by this Agreement, registration fees and/or tuition required in connection with related training under the apprentice program as provided in Article (6.11)(A).
- (E) An accurate record shall be kept of the hours worked by each apprentice under the training program. These hours shall be recorded on appropriate forms. Where the basic work processes are subdivided on the uniform shop training schedules, *a more detailed breakdown of hours conforming to such subdivisions, which do not change the*

uniform shop training schedules, may be developed by the Apprenticeship Committee.

- (F) Optional hours provided in each shop training schedule to be used as follows:
- (1) To give additional training over and above the hours designated in the shop training schedule in those phases which would be most beneficial to the apprentice in acquiring journeyman status.
 - (2) To give training in related phases of the trade not specifically designated in the shop training schedule but normally required of journeymen.

(6.12) Apprenticeship - Shift Preference

- (A) Apprentices in skilled trades groups shall use their date of entry seniority in the group for application of shift preference.
- (B) New apprentices may be placed on any shift where a vacancy occurs.
- (C) Management reserves the right to retain an apprentice on a shift for the 180 day probationary period.
- (D) Apprentices who are granted transfers to a preferred shift cannot make application for transfer to any other shift for a period of six (6) months.

- (E) Apprentices will not exercise shift preference during the related training semester if it would result in a conflict in the related training schedule of the apprentice exercising shift preference or the apprentice being displaced, as an example the employees not being able to continue the same related training course during different hours. It will be the responsibility of the apprentice initiating the shift preference change to furnish evidence in the form of a letter from the school that a conflict does not exist. If a conflict does exist, the shift transfer will be made at the conclusion of the related training semester. Any unusual situations will be subject to review by the Apprentice Committee to be resolved in line with the purpose of the shift preference procedure for apprentices.
- (F) Management must reserve the right to place an apprentice on other than his desired shift if it is found that he is delinquent in any phase of his shop training and/or related training. Upon completion of the area the apprentice is delinquent, he will return to his former shift; however, the apprentice's return to his former shift will not interfere with his related training semester. The Apprentice Committee will be advised of any such changes.

(6.13) Apprentice Wage Rates

- (A) *Effective with the effective date of this agreement, the straight time hourly wage rates (exclusive of Cost-of-Living Allowance and shift premium) for apprentices in the bargaining unit who fall under the progression schedule stated in Article (9.2), shall be the rates set forth in the following Apprentice Rate Schedule:*

Apprentice Training Period	Effective 09-28-98	Effective 01-04-99	
1st 916 Hours	<u>16.68</u>	<u>17.42</u>	
2nd 916 Hours	<u>16.80</u>	<u>17.54</u>	
3rd 916 Hours	<u>16.80</u>	<u>17.54</u>	plus 9 % of "Rate Difference"
4th 916 Hours	<u>16.80</u>	<u>17.54</u>	plus 20% of "Rate Difference"
5th 916 Hours	<u>16.80</u>	<u>17.54</u>	plus 33 % of "Rate Difference"
6th 916 Hours	<u>16.80</u>	<u>17.54</u>	plus 48 % of "Rate Difference"
7th 916 Hours	<u>16.80</u>	<u>17.54</u>	plus 66% of "Rate Difference"
8th 916 Hours	<u>16.80</u>	<u>17.54</u>	plus 86% of "Rate Difference"

* The "Rate Difference" shall be determined by subtracting the sum of \$.20 and the hourly rate for the 2nd 916 hours from the start rate established pursuant to Article (9.2) in the Wage Agreement for the journeyman classification for which the apprentice is in training. Resultant rates shall be rounded to the nearest 1 cent.

(B) Effective with the effective date of this Agreement, the straight time hourly wage rates (exclusive of Cost-of-Living Allowance and Shift Premium for Apprentices in the Bargaining Unit, who do not fall under the progression schedule stated in Article (9.2), shall be the rates set forth in the following Apprentice Rate schedule:

Apprentice Training Period	Effective 09-28-98	Effective 01-04-99	
1st 916 Hours	<u>19.28</u>	<u>20.04</u>	
2nd 916 Hours	<u>19.40</u>	<u>20.16</u>	
3rd 916 Hours	<u>19.40</u>	<u>20.16</u>	plus 9 % of "Rate Difference"
4th 916 Hours	<u>19.40</u>	<u>20.16</u>	plus 20% of "Rate Difference"
5th 916 Hours	<u>19.40</u>	<u>20.16</u>	plus 33 % of "Rate Difference"
6th 916 Hours	<u>19.40</u>	<u>20.16</u>	plus 48 % of "Rate Difference"
7th 916 Hours	<u>19.40</u>	<u>20.16</u>	plus 66% of "Rate Difference"
8th 916 Hours	<u>19.40</u>	<u>20.16</u>	plus 86% of "Rate Difference"

* The "Rate Difference shall be determined by subtracting the sum of .20¢ and the hourly rate of the 2nd 916 hours from the maximum rate established in Article (9.11) for the journeyman classification for which the apprentice is in training. Resultant rates shall be rounded to the nearest 1 cent.

- (C) Notwithstanding the foregoing provisions, a seniority employee transferred to apprentice training shall be transferred at their employee's current rate or the 1st period rate of the applicable schedule whichever is higher. the apprentice will be paid such rate until he qualifies for a higher rate in accordance with the Apprentice Rate Schedule.

The above Apprentice Rate Schedule automatically provides for all increases in straight time hourly wage rates which are effective on the effective date of this Agreement. Straight time hourly wage rates for individual apprentices shall be determined only in accordance with the provisions of this Article (6.13).

(6.14) Sub-Contracting

- (A) The Chairperson of the Shop Committee may request *Industrial Relations* to arrange a special conference to hear the skilled trades representative's views concerning problems in connection with work assignments of employees in skilled trades classifications and to discuss the matter. Such special conference will be attended by two committeemen committeepersons representing employees in skilled trades classification, the Chairperson of the Shop Committee, a representative of the Article of the Management organization in charge of the skilled trades activity involved, a representative of Industrial Relations and another representative of the Management organization. The Regional Director of the International Union or their representative, upon request to the Industrial Relations Staff, may attend the conference.
- (B) If the matter involves the appropriateness of the work assignment of employees in skilled trades classifications and is resolved, the settlement will be reduced to writing within seven (7) calendar days from the date of the settlement

unless otherwise agreed to by the parties. If the matter is not resolved, the Union may reduce the matter to writing in a statement setting forth all the facts and circumstance surrounding the case and the position taken by the union. The statement will be presented to Management, within ten (10) working days of the special conference. Within five working days thereafter, Management will prepare and give to the union a complete statement of the facts of the case and the reasons for the position taken. The Union may within 30 days of such delivery forward the Union's statement and the Management's statement to the Regional Director of the International Union.

- (C) If in its judgment the matter warrants appeal, the International Union may within 30 days of receipt of the statements, appeal the matter by written notice to the Manager of Industrial Relations of the Company.
- (D) The parties shall attempt to resolve the matter. If they are unable to resolve the case within three months of the date of appeal to it or any mutual extension of said period, the case may be withdrawn without prejudice by the union members or may be appealed to the Impartial Arbitrator for final and binding decision. Upon the submission of a case to the Arbitrator, the parties will make an effort to provide the Arbitrator with a jointly agreed upon set of specific criteria to guide their decision in each case.
- (E) Employees of an outside contractor will not be utilized in a plant covered by this Agreement to replace seniority employees on production assembly or manufacturing work, or fabrication of tools, dies, jigs and fixtures, normally and historically performed by them, when performance of such work involves the use of Company-owned machines, tools, or equipment maintained by Company employees.

- (F) The foregoing shall not affect the right of the Company to continue arrangements currently in effect; nor shall it limit the fulfillment of normal warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment.
- (G) It is the policy of the Company to fully utilize its seniority employees in maintenance skilled trades classifications in the performance of maintenance and construction work.
- (H) In all cases, except where time and circumstances prevent it, Management will hold advance discussion with and provide advance written notice to the Chairperson of the Shop Committee and the Shop Committeeperson or Shop Committeepersons whose zones include the maintenance activities, prior to letting a contract for the performance of maintenance and construction work. In this discussion Management is expected to review its plans or prospects for issuing a particular contract. The written notice will describe the nature, scope and approximate dates of the work to be performed and the reasons (equipment, workforce, etc.) why Management is contemplating contracting out the work. Further, this written notice will include the type and duration of warranty work.
- (I) At such times Management representatives are expected to afford the Union representatives an opportunity to comment on Management's plans and to give appropriate weight to those comments in the light of all attendant circumstances. When Journeyperson diemaking, toolmaking or engineering employees are on layoff or become laid off as a result of the plant's subcontracting work normally performed by them, Management will, except where time and circumstances prevent it, hold such advance discussions of contracts for the performance of major die construction work or major tooling construction programs of the type normally performed by such employees.

- (J) In no event shall any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the plant premises.

ARTICLE 7 TRANSFER AGREEMENT

(7.1) Primary Opening

Primary openings will be posted adjacent to the employee Seniority Boards in the plant on Friday before 11:00 a.m. and applications may be submitted to the Hourly Personnel department up to 4:30 p.m. on the following Wednesday. Applications received after this time will be void and all applications filed during this period which are not acted upon will be automatically canceled as of the effective date of the filling of the openings.

- (A) Seniority employees may make application for primary openings, on forms provided by management, specifying their choices in order of preference. Under this procedure employees may apply to transfer to another department within their respective classification, seniority permitting.

- (B) Applicants for primary openings will be selected on the basis of highest seniority and given preference over new hires and lesser seniority employees who have applied pursuant to this procedure for the primary openings for which the employee has made application provided the employee is capable of doing the job. Capable is defined as the employee being able to step up to the job and perform the work with minimal instructions.

(7.2) Secondary Opening

Vacancies created by the filling of primary openings will be back filled by secondary applicants. If there are no secondary applications available, the vacancy will be filled by transfer without regard to seniority standing or by new hire. Openings resulting from the filling of secondary openings (tertiary openings) will be filled at the discretion of Management through promotion, transfers without regard to seniority standing or by new hire.

- (A) Employees with six (6) months or more seniority may make application for secondary openings, on forms provided by management, specifying up to six (6) classifications other than their current classification or other departments within their current classification (but outside their current EOT group) in priority order. When employees desire to transfer to another classification that appears in several departments, employees may designate a specific department on the application and will only be considered for that classification in the department so designated.

Skilled trades employees may file secondary application within their classification and EOT group, specifying up to three (3) assignments in priority order.

- (B) The period for submitting secondary applications will run concurrent with that of the primary opening application period.
- (C) Applicants for secondary openings will be selected on the basis of highest seniority and given preference over new hires and lesser seniority employees who have applied pursuant to this procedure for secondary openings for which the employee has made application provided the employee is capable of doing the job. *Capable is defined as the employee being able to step up to the job and perform it in a timely manner with minimum instructions.*
- (D) Secondary applications received after the application period will be void and all applications filed during this period which are not acted upon will be automatically canceled as of the effective date of the filling of the openings.

(7.3) Cancellation of Application

It is understood that employees desiring to change or cancel their

application must do so prior to the close of the application period, 4:30 p.m. on Wednesday. Employees selected from the valid applications on file at the end of the application period will be automatically transferred, seniority permitting. Cancellations or changes to the application must be made at the Hourly Personnel department.

(7.4) Seniority Rights

Any employee transferred under this procedure will acquire seniority immediately, except in the case as provided in Article (4.12)(E) of the Seniority Agreement.

(7.5) Applicability of Procedure

When an employee is transferred under the primary or secondary procedures of this agreement, or by mutual Union and Management agreement under the provisions of this agreement, such employee is precluded from further transfer under this agreement for six (6) months. A seniority employee who has been excessed from their classification will have the six (6) month posting rule Article (7.5) waived and will be able to post for an opening after the effective date of the excess to the new classification. The posting procedure shall not apply in regard to temporary vacancies occasioned by vacation (including the hiring of temporary summer employees), absenteeism, informal leaves or production difficulties. It shall also not apply in regard to filling vacancies in a reduction in force or recall pursuant to the provisions of the Seniority Agreement.

(7.6) New Work

When new work comes into the plant an initial quantity of requisitions will be posted in advance of the scheduled start of production for training, orientation and qualification of equipment purposes. Selected employees will remain in their home department until the parties mutually agree to transfer employees to new department/classification, or in any event no later than 90 days from the date of the initial posting.

When selected employees are transferred to their new department/classification their opening will be posted as a primary under the Transfer Agreement.

The six (6) month limit on transfers will be waived for the initial posting of the new work only.

(7.7) Definition of Postable Opening

The parties have had extensive discussions regarding when a vacancy is considered an opening which is postable under this procedure. The parties have agreed on the following criteria:

- (A) An opening would be posted if it results in additional headcount within the affected classifications.
- (B) An opening would be posted if it results in the headcount in the affected classification remaining the same;
- (C) If the classification affected is reducing headcount by absorbing an attritional vacancy the DDC Seniority Agreement will take precedent. Problems arising under this paragraph will be discussed and resolved by the parties.

(7.8) Effective Date

Any employee selected for transfer under this procedure will be physically moved effective the 2nd Monday after the close of the particular application period, at which time seniority in the new classification will be established, except in the case as provided in Article (4.12)(E) of the Seniority Agreement.

(7.9) General Provisions Relating to Transfers

- (A) Records Of Salary Employees Returning To Bargaining Unit.

In the case of employees returning to bargaining unit covered jobs from non-supervisory salaried jobs, their Hourly Personnel Record will reflect the employee's employment history while previously assigned to jobs covered by the bargaining unit including the last job held.

(B) Rate Of Classification Change Notices

Employees will be provided a copy of the notification of rate or classification change, and will include the reason for the change.

(C) Temporary Rate Change

A copy of the "Temporary Rate Change Notification" (day rate slip) will be provided to the employee in all instances.

(D) Temporary Classification and Shift Transfers

Employees will not be transferred into a higher rated job against their will except in those instances where no other qualified employees are immediately available or in cases of emergency. Every effort will be made to minimize such assignments.

- (1) In those cases where an employee is required to perform work which falls within a higher rated classification the employee will be classified accordingly or paid the appropriate rate for such work under Article (9) Wages.
- (2) In situations, other than those covered by the Temporary Layoff provisions of the Seniority Section, where Management determines that an employee must be reassigned to an equal or lower rated job outside the employee's department and equalization

of overtime hours group, except in emergencies, employees capable of doing the work in the group affected will be afforded the opportunity for such assignments by seniority. If no employees desire this opportunity the least seniority capable employee in the group affected will be assigned provided there are other employees in the group capable of doing the work of the reassigned employee(s). The above provisions do not apply to employees during their first thirty (30) days of employment.

- (3) Management will not condone circumventing the Agreement by "day rating" employees for prolonged periods of time.

In the event it is found that 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 provided qualified lesser seniority employees are not available.

Such assignments will be for no longer than thirty (30) days; after which the employees will return to their former shift. Such employees will not be transferred again for a period of six (6) months but rather the next lowest seniority employee in the group will be selected.

(E) Applications Returned To Employees

Employees who file applications under the established transfer procedure and applications for return to former department will continue to be given a dated, signed copy of the application for their records.

(F) Advance Notice To Employees

Except in the case of an unusual situation, affected employees at work will be notified on their scheduled shift on Thursday prior to the effective date of any change in status, including layoffs, pursuant to the provisions of the Local Seniority, Shift Preference, and Transfer Agreements.

For shift preference transfers only, employees that are at work and not notified by the end of their scheduled shift on Thursday may have their transfer delayed by one (1) week.

(G) Transfer Delays

It is not Management's intent to unduly delay employees from transferring under the various transfer provisions of the labor agreement.

(H) Job Assignments-Rotation

Job assignments will be made on a fair and equitable basis. Management will give consideration to employee requests to perform different job assignments within their respective department and balance of hours group as far as practical while maintaining departmental efficiency. Complaints by Union representatives that this provision is not being applied properly may be raised directly with the Industrial Relations department. A prompt investigation will be conducted and corrective action deemed necessary will be taken without undue delay.

(7.10) Driver-Outside Transport Classification

Driver-Outside Transport Classification requires a Class 8 License. Openings will be posted in advance of anticipated need date. In the event the selected employee for the opening does not have the appropriate license, he will be granted an opportunity to complete an accredited driving course utilizing DDC's Tuition Assistance Program prior to the opening being filled. Employees must possess a valid Class 8 License prior to transfer into the classification.

ARTICLE 8 TIME OFF & VACATION

(8.1) Leaves of Absence

(A) Informal Leaves of Absence

A leave of absence may be granted for personal reasons for a period not to exceed thirty days, upon application of the employee to and approval by their supervisor. Such leaves of absence may be renewed up to a maximum of 60 days and seniority will accumulate during the leave.

(B) Formal Leave of Absence for Personal Reasons

Employees requesting formal leave of absence shall first make application in writing to the Personnel Department on the form provided. Such leave of absence will be granted to an employee for not more than ninety days on approval of the Local Management when the services of the employee are not immediately required and there are employees available in the plant capable of doing their work. A formal leave of absence may be granted under the foregoing conditions for not more than 150 days provided that the employee does not work in any occupation for their own gain during the leave of absence unless mutually agreed by the Company and the Union. A formal leave of absence may be granted under the foregoing conditions for a period exceeding 150 days but not to exceed 180 days if required for the purpose of traveling to a foreign country.

- (1) Such leaves of absence may be extended with the approval of the Manager of the Plant or their representative. Seniority will accumulate during the period of formal leave of absence. Such formal leaves of absence will not be granted an employee who is laid off, and will

not be extended if the employee would have been laid off had they been working during this leave.

- (2) *Subject to the provisions of Article (8.1)(B) and (8.1)(B)(2), a formal leave of absence may be granted to an employee for service in the Peace Corps, and, if circumstances require, the duration of the original leave may be for a period up to thirty months.*

(8.2) Sick Leave of Absence

Any employee who is known to be ill supported by satisfactory evidence, will be granted sick leave automatically for the period of continuing disability. Except as otherwise provided in Article (8.9)(C), seniority of such employees shall accumulate during sick leave and shall be broken, figured from the date the sick leave started, on the same basis as provided in Article (4.14)(E) for laid off employees breaking seniority. Not later than 10 days prior to such loss of seniority, Management will send a letter to the employee's last known address as shown on the Company records reminding the employee of the fact that seniority is subject to being broken as provided above. A copy of such letter will be furnished promptly to the Chairperson of the Shop Committee. However, failure through oversight to send the letter to the employee or furnish a copy to the Chairperson of the Shop Committee will not be the basis for any claim.

- (A) Temporary employees without seniority shall not receive credit for time off sick toward the days of employment required to acquire seniority, except as provided in Article (8.2)(B), and in no case shall a temporary employee's name be placed on the seniority list while away from work on sick leave.
- (B) In compensable injury and legal occupational disease cases, sick leave will be granted automatically and seniority will accumulate for the full period of legal temporary

disability. Temporary employees disabled by compensable injury or legal occupational disease shall be given credit for the period of such disability toward acquiring seniority.

(8.3) Leave of Absence for Union Activity

Any employee elected to a permanent office in, or as a delegate to, any labor activity necessitating a leave of absence, shall be granted such leave for a minimum of the first half or the second half of the shift and not to exceed one year and shall, at the end of the term in the first instance, or at the end of the mission in the second instance, be guaranteed reemployment if there is sufficient work for which the employee is in line at the then current rate of pay. Written notice for such leaves, giving the length of leave, shall be given the Management as far in advance as possible but in no event later than the day prior to the day such leave is to become effective. Seniority will accumulate during the period of such leaves.

- (A) Leaves of absence may be granted to employees for other Union activities and seniority shall accumulate during such leaves. Such leaves will be granted only when requests are made in writing to the Manager of Industrial Relations by the Regional Director of the International Union who handles matters under this Agreement.

(8.4) Leave of Absence for Public Office

Any employee with seniority elected to public office may make written application for a leave of absence for the period of their first term of active service in such elective office. Additional leaves of absence for service in elective public office may be granted at the option of local Management upon written application by the employee.

- (A) Any employee with seniority who is appointed to a position as administrative assistant in a Congressional or Senatorial office, or to an Administrative position in a State Agency, or as a Labor Representative on a Community Agency, or to a non-civil service governmental position which is not generally

available to an applicant for employment, or as a full time officer in a credit union, may make written application for a leave of absence for the period of active service in such position, not to exceed one year. Such leave may be renewed at the option of Local Management upon written application by the employee.

- (B) Any employee granted a leave of absence under Article (8.4) or (8.4)(A), shall be guaranteed reemployment, at the then current rate of pay, if there is sufficient work available which said employee is capable of doing and to which they may be entitled on the basis of seniority. Seniority will accumulate during the period of such leaves.

(8.5) Leave of Absence for Military Service

- (A) Any employee who enters either active or inactive training duty or service in the Armed Forces of the United States will be given a leave of absence subject to the conditions herein. Upon submission of satisfactory proof of pending induction for active service, the employee may arrange for the leave to begin up to thirty days prior to the induction date. The leave shall not exceed the term of the initial enlistment and one (1) consecutive re-enlistment. In no event will the period of such leave exceed a total of eight (8) years, except when additional service is involuntary. Seniority will accumulate during the period of such leave. Upon termination of such leave, the employee shall be offered re-employment in their previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event they will be offered such employment in line with seniority as may be available which the employee is capable of doing at the current rate of pay for such work, provided they meet the following requirements:

- (1) Has not been dishonorably discharged.
 - (2) Is physically able to do the work and can perform the essential functions of the work with or without accommodation unless that accommodation would pose an undue hardship in the operation of the business.
 - (3) Reports for work within ninety days of the date of such discharge, or ninety days after hospitalization continuing after discharge.
- (B) The seniority of any employee who fails to report for work within the times specified in Article (8.5)(A)(3) shall be automatically broken, unless the employee gives a satisfactory reason for such failure to report.
- (C) As used in this Article, "Armed Forces of the United States" is defined as and limited to the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard, Air National Guard or any reserve component thereof.
- (D) Any employee with seniority who is a spouse of an employee who enters active duty service in the Armed Forces of the United States and who obtains a leave of absence in accordance with Article (8.5)(A), may make written application to the Personnel Department for a leave of absence for the period of the employee's initial enlistment but in no event to exceed four (4) years. Such leaves may be granted by Management and will be subject to the conditions set forth in Article (8.9). Seniority will accumulate during the period of such leaves.

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(8.6) Active Duty Military Short Term

An employee with one or more years' seniority in the plant who is called to and performs short-term active duty of thirty (30) days or less, including annual active duty for training, as a member of the United States Armed Forces Reserve or National Guard, shall be paid as provided below for days spent performing such duty provided the employee would not otherwise be on layoff or leave of absence.

At the option of the employee, pay received during any calendar year under this Article (8.6) shall be computed under either, but not both, of the following subsections:

- (A) A payment of ten dollars (\$10) will be made for each day, including Saturdays and Sundays, and holidays for which the employee is ineligible for holiday pay, but not for a day for which the employee receives any other pay from the Company. Except for short term active duty of thirty (30) days or less performed by employees called to active service in the National Guard by state or federal authorities in case of public emergency, payment under this subsection (a) is limited to a maximum of fourteen (14) days in a calendar, year; or
- (B) A payment will be made for each day, except for a day for which the employee receives holiday pay, which the employee would otherwise have worked equal to the amount by which the employee's straight time rate of pay as of the last day worked plus applicable night shift premium (but not including overtime) for not more than eight (8) hours, exceeds the military earnings for that day including all allowances except for rations, subsistence and travel. Except for short term active duty of thirty (30) days or less performed by employees called to active service in the National Guard by state or federal authorities in case of public emergency, payment under this subsection (b) is

limited to the minimum requirement of days to maintain reserve status up to a maximum of 15 working days in a calendar year.

In order to receive payment under this Article (8.6), an employee must give local Management prior notice of such military duty and, upon his return to work, furnish Management with a statement of the military pay received for performing such duty.

(8.7) Educational Leave of Absence

Employee veterans who have acquired seniority and other employees with seniority of one or more years who desire to further their education, may make application for a leave of absence for that purpose.

One continuous leave of absence for such education will be granted to eligible employees for a period not to exceed twelve months, subject to the conditions set forth in Article (8.9) of this Agreement. Additional leaves of absence may be granted, at the option of Management. Except as otherwise provided in Article (8.9)(C), seniority shall accumulate during such leaves of absence.

(8.8) Family Medical Leave Act (FMLA)

Family Medical Leave Act (FMLA) enables an eligible employee to take unpaid leaves for a period of up to twelve (12) weeks per calendar year for certain federally regulated life altering events. To be eligible, an employee must have one (1) year of seniority, and have worked at least 1250 hours during the year preceding the leave. Applications containing other regulated requirements are available at Hourly Personnel.

(8.9) All of the above leaves of absence including sick leaves are granted subject to the following conditions:

- (A) Any employee on leave may return to work in line with seniority before the expiration of the leave providing not less than seven (7) days' notice is given to Management. The return within the seven day period is at the option of Management. Any employee who fails to return to work in accordance with the notice as given shall be considered as having voluntarily quit unless there is a satisfactory reason.
- (B) Any employee who fails to report for work within three working days after the date of expiration of the leave, shall be considered as having voluntarily quit unless for a satisfactory reason; provided, however, that in the case of failure to report for work within three working days after the expiration of leaves of absence granted under Article (8.1)(B), (8.1)(B)(1), (8.3), (8.3)(A), (8.4), (8.4)(A) and (8.7) and in the case of leaves of absence granted under Article (8.2) where Management has refused to grant a requested-renewal of the leave, Management will send clear written notification to the employee's last known address as shown on the Company records, that seniority has been broken and that it can be reinstated, if, within three specified working days after delivery or attempted delivery of such notice, the employee reports for work or properly notifies Management of absence. A copy of such Management notification will be furnished promptly to the Chairperson of the Shop Committee. If the employee complies with the conditions set forth in the notification, seniority will be reinstated if it has not otherwise been broken; however, such reinstatement shall not be construed as limiting the application to the case of the Shop Rule regarding absence without reasonable cause.
- (C) If upon the expiration of a leave of absence there is no work available for the employee in line with seniority, or if the employee would otherwise have been subject to layoff according to seniority during the period of the leave, the

period which breaks seniority shall start from the date of expiration of the leave, or in the case of a leave of absence under Article (8.2) or Article (8.7), the period which breaks seniority shall start from the date the employee would otherwise have been laid off.

- (D) An approved copy of any written leave of absence granted under the Leaves of Absence Article will be furnished to the employee.

(8.10) Vacation Time Off Procedure

Management recognizes the desirability of providing vacation time off, up to the vacation pay allowance to which the employee's seniority *would have entitled them on the last eligibility date prior to the requested time off*, in a manner that preserves the maintenance of efficient operations while giving consideration to the desires of the employee.

- (A) The period of application for vacation time off will be March of each year. Applications will be made on a three part form. When the application is given to the supervisor by the employee, the supervisor will sign for receipt of the same and immediately return one copy to the employee. Each employee will be given a written disposition of the request by the following May 1st, or the allowable vacation time off will be granted to the employee providing that employee is in the same seniority division as the employee was at the time the application was made. Employees not in the same seniority division and not given a written disposition of their application for vacation time off by May 1st will be handled on an individual basis. The form and all procedures of application detailed in Article (8.10) of this Agreement will apply.
- (B) Employees not filing for vacations during the formal application period may file such applications for vacation time off thereafter and such applications will be accepted on a first

come first served basis for the remaining vacation time off vacancies. In no case, however, will such applications be given preference over an application filed during formal application period. In such cases, the employee will be advised of the status of the application as soon as possible, but in any event within fifteen (15) days after the application is submitted, but not prior to May 1st. Furthermore, special consideration will be given to permitting employees going hunting to be off during the rifle deer hunting season. Employees applying for mid-week vacations will be given equal consideration, in accordance with the provisions of Article (8.10) of this Agreement.

(8.11) Vacation Shutdown

A shutdown vacation week will be scheduled annually. Employees will be notified of the shutdown week at the beginning of the vacation application period which will be posted by the first Monday in March. The week will be scheduled after July 4th and before Labor Day and not be canceled unless unforeseen circumstances preclude the plant from shutting down at that time. The Union will be advised of such cancellation forty-five (45) days prior to the cancellation or sooner if circumstances permit. Shutdown week has been tentatively scheduled for the week beginning with the last Monday in July each year:

<u>1999</u>	<u>July 26 - July 30, 1999</u>
<u>2000</u>	<u>July 31 - August 4, 2000</u>
<u>2001</u>	<u>July 30 - August 3, 2001</u>
<u>2002</u>	<u>July 29 - August 2, 2002</u>
<u>2003</u>	<u>July 28 - August 1, 2003</u>
<u>2004</u>	<u>July 26 - July 30, 2004</u>

- (A) It is recognized by the parties that due to the nature of the business, a limited number of employees will be scheduled to perform critical functions. These include processing an

emergency customer order, specific maintenance projects which are better performed when the plant is not in operation, required facility maintenance, etc.

The method of staffing these functions will be:

- (1) Volunteers from the department, classification and shift working;
 - (2) Volunteers from other shift(s) within the department and classification;
 - (3) Failing to adequately staff from volunteers, the low seniority employee(s) from the department, classification and shift will be scheduled to work;
 - (4) Employees required to work due to these functions during the vacation shutdown period will be notified no later than thirty (30) days prior to the shutdown. The Union will be advised of workforce requirements prior to employee notification.
 - (5) An employee who suffers a financial loss of a deposit on a vacation due to Management requiring the employee to work will be reimbursed for the unrecoverable part of that deposit provided verifiable substantiation of that loss is provided.
- (B) It is understood between the parties that this shutdown vacation period is not a period of layoff and that SUB and UC would not be paid.

(8.12) Advance Vacation Pay

An employee who has at least one (1) year seniority as of their last vacation pay eligibility date may apply for vacation pay allowance in

eight (8) hour increments to the extent of their eligibility, and equivalent to the amount of approved vacation time off. Such allowance will be calculated on the basis of the employee's rate of pay, plus the attached night shift premium, not including overtime as of the employee's last day worked prior to the approved vacation time off period provided:

- (A) the employee has an approved vacation time off application pursuant to Article (8.10),
- (B) the employee has qualified for the percentage of vacation pay allowance consistent with the time off request in the vacation eligibility year.
- (C) the employee makes application for the vacation pay allowance prior to the approved vacation time off period, and
- (D) the employee takes the vacation time off.

(8.13) Bereavement Pay

When death occurs in an employee's immediate family as defined below, and the employee has seniority in any Detroit Diesel Corporation plant, the employee, on request, will be excused for any of the first three (3) normally scheduled working days (excluding Saturdays, Sundays and holidays) immediately following the date of death provided they attend the funeral. The immediate family for purposes of this Article (8.13) is defined as including the employee's:

- Spouse
- Parent
- Step-Parent
- Grandparent
- Child
- Step-Child

Grandchild
Brother
Step-Brother
Half-Brother
Sister
Step-Sister
Half-Sister
Current Spouses' Parent
Current Spouses' Step-Parent
Current Spouses' Grandparent

- (A) In the event a member of the employee's immediate family as above defined dies while in the active service of the Armed Forces of the United States, the employee may, should the funeral be delayed, have the excused absence from work delayed until the period of three normally scheduled working days which includes the date of the funeral. In the event the body of a member of the employee's immediate family as above defined is not buried in continental North America solely because the cause of death has physically destroyed the body or the body is donated to an accredited North American hospital or medical center for research purposes, the requirement that the employee attend the funeral will be waived.

In the case of an employee who is granted a leave of absence due to the illness of a member of their immediate family, as above defined, and such family member dies within the first seven (7) calendar days of the leave, the requirement that the employee otherwise be scheduled to work will be waived.

- (B) An employee excused from work under this Article (8.13) shall, after making written application and submitting proof, receive the amount of wages they would have earned by working during straight time hours on such scheduled days

of work for which they are excused (excluding Saturdays, Sundays and holidays, or, in the case of employees working in necessary continuous seven-day operations, the sixth and seventh work days of the employee's scheduled working week and holidays).

Payment shall be made at the employee's rate of pay plus the attached shift premium if applicable, but not including overtime premium, as of the last day worked. Time thus paid will not be counted as hours worked for purposes of overtime.

(8.14) Holiday Pay

Employees shall be paid for specified holidays and the holidays in each of the Christmas holiday periods as provided hereinafter.

1st Year

September	07, 1998	-	Labor Day
November	26, 1998	-	Thanksgiving
November	27, 1998	-	Day after Thanksgiving
December	24, 1998	-	Christmas
December	25, 1998		
December	28, 1998		
December	29, 1998		Holiday
December	30, 1998		
December	31, 1998		
January	01, 1999		Period
January	18, 1999	-	Martin Luther King
April	02, 1999	-	Good Friday
May	31, 1999	-	Memorial Day
July	05, 1999	-	Independence Day
July	06, 1999	-	Day after Independence Day

2nd Year

September	06, 1999	-	Labor Day
November	25, 1999	-	Thanksgiving
November	26, 1999	-	Day after Thanksgiving
December	24, 1999	-	Christmas
December	27, 1999		
December	28, 1999		Holiday
December	29, 1999		
December	30, 1999		
December	31, 1999		Period
January	17, 2000	-	Martin Luther King
April	21, 2000	-	Good Friday
May	29, 2000	-	Memorial Day
July	03, 2000	-	Day before Independence Day
July	04, 2000	-	Independence Day

3rd Year

September	04, 2000	-	Labor Day
November	23, 2000	-	Thanksgiving
November	24, 2000	-	Day after Thanksgiving
December	25, 2000	-	Christmas
December	26, 2000		
December	27, 2000		Holiday
December	28, 2000		
December	29, 2000		
January	01, 2001		Period
January	15, 2001	-	Martin Luther King
April	13, 2001	-	Good Friday
April	16, 2001	-	Day after Easter
May	28, 2001	-	Memorial Day
July	04, 2001	-	Independence Day

4th Year

September	03, 2001	-	Labor Day
November	22, 2001	-	Thanksgiving
November	23, 2001	-	Day after Thanksgiving
December	24, 2001	-	Christmas
December	25, 2001		
December	26, 2001		
December	27, 2001		Holiday
December	28, 2001		
December	31, 2001		
January	01, 2002		Period
January	21, 2002	-	Martin Luther King
March	29, 2002	-	Good Friday
May	27, 2002	-	Memorial Day
July	04, 2002	-	Independence Day
July	05, 2002	-	Day after Independence Day

5th Year

September	02, 2002	-	Labor Day
November	28, 2002	-	Thanksgiving
November	29, 2002	-	Day after Thanksgiving
December	24, 2002	-	Christmas
December	25, 2002		
December	26, 2002		
December	27, 2002		Holiday
December	30, 2002		
December	31, 2002		
January	01, 2003		Period
January	20, 2003	-	Martin Luther King
April	18, 2003	-	Good Friday
May	26, 2003	-	Memorial Day
July	03, 2003	-	Day before Independence Day
July	04, 2003	-	Independence Day

6th Year

September	01, 2003	-	Labor Day
November	27, 2003	-	Thanksgiving
November	28, 2003	-	Day after Thanksgiving
December	24, 2003	-	Christmas
December	25, 2003		
December	26, 2003		
December	29, 2003		Holiday
December	30, 2003		
December	31, 2003		
January	01, 2004		
January	02, 2004		Period
January	19, 2004	-	Martin Luther King
April	09, 2004	-	Good Friday
May	31, 2004	-	Memorial Day
July	05, 2004	-	Day after Independence Day

providing they meet all of the following eligibility rules unless otherwise provided herein:

- (1) The employee has seniority as of the date of each specified holiday and as of each of the holidays in each of the Christmas holiday periods, and
- (2) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and
- (3) The employee must have worked the last scheduled work day prior to and the next scheduled work day after each specified holiday within the employee's scheduled work week. For each Christmas holiday period, the employee must have worked the last scheduled work day prior to each holiday period and the next scheduled work day after each holiday period.

Each of the designated days in the Christmas holiday period shall be a holiday for purposes of this Holiday Pay Section.

- (A) Failure to work either the last scheduled work day prior to or the next scheduled work day after each Christmas holiday period will disqualify the employee for pay for the two holidays in the Christmas holiday period which follow or precede such scheduled work day.
- (B) An employee who retires as of January 1, and who is otherwise eligible for holiday pay for those holidays falling in the Christmas holiday period up to and including December 31, will receive holiday pay for such holidays.

(8.15) Holiday Payments

Employees eligible under these provisions shall receive eight hours pay for each of the holidays specified in Article (8.14), computed at their regular straight time hourly rate exclusive of overtime premium.

- (A) For holidays specified in Article (8.14), an eligible employee shall have the night shift premium rate which attached to the straight time hours on the last straight time day worked preceding the holiday, or for hours worked on the holiday, included in the computation of holiday pay paid pursuant to Article (8.15).
- (B) An employee whose work is in necessary continuous seven-day operations as covered by Article (11.5) of this Master Agreement shall receive holiday pay and they meet the other eligibility requirements of this Holiday Pay Article; provided, however, that such employee shall not receive holiday pay if scheduled to work on such day off and is absent from scheduled work on such holiday without reasonable cause acceptable to Management.

- (C) An employee who works a minimum of eight (8) hours on a designated holiday may apply to have the eight (8) hours of holiday pay for that day worked credited to their vacation allowance for the current eligibility year, and will be credited with an additional vacation day in the same eligibility year. Application to have such holiday pay credited must be filed by employees during the week of the holiday. The Christmas Holiday period is excluded from this provision. Vacation days can not be carried over into the following year.

(8.16) Layoff or Recall Pay Qualifications

A seniority employee who has been laid off in a reduction of force (except as provided below), or who has gone on sick leave, or on leave of absence for military service, during the work week prior to or during the week in which the holiday falls, shall receive pay for such holiday.

- (A) A seniority employee who works in the fourth work week prior to the week in which the Christmas Holiday Period begins, and who is laid off in a reduction in force during that week, or a seniority employee who is laid off in a reduction in force during the first, second or third work week prior to or during the work week in which the Christmas Holiday Period begins, shall, if otherwise eligible, receive pay for each of the holidays in the Christmas Holiday Period providing such employee worked the last scheduled work day prior to such layoff.
- (B) A seniority employee who works in the fifth, sixth, or seventh work week prior to the week in which the Christmas Holiday Period begins, and who is laid off in a reduction in force during that week, shall, if otherwise eligible, receive pay for one-half of the holidays falling during such Christmas Holiday period providing such employee worked the last scheduled work day prior to such layoff.

- (C) When a holiday, specified above, falls within an eligible employee's approved vacation period or during a period in which they receive jury duty pay pursuant to Article (8.17) of this Agreement, and is absent from work during the regularly scheduled work week because of such vacation or jury duty, shall be paid for such holiday.
- (D) When an eligible employee is on an approved leave of absence and returns to work following the holiday but during the week in which the holiday falls, shall be eligible for pay for that holiday. An eligible employee whose leave of absence terminates during the Christmas Holiday Period, and who reports for work on the next scheduled work day after the Christmas Holiday Period, will be eligible for holiday pay beginning with the first holiday the employee would otherwise have worked and each holiday thereafter in the Christmas Holiday Period.
- (E) Employees not working in necessary continuous seven-day operations who may be requested to work on a holiday and have accepted such holiday work assignment and then fail to report for and perform such work, without reasonable cause, shall not receive holiday pay under this Holiday Pay Article.
- (F) When any of the above-enumerated holidays falls on Sunday and the day following is observed as the holiday by the State or Federal Government, the day of observance shall be considered as the holiday under the provisions of this Holiday Pay Article.
- (G) It is the purpose of the Holiday Pay Provisions in Article (8.14) through (8.16)(F) of this Agreement to enable eligible employees to enjoy the specified holidays with full straight time pay. If, with respect to a week included in the Christmas Holiday Period, an employee supplements the

Holiday Pay by claiming and receiving an unemployment compensation benefit, or claims and receives waiting period credit, to which they would not have been entitled if the Holiday Pay had been treated as remuneration for the week, the employee shall be obligated to pay to the Company the lesser of the following amounts:

- (1) an amount equal to Holiday Pay for the week in question or,
- (2) an amount equal to either the unemployment compensation paid for such week or the unemployment compensation which would have been paid for such week if it had not been a waiting period.

The Company will deduct from earnings subsequently due and payable the amount which the employee is obligated to pay as provided above.

(8.17) Jury Duty Pay

An employee with seniority at Detroit Diesel Corporation who is summoned and reports for jury duty (including coroner's juries), as prescribed by applicable law, or who reports for pre-jury duty examination required by the court or administrative governmental agency, shall be paid by the Company an amount equal to the difference between the amount of wages (including night shift premium) the employee otherwise would have earned by working during straight-time hours for the Company on that day and the daily jury duty fee paid by the court or agency (not including travel allowances or reimbursement of expenses), for the day on which they report for pre-jury duty examination, and for each day on which they report for or performs jury duty and on which would otherwise have been scheduled to work for the Company.

- (A) In order to receive payment, employees must give local Management prior notice that they have been directed to report for pre-jury duty examination or have been summoned for jury duty and must furnish satisfactory evidence that they reported for such examination or reported for or performed jury duty on the days for which they claim such payment. *The provisions of this Article (8.15) are not applicable to an employee who, without being summoned, volunteers for jury duty.*

(8.18) Paid Absence Allowance Pay

Employees whose paid absence allowance applications are filed by Management no later than Friday, midnight in the case of a shortened work week (holiday), or by the end of their shift on Monday in a normal week, will receive such payment in their next check.

Employees who seek advance approval may generally use PAA time at any time provided their services are not immediately required.

(8.19) Vacation Pay Allowances

In lieu of vacation with pay, the vacation pay allowance provisions of this Article shall apply during the term of this Agreement.

- (A) Eligibility dates for vacation pay allowances and paid absence allowances shall be established, except as provided in Article (8.19)(B) as follows:
- (1) All employees shall have December 31 as their annual vacation pay allowance and paid absence allowance eligibility date.
- (B) A seniority employee who, as of the effective date of this Agreement, has an annual eligibility date, and an employee who establishes an annual eligibility date in accordance with Article (8.19)(A)(1) of this Agreement, shall retain such

eligibility date unchanged until it is canceled as a result of their seniority being broken for any reason.

- (C) An employee shall become eligible for a vacation pay allowance and a paid absence allowance credit, provided they have at least one year's seniority as of their first eligibility date occurring after the effective date of this Agreement and has worked during at least 13 pay periods during their eligibility year. For the purpose of this Vacation Pay Allowances Article only, a pay period during which an employee qualifies for pay pursuant to Article (8.19)(H), Article (8.14) through (8.16)(F) for holidays falling with the Christmas Holiday Period, Article (8.17) or Article (8.6), or for days falling within the plant vacation shutdown week, shall be counted as a pay period worked.
- (D) The number of hours of vacation pay allowance and paid absence allowance credit to which an eligible employee shall be entitled shall be based on the employee's seniority as of their eligibility date and the number of pay periods during which they have worked in their eligibility year.
- (E) An eligible employee who has worked at least 26 pay periods in their eligibility year shall be entitled to the following vacation pay allowance and paid absence allowance credit:

For an Eligible Employee With Seniority of	Hours of Full Vacation Pay Allowance	Hours of Full Paid Absence Allowance Credit
One but less than three years	40	40
Three but less than five years	60	40
Five but less than ten years	80	40
Ten but less than fifteen years	100	40
Fifteen but less than twenty years	120	40
Twenty or more years	160	40

- (F) An eligible employee shall be entitled to a percentage of the full vacation pay allowance and paid absence allowance credit shown in Article (8.19)(E) based on the number of pay periods worked in their eligibility year, in accordance with the following:

Pay Periods Worked	Percentage of Full Vacation Pay Allowance and Full Paid Absence Allowance Credit
26	100%
25	96
24	92
23	88
22	84
21	80
20	76
19	73
18	69
17	65
16	61
15	57
14	53

- (G) Vacation pay allowance in each year shall be calculated on the basis of the employee's rate of pay plus the attached night shift premium but not including overtime premium, as of the last day worked prior to the eligibility date or the last day worked prior to the following date, whichever produces the higher rate:

October 15 - for an employee with
December 31 eligibility date

- (1) An employee whose seniority at Detroit Diesel Corporation is broken before their next eligibility date, shall be paid the unused portion, if any, of their vacation pay allowance in accordance with Article (8.19)(F).
- (H) An eligible employee may use their paid absence allowance credit during the eligibility year following the date such paid absence allowance is credited, provided the absence from work is for not less than four (4) continuous hours and is excused for illness (when not receiving Sickness and Accident Insurance benefits), or personal business, or a leave of absence for vacation purposes. Any application for Paid Absence Allowance that requests less than the full period of absent straight time hours will have such "excess" hours coded as excused/unexcused. As an example, if an employee is absent for a full day (8 hours) and applies for four (4) hours PAA for that day, the absent hours that exceed the PAA hours will be coded either excused or unexcused.
- (I) Paid absence allowance shall be calculated on the basis of the employee's rate of pay plus the attached night shift premium, but not including overtime premium, as of their last day worked.
- (1) Employees whose seniority at Detroit Diesel Corporation is broken before their next eligibility date, shall be paid the unused portion, if any, of their paid absence allowance credit in accordance with Article (8.19)(F).
- (2) In the case of an employee who dies, the unused portion, if any, of their paid absence allowance credit shall be paid to their duly appointed legal representative, if there be one, and, if not, to the spouse, parents, children, or other relative or dependents of such

person as the Company in its discretion may determine. Such payment shall be calculated at the rate established in accordance with Article (8.19)(F).

- (3) An eligible employee who, at the time of their next eligibility date, has not used their entire paid absence allowance credit shall, in lieu of excused absence, be paid the unused portion at the rate established in accordance with Article (8.19)(F).

(J) Notwithstanding the provisions of Article (8.19) an employee who retires or is retired under the provisions of the Detroit Diesel Corporation Hourly-Rate Employees Pension Plan or is involuntarily terminated, and who, but for their retirement, would have had at least one year's seniority as of their eligibility date, shall receive a vacation pay allowance and a paid absence allowance credit in accordance with Article (8.19)(F) if they have worked at least 13 pay periods in the eligibility year in which they retired or were involuntarily terminated, or in accordance with the following provisions if they have worked less than 13 pay periods in the eligibility year in which they retire or are involuntarily terminated.

- (1) For each pay period during which they worked within the eligibility year in which they retire or are retired, shall be paid one twenty-sixth (1/26) of the vacation pay allowance and paid absence allowance credit provided for in Article (8.19)(E) for the amount of seniority they had at the time of retirement or involuntary termination.

(K) An eligible employee who is placed on or returns to work from a Leave of Absence for Military Service pursuant to Article (8.5) and who has not worked at least 13 pay periods in the eligibility year in which their Leave of Absence for Military Service begins or ends, shall receive a vacation

pay allowance and a paid absence allowance credit in accordance with the following:

- (1) For each pay period during which they worked within the eligibility year in which the Leave of Absence for Military Service begins, shall be paid one twenty-sixth (1/26) of the vacation pay allowance and paid absence allowance credit provided for in Article (8.19)(E) for the amount of seniority they had at the time of their eligibility date.
 - (2) For each pay period during which they worked within the eligibility year in which the Leave of Absence for Military Service ends, shall be paid one twenty-sixth (1/26) of the vacation pay allowance and credited with one twenty-sixth (1/26) of the paid absence allowance credit provided for in Article (8.19)(E) for the amount of seniority they had at the time of their eligibility date.
- (L) An employee disabled from working by compensable injury or legal occupational disease shall receive credit toward pay periods worked under this Vacation Pay Allowances Article for pay periods they would otherwise have been scheduled to work during the period of compensable disability, provided they have worked during at least one (1) pay period in their eligibility year and are otherwise eligible for a vacation pay allowance and a paid absence allowance credit.
- (M) In the case of an employee who has worked during at least 13 pay periods in their eligibility year and who dies prior to their eligibility date, the vacation pay allowance and paid absence allowance credit to which they would have been entitled had they lived, based on the number of pay periods during which they worked, shall be paid to their duly appointed legal representative, if there be one, and, if not, to the spouse,

parents, children, or other relative or dependents of such person as the Company in its discretion may determine.

- (N) An employee's "eligibility year" shall begin with the first pay period following the pay period containing the eligibility date and end with the last pay period in which the eligibility date occurs.
- (O) In determining the number of pay periods an employee shall have worked in the eligibility year, shall be credited with one pay period for each pay period in which work was performed.
- (P) In the case of an employee who goes on sick leave during one eligibility year after having worked less than 13 pay periods in that year and who retires during the next eligibility year under the provision of the Detroit Diesel Corporation Hourly-Rate Employees Pension Plan before returning to work, retirement, for the purpose of this Vacation Pay Allowances Article only, shall be deemed to have occurred as of the day following the last day worked.
- (Q) *Irrespective of any employment or unemployment on the part of such employees, payment in lieu of vacation to which an employee is entitled less hours paid in advance, and payment of the unused portion, if any, of paid absence allowance credit in lieu of excused absence, to which an employee is entitled, shall be made as soon as possible but not later than forty-five (45) days after the employee's eligibility date, unless the employee elects in writing to take such payment at a later date, but in any event payment will be made not later than twelve (12) months after the employee's eligibility date.*

(R) Without modifying or adding to any other provision of the Vacation Pay Allowances Article, an employee who has not acquired one year's seniority as of the eligibility date occurring after the effective date of this Agreement shall nevertheless become eligible for a vacation pay allowance provided:

- (1) The employee has seniority as of the vacation pay eligibility date, and
- (2) The employee has worked during at least 13 pay periods in the vacation pay eligibility year.

An eligible employee who qualifies as provided herein shall be paid a percentage of 40 hours vacation pay allowance following the vacation pay eligibility date, based on the number of pay periods worked in the eligibility year, in accordance with Article (8.19)(F).

ARTICLE 9 WAGES

(9.1) Call-In Pay

Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of four hours' pay at the regular hourly rate, except in cases of labor disputes, or other conditions beyond the control of Management. Proper notification is defined as contacting the employee by telephone (at the number recorded in Hourly Personnel). If the employee can not be reached by phone, a telegram must be sent to the address of record in Hourly Personnel.

(9.2) Progression Schedule - Employees Hired Prior to August 30, 1998

Employees hired prior to August 30, 1998 shall continue their progression rate in accordance with the following schedule. Such employees shall receive a base wage increase on their respective anniversary date as follows:

- (1) Eighteen (18) months after hire, an increase of 14 cents.
- (2) Thirty (30) months after hire, an increase of 14 cents.
- (3) Forty-two (42) months after hire, an increase of 14 cents.
- (4) The maximum of the job classification, at the expiration of fifty-four (54) months.

New employees hired after the effective date of this Agreement into skilled trades classifications will have a starting base wage \$2.70 below the job classification base wage rate. The period of time for base wage increases and the amount of such increases will be the same as stated above.

**EMPLOYEES HIRED UNDER THE ABOVE PROGRESSION
SCHEDULE ARE ELIGIBLE FOR PERFORMANCE
BONUS PAYMENTS AND QUARTERLY
COST OF LIVING ADJUSTMENTS**

For the purpose of applying the provisions of this section only, an employee will receive credit toward acquiring the maximum base rate effective with their first day worked. Employees will receive credit for seven days for each pay period during which the employee works, except that credit will not be given for any time the employee is on lay-off. Credit will not be given for any pay period during which the employee does not work for any reason, except as provided in Article (8.2)(B) and in the following cases of full pay period absences for Holidays, Paid Absence Allowance, Vacation, Bereavement, Jury Duty, Short Term Military Leave, Union Business, and Vacation Shutdown Week provided the employee would have been otherwise scheduled to work. Each increase shall be effective at the beginning of the first pay period following completion of the required time of employment.

- (A) A laid off seniority employee recalled to a job classification shall receive a base wage rate upon re-employment which has the same relative position to the base wage rate of the job classification as the employee had attained prior to lay-off from DDC. Such employee shall be covered by the rate progression in effect at the time of layoff. Upon re-employment, the credited rate progression period of the employee's prior period of employment is counted toward the rate progression to the maximum base rate of the job classification.
- (B) Employees rehired under the provisions of Article (4.14)(E) or (4.14)(F)(3), shall receive a base wage rate upon re-employment which has the same relative position to the maximum base rate of the job classification as had been attained by the employee in their prior DDC employment. Such employee shall be covered by the rate progression provision in effect during their prior DDC employment.

Upon re-employment, the credited rate progression period of the employee's prior period of employment is counted toward their rate progression to the maximum base rate of the job classification.

(9.3) PROGRESSION SCHEDULE - EMPLOYEES HIRED AFTER AUGUST 30, 1998

Employees hired after August 30, 1998 shall be hired at a starting wage of \$12.00 per hour and will receive a progression rate of a \$1.00 per hour base wage increase on their respective anniversary date for thirteen (13) years. At the conclusion of the progression period the employee will be brought to parity with their respective classifications. Employees hired under the above progression schedule are eligible for performance bonus payments.

For the purpose of applying the provisions of this section only, an employee will receive credit toward acquiring the maximum base rate effective with their first day worked. Employees will receive credit for seven (7) days for each pay period during which the employee works, except that credit will not be given for any time the employee is on lay-off. Credit will not be given for any pay period during which the employee does not work for any reason, except as provided in Article (8.2)(B) and in the following cases of full pay period absences for Holidays, Paid Absence Allowance, Vacation, Bereavement, Jury Duty, Short Term Military Leave, Union Business, and Vacation Shutdown Week provided the employee would have been otherwise scheduled to work. Each increase shall be effective at the beginning of the first pay period following completion of the required time of employment.

- (A) A laid off seniority employee recalled to the plant shall receive a base wage rate upon reemployment which has the same base wage rate the employee had attained prior to lay-off from DDC. Such employee shall be covered by the rate progression in effect at the time of layoff. Upon reemployment, the credited rate progression period of the employee's prior period of employment is counted toward the rate progression to the maximum base rate of the job classification.

(B) Employees rehired under the provisions of Article (4.14)(E) or (4.14)(F)(3), shall receive a base wage rate upon reemployment which has the same base rate as had been attained by the employee in their prior DDC employment. Such employee shall be covered by the rate progression provision in effect during their prior DDC employment.

Upon reemployment, the credited rate progression period of the employee's prior period of employment is counted toward their rate progression to the maximum base rate of the job classification.

Skilled Trades employees hired after August 30, 1998 will be subject to the Progression Schedule for Skilled Trades Classifications under Article (9.2).

(9.4) Performance Bonus Payments

The Performance Bonus provided herein recognizes that a continuing improvement in the standard of living of employees depends on technological progress, better tools, methods, processes, equipment and a cooperative attitude on the part of all parties to increase the company's productivity. Accordingly a Performance Bonus will be paid to each eligible employee in accordance with the following table:

Eligibility Date	Amount	Payable During Week Ending
<u>September 07, 1998</u>	<u>Five Percent</u> <u>of</u> <u>Qualified Earnings</u>	<u>October 18, 1998</u>
<u>September 06, 1999</u>	<u>Three Percent</u> <u>of</u> <u>Qualified Earnings</u>	<u>October 17, 1999</u>

<u>September 11, 2000</u>	<u>Three Percent</u> <u>of</u> <u>Qualified Earnings</u>	<u>October 22, 2000</u>
<u>September 10, 2001</u>	<u>Five Percent</u> <u>of</u> <u>Qualified Earnings</u>	<u>October 21, 2001</u>
<u>September 09, 2002</u>	<u>Three Percent</u> <u>of</u> <u>Qualified Earnings</u>	<u>October 20, 2002</u>
<u>September 08, 2003</u>	<u>Three Percent</u> <u>of</u> <u>Qualified Earnings</u>	<u>October 19, 2003</u>

All employees are eligible for a Performance Bonus payment, including *new employees hired under the Progression Schedule* provided they have seniority as of each designated eligibility date set forth above.

An employees Performance Bonus will be based on qualified earnings during the 52 consecutive pay periods immediately preceding the pay period in which each designated eligibility date falls.

Qualified earnings is defined as income received by an eligible employee from DDC during each designated eligibility year resulting from the following:

- Hourly Base Wages *
- COLA *
- Shift Premium *
- Vacation and Paid Absence Allowance
- Holiday Pay
- Seven-Day Operator Premium
- Bereavement Pay
- Jury Duty Pay

Apprentice Pay
Call-in Pay
Short-Term Military Duty Pay
Back Pay awards related to the designated eligibility year
Workers Compensation Payments **

* Including overtime, Saturday, Sunday, and Holiday premium payments.

** Excluding overtime differential. Employee must work a minimum of ten (10) weeks in eligibility year.

- (A) An employee who retires during the Performance Bonus eligibility year, and who would have had seniority on the specified eligibility date, but for such retirement, will be eligible for a Performance Bonus payment as defined in Article (9.4) above.
- (B) In the case of an employee who dies during the Performance Bonus eligibility year, and who would have had seniority on the specified eligibility date, but for such death, will have a Performance Bonus payment calculated as defined in Article (9.4) above and payable to the deceased employees duly designated beneficiary.

(9.5) Cost of Living Allowance

Effective September 28, 1998, \$1.28 shall be deducted from the \$1.33 COLA in effect immediately prior to that date and \$1.28 shall be added to the base wage rates for each classification in effect on that date. Thereafter, during the period of this Agreement, adjustments in the Cost-of-Living Allowance shall be made at the following times:

**Effective Date
of Adjustment**

**Based Upon Three
Month Average of
The CPI for:**

<u>December 7, 1998</u>	August, September, October <u>1998</u>
First pay period	November, December <u>1998</u>
beginning on or after	and January <u>1999</u> and at
March 1, <u>1999</u> and at three-calendar month intervals thereafter	three calendar month intervals thereafter to
to June 1, <u>2004</u>	February, March, April <u>2004</u>

In determining the three-month average of the indexes for a specified period, the computed average shall be rounded to the nearest 0.1 of an index point using the engineering method of rounding.

In no event will a decline in the three month average Consumer Price Index below 474.3 provide the basis for a reduction in the wage scale by job classification.

- (A) All employees covered by this Agreement shall receive a Cost of Living Allowance, except for new employees hired under the progression schedule specified in Article (9.3), in accordance with the provisions of Article (9.5).

If a decline in the Cost of Living occurs, it is agreed that only the Cost of Living Allowance will be subject to reduction, not base wages.

- (B) The Cost of Living Allowance provided for in Article (9.5) shall be added to each employee's hourly wage rate and will be adjusted up or down as provided in Article (9.5) and (9.5)(D).

- (C) The Cost of Living Allowance will be determined in accordance with changes in the official Consumers Price Index for Urban Wage Earners and Clerical Workers (revised CPI-W) (U.S. City Average) published by the Bureau of Labor Statistics (1967=100).
- (D) The amount of the Cost of Living Allowance shall be five cents (5¢) per hour effective with the effective date of this Agreement and ending December 6, 1998. Effective December 7, 1998 and for any period thereafter as provided in Articles (9.5) and (9.5)(A) the Cost of Living Allowance shall be in accordance with the following table:

THREE MONTH AVERAGE CONSUMER PRICE INDEX	COST-OF-LIVING ALLOWANCE
<u>474.9 - 475.0</u>	\$.02¢
<u>475.1 - 475.3</u>	.03¢
<u>475.4 - 475.5</u>	.04¢
<u>475.6 - 475.8</u>	.05¢
<u>475.9 - 476.1</u>	.06¢
<u>476.2 - 476.3</u>	.07¢
<u>476.4 - 476.6</u>	.08¢
<u>476.7 - 476.8</u>	.09¢

And so forth with \$.01 adjustment for each 0.26 change in the Average Index. The above table has been constructed to provide that \$.01 adjustments shall become payable, sequentially for each 0.3, 0.2, 0.3, 0.2, and 0.3 change in the Index and so forth, with that sequence being repeated thereafter in the table so as to produce an average adjustment over time of \$.01 for each 0.26 change in the Index.

Any claims by the Union that the Company is not performing the Index calculations as described in this Article, may be brought up directly to the Director of Industrial Relations.

- (E) The amount of any Cost of Living Allowance in effect at the time shall be included in computing overtime premium, night-shift premium, vacation payments, holiday payments, call-in pay, bereavement pay, jury duty pay, paid absence allowance and short-term military duty pay.
- (F) In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Index on or before the beginning of one of the pay periods referred to in Article (9.5)(D) and any adjustments in the C.O.L.A. required by such appropriate Index shall be effective at the beginning of the first pay period after receipt of the Index.
- (G) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures used in the calculation of the CPI for any month or months specified in Article (9.5)(D).
- (H) The parties to this Agreement agree that the continuance of the Cost of Living Allowance is dependent on the availability of the monthly C.P.I. published by the Bureau of Labor Statistics in its present form and calculated on the same basis as the Index for July, 1998 unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form on the basis of calculating the C.P.I. the parties agree to request such agency to make available for the life of this Agreement, a monthly C.P.I. in its present form and calculated on the same basis as the Index for July, 1998.

(9.6) COLA Payout Option

Hourly employees receiving COLA adjustments may elect to have their COLA payout frequency changed from weekly to annually. Forms will be provided by the Hourly Payroll department for this purpose and will require the employee's written consent. The election period for annual payment will be communicated to employees each year. Employees electing annual payouts may only cancel such election due to a "life event" change, as that phrase is understood in the Flexible Benefit Plan; i.e. layoff of employee or spouse; birth or adoption of child; death of a child, etc.

The annual COLA payout will occur in the payroll period during the week ending on the last Sunday in September of the subsequent year.

The parties have agreed that this provision can be reviewed on an annual basis to determine if it should be continued based on employee participation.

(9.7) Skilled Trades Tool Allowance

Skilled Trades employees shall receive a tool allowance of \$.30 per hour worked. This allowance will be paid in concurrence with the annual performance payment for Skilled Trades employees who have seniority as of each of the eligibility dates set forth in Article (9.4).

(9.8) Wage Rules

- (A) When a seniority employee is transferred to another classification, the employee shall receive the base wage rate of the new job classification upon transfer except as provided for in (9.8)(B).
- (B) Employees hired prior to August 30, 1998 that have not completed the rate progression schedule upon re-classification shall receive a base rate which has the same relative position to the base rate of the new classification as

had been attained by the employee in the prior classification. Such employee shall continue to be covered by the rate progression in effect. Upon such re-classification the credited rate progression period of the employee's prior period shall be applied toward their rate progression to the base rate of the new job classification.

- (C) When an employee, hired prior to August 30, 1998, is temporarily reassigned to replace absentees or other emergencies, they shall be compensated at their regular rate, if the job to which they are assigned is of an equal or lower rate. However, if the job to which such employee is temporarily assigned is a higher rated job they will be compensated at the higher rated job for all hours worked on that day, providing they work on such a higher rated job for one (1) hour or more except as provided for in (9.8)(E).
- (D) When employees are temporarily transferred to a lower job classification, they shall receive the rate they are receiving on their regular job classification.
- (E) When employees hired prior to August 30, 1998 that have not completed the rate progression schedule are temporarily reassigned to replace absentees or other emergencies, they shall be compensated at their regular rate, if the job to which they are assigned is of an equal or lower rate. However, if the job to which such employees are temporarily assigned is a higher rated job, they will be compensated at the higher rated job for all hours worked on that day, at the same relative position to the base rate of the classification which they have been temporarily assigned providing they work on such higher rated job for one (1) hour or more.

- (F) When employess that were hired prior to August 30, 1998 have not completed the rate progression schedule are temporarily transferred to a lower job classification, they shall receive the rate they are receiving on their regular job classification.
- (G) When employees are required to perform more than one job classification as part of their regular job assignment, they shall receive the rate of pay of the highest job classification of their regular daily job assignment. However, in the case of employees, hired prior to August 30, 1998, who have not completed the rate progression schedule determining the rate of pay of the highest job classification will be pursuant to the provisions of Article (9.8)(B).
- (H) Employees who have been transferred from their job to a lower rated job pursuant to the provisions of this Agreement will have their rate adjusted to reflect the rate specified for the classification to which they have been transferred. Employees, hired prior to August 30, 1998, who have not completed the rate progression schedule will have their new rate determined as outlined in the provisions of Article (9.8)(B) of this Agreement.

(9.9) Classifications and Rates

	9/28/98 Effective Rate	1/4/99 Effective Rate
Assembler	19.97	20.97
Assembler Coordinator / Trainer	19.97	20.97
Audit Teardown	20.50	21.50
Auditor	20.08	21.08
Auditor II	20.25	21.25
Auditor S - 60	20.45	21.45
Crib Attendant	19.86	20.86
Driver Outside Transport	20.86	21.86
Garage Attendant	19.51	20.51
Housekeeping Services	19.15	20.15
Janitor	19.15	20.15
Janitor Leader	19.34	20.34
Machine Set-up	20.21	21.21
Machinist A	20.43	21.43
Machinist B	20.31	21.31
Machinist C	20.21	21.21
Machinist D	19.97	20.97
Material Handler	19.78	20.78
Oiler Machinery and Equipment	19.79	20.79
Parts Repair	20.08	21.08
Power Sweeper	19.40	20.40
Production Painter	19.97	20.97
Test Operator	20.45	21.45
Test Operator / Repair	20.55	21.55
Truck Driver - Inside	19.68	20.68
<i>Waste Treatment Operator</i>	20.37	21.37
Yard Labor Maintenance	19.40	20.40
Yard Labor Maintenance Leader	19.55	20.55

(9.10) Skilled Trades Job Classifications

	9/28/98	1/4/99
	Effective	Effective
	Rate	Rate
Air Conditioning	22.77	23.77
Air Conditioning Leader	23.20	24.20
Boiler Operator	22.53	23.53
Carpenter/Painter	22.53	23.53
Carpenter/Painter Leader	22.99	23.99
Cutter Grinder	22.79	23.79
Cutter Grinder Leader	23.20	24.20
Electrician	22.91	23.91
Electrician Leader	23.34	24.34
Inspector - Tool & Die	22.86	23.86
inspector - Tool & Die Leader	23.33	24.33
Instrument Repair	22.77	23.77
Instrument Repair Leader	23.20	24.20
Machine Repair Machinist	22.77	23.77
Machine Repair Machinist Leader	23.20	24.20
Millwright/Welder	22.79	23.79
Millwright/Welder Leader	23.21	24.21
Pipefitter	22.53	23.53
Pipefitter Leader	22.99	23.99
Tinsmith	22.53	23.53
Tinsmith Leader	22.99	23.99
Tool Hardener	22.64	23.64
Toolmaker Machinist AA	22.86	23.86
Toolmaker Machinist AA Leader	23.30	24.30
Toolmaker Bench	22.86	23.86
Toolmaker Bench Leader	23.30	24.30
Truck Repair	22.53	23.53
Truck Repair Leader	22.99	23.99

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(9.11) Claims for Wages

- (A) Any claims including claims for back wages by an employee covered by this Agreement, or by the Union, against the Company, shall not be valid for a period prior to the date the grievance was first filed in writing, except that:
- (1) In cases based on a violation which is noncontinuing, such claims shall be valid for a period of not more than seven days prior to the date the grievance was first filed in writing unless the circumstances of the case made it impossible for the employee, or for the Union, as the case may be, to know that the employee, or the Union, had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of thirty days prior to the date the claim was first filed in writing.
 - (2) In cases based on a violation which is continuing, if the circumstances of the case made it impossible for the employee, or for the Union, as the case may be, to know that the employee, or the Union, had grounds for such a claim prior to that date, the claim shall be limited retroactively to a period of thirty days prior to the date the claim was first filed in writing.
- (B) Deductions from an employee's wages to recover over-payments made in error will not be made unless the employee is notified prior to the end of the month following the month in which the check (or payroll order) in question was delivered to the employee.
- (C) All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned from employment with the Company during the periods as above defined and, in the case of protested discipline or loss of

seniority, the amount of Supplemental Unemployment Benefits and Unemployment Compensation (provided the denial of this benefit is final) the employee applied for in a timely manner, was otherwise entitled to, but did not receive because of such discipline or loss of seniority, less the following:

- (1) Any Unemployment Compensation received for a week which corresponds to a week the employee would have worked for the Company which the employee is not obligated to repay or which is obligated to repay but has not repaid nor authorized the Company to repay on the employee's behalf.
- (2) Compensation for personal services other than the amount of compensation received from any other employment which the employee had at the time they last worked for the Company and which they would have continued to receive had they continued to work for the Company during the period covered by the claim.

Wages for total hours worked each week in other employment in excess of the total number of hours the employee would have worked for the Company during each corresponding week of the period covered by the claim shall not be deducted.

The calculation of a back pay award made pursuant to this Article will be provided to the employee involved upon request.

- (D) No decision of the Arbitrator or of the Management in one case shall create a basis for a retroactive adjustment in any other case prior to the date of written filing of such specific claim.

ARTICLE 10 WORKING CONDITIONS

(10.1) Production Standards

- (A) Production standards shall be established on the basis of fairness and equity consistent with the quality of work, efficiency of operations, and the reasonable working capacities of normal operators. Management will not condone time studies being conducted under threat of intimidation and any such claims may be raised directly to Industrial Relations.
- (1) Model mix shall be taken into account in establishing and/or changing production standards on assembly operations. The speed of such assembly lines will not be increased beyond the level for which they are staffed for the purpose of gaining additional production or for the purpose of making up for loss of production due to breakdowns or unscheduled line gaps or stops.
 - (2) Work assignments on conveyor lines will be made in accordance with line speeds and available work space and the expected normal ratio of model mix and optional equipment. When it is necessary to adjust the normal scheduled mix on conveyor lines which results in more or less work being required, compensating adjustments in work assignment, workforce, spacing of units, line speed or any combination thereof will be made. Arrangements will be made locally to establish procedures which will provide advance knowledge of mix changes that require compensating adjustments so that such adjustments will be made in a timely manner. On conveyor line operations, Management will designate specific off-line operations from which employees will be

made available to compensate for such mix changes when one of the compensating adjustments requires an increase in employees and in such case the assignment of employees will be given priority over the off-line operation. Upon request, Management will advise the Union of the arrangements made.

- (3) After the time or the requirements for a normal operator to perform an element has been established on an assembly operation and the element is subsequently changed because of engineering changes, a change in method, machinery, equipment, layout or tools, only the time or the requirements of the elements affected by such change will be adjusted.
- (4) If a standard is to be established on a new off-line or machine operation and has not been established when the operation is placed in production, the operator will be advised of the reason for not establishing the standard and the expected requirements of the operation.
- (5) Job standards will be on file in each department and will be kept current at all times. Each employee will be presented with or have access to information showing his production requirement.
- (6) Any employee desiring to check the job standards i.e., (cycle time, speeds, & feeds and/or pieces per hour), may do so by means of a request to the supervisor. It is agreed that job requirements will be available to all operators; however, the method of implementing this will necessarily differ in various departments.
- (7) When a time study, spot check or work sample is to be made for time study purposes, the employee will be advised beforehand.

- (8) Hourly production records are used as an orderly means of maintaining efficiency and production counts and they are not intended to be used to harass employees, nor will they be used as the sole basis for assessing disciplinary action.
- (9) When a dispute arises regarding standards established or changed by the Management, the complaint should be taken up with the supervisor. If the dispute is not settled by the supervisor or if the complaint is not taken up by the employee with the supervisor, the committeeperson for that district shall, without regard to the restrictions on his time as provided in Article (3.4)(G) of the Representation Section shall upon reporting to the supervisor of the department involved, examine the job to determine the merits of the complaint. The employee may then file a grievance. The supervisor or the time study person will furnish him with all of the facts of the case. If there is still a dispute after the committeeperson has completed the examination, the operations may then be re-examined in detail with the supervisor or the time study person. The committeeperson will, upon request, be given in writing the work elements of the job without undue delay, which means as soon as reasonably possible under circumstances existing at the time the request is made for the work elements of the job. When available, the cycle time or other pertinent data that is relevant to the dispute will be provided in writing upon request; however, it is mutually recognized that it would be impractical to provide this information during periods of production acceleration, or due to the volume of production standards, grievances filed etc. On these occasions the information requested by the Committeeperson cannot be furnished as promptly as under normal circumstances. If the matter is not adjusted at this stage, it

may be further appealed as provided in the procedure below. If the dispute is settled at any stage of this procedure, the parties to the settlement will, upon request of either party, specify in writing what the elements are that constitute the job as settled including a notation of the then current model mix and line speed and this information will be initialed and dated by the parties.

- (10) *After the supervisor has had reasonable time to consider a grievance filed claiming violation of production standards, which shall be not more than two working days, the supervisor shall thereafter answer the grievance:*
- (a) *Within one working day after requested to do so by the committee person, or*
- (b) *In any event after ten (10) working days of the date the grievance was filed with the supervisor.*

The above time limits may be extended by mutual agreement.

- (11) *If the case is not adjusted by the supervisor, it may, within three (3) working days of the supervisor's written answer, be appealed by the Shop Committee person for the Zone, or another member of the Shop Committee, or the Chairperson of the Shop Committee to the next step, as provided below, by giving written notice to the Industrial Relations Department.*
- (12) *Within three (3) working days of receipt of the appeal, the case will be considered at a Special Step of the Grievance Procedure by not more than three*

representatives of the Union, including the District Committeeperson, the Shop Committeeperson for the zone or another member of the Shop Committee, and the Chairperson of the Shop Committee, and not more than three representatives of Management, at least one of whom shall be a member of higher supervision. Time spent in the Special Step meeting by the District Committeeperson will not be charged against the time allowed under Article (3.4)(G).

- (a) In the multi-shift operations, the District Committeeperson or the Shop Committeeperson from the opposite shift(s) may, by mutual agreement, attend the Special Step Meeting when a standards dispute exists on the same operation on more than one shift. An additional representative of management may also attend the Special Step Meeting in these situations. The schedule for such meetings will be established at a time mutually convenient to the participants.
- (13) After a case is appealed to the Special Step and prior to the meeting on the case at that step, a member of the Shop Committee who will participate in the Special Step meeting may make a further investigation of the case as provided in Article (2.3).
 - (14) Within five (5) working days of this Special Step meeting, higher supervision will give a written answer. If the case is not settled at this step, the Chairperson of the Shop Committee may, within three working days appeal the case by submitting to Management a "Notice of Unadjusted Grievance." Thereafter the case will be handled in accordance with Step Three of the Grievance Procedure Section, except that "Statements of Unadjusted Grievance" need not be exchanged and

the 30-day time limit for "Notice of Appeal" by the Regional Director, shall run from the date of the answer given by Management at the Special Step of the Grievance Procedure. Plant entry may be made after the "Notice of Unadjusted Grievance" has been filed and before the Appeal Meeting.

- (15) The time limits specified above may be extended by mutual agreement in writing. Any case not appealed from one step of this procedure to the next within the time limits specified will be considered closed on the basis of the last decision given.
- (16) After a production standards grievance is filed on a job, the Committeeperson representing the employee who filed the grievance will be informed in writing of any change in work content which results in an increase or decrease in work content or which is made in an attempt to adjust the grievance.
- (17) In the event a standard has not been established on a job, an employee who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace, will not be disciplined for failure to obtain an expected amount of production on that job.
- (18) If a production standards grievance is settled in writing and the employee who signed the grievance is subsequently replaced by another employee and if, thereafter, additional work is added to the job without any other change having occurred which affects the job, the District Committeeperson may initiate a grievance alleging that the additional work constitutes a violation of the settlement.

- (19) It is important to DDC to retain its right to transfer employees in order to maintain and improve efficiency in our operations. It is also important to respect the right of employees to file legitimate grievances regarding production standards or disciplinary action. DDC does not consider it proper to transfer, reassign or separate employees because they file such grievances.
- (20) In cases where it is alleged that the settlement of a work standards grievance reached during negotiations in which a member of the International-UAW and a representative of the DDC Industrial Relations Staff has not been implemented in a timely manner or that after implementation the settlement has been violated the following informal procedure will apply:
- (a) The complaint may be reviewed by the Chairperson of the Shop Committee and the Manager of Industrial Relations.
 - (b) If not resolved, the Chairperson may submit a statement of the case in writing to the Manager of Industrial Relations spelling out the details of the complaint.
 - (c) The Manager of Industrial Relations shall submit a written reply within one (1) working day of receipt of the written statement.
 - (d) If the matter is not resolved within three (3) working days after the above written reply, the Chairperson of the Shop Committee may submit a written report of the disputed case to the UAW in which case the Manager, Industrial Relations, after notice by the Chairperson of the Shop Committee of such submission, will submit a written report to the company.

- (e) If these parties are unable to resolve the dispute, it may then be reviewed by the Regional Director of the UAW with the DDC Industrial Relations Staff where it will be resolved.

(21) This procedure is not intended to prejudice any contractual position either DDC or the UAW may take in any case arising under the Agreement.

(10.2) Union Security and Check-Off of Union Membership Dues

- (A) An employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union.
- (B) An employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under, and for the duration of, this Agreement.
- (C) Anything herein to the contrary notwithstanding, an employee shall not be required to become a member of, or continue membership in, the Union, as a condition of employment, if employed in any state which prohibits, or otherwise makes unlawful, membership in a labor organization as a condition of employment.

- (D) The union shall accept into membership each employee covered by this Agreement who tenders to the Union the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union.
- (E) The Local Union will furnish Local Management, not later than fifteen (15) days prior to implementation of the automatic dues deduction system at any plant, the names of all members paying dues direct to the Local Union. Thereafter, the Local Union will advise Management, promptly, of any changes to this list.

(10.3) New Jobs

When new jobs are placed in production and cannot be properly placed in existing classifications by mutual agreement, Management will set up a new classification and a rate covering the job in question, and will designate it as temporary. A copy of the temporary rate and classification name will be furnished to the Shop Committee.

- (A) As soon as possible after machinery and other equipment have been installed, and in any event, within 30 calendar days after a production employee has been placed on the job, the Shop Committee and Management shall negotiate the rate and classification, and when negotiations are completed, such classification and rate shall become a part of the Master Agreement, and the negotiated rate, if higher than the temporary rate shall be applied retroactively to the date the production employees started on the job, except as otherwise mutually agreed.

(10.4) Establishment of New Plants

- (A) For twenty-four months after production begins in a new DDC plant (including a non-represented plant), DDC will give preference to the applications of laid off employees having seniority in the Redford UAW operations over

applications of individuals who have not previously worked for DDC, provided their previous experience at DDC shows that they can qualify for the job. When employed, such employees will have the status of temporary employees in the plant. Such employees will retain their seniority at the Redford UAW operations until broken in accordance with the seniority rules herein.

- (B) When a transfer of major UAW operations out of the Redford facilities is contemplated the parties will discuss this issue under the provisions of the sourcing memorandum in an effort to negotiate an equitable solution. If after these discussions the parties are able to formulate a plan to retain the work at the Redford facilities this plan will be implemented as quickly as possible. If after these discussions the work cannot be retained, however, the provisions of the job security program will then apply.
- (C) It is further understood that in the spirit of cooperation, those directly affected by such transfer of work who are protected by the job security provisions will be given consideration to be moved with the transferred work to the new location. These individuals would be employed under the work rules, provisions, agreements, wages and benefits of the new location and be considered a Voluntary Quit at the Redford operations.

(10.5) Payday Procedure

- (A) Management's current practice of distributing employees checks to employees on their regular shift in a manner which does not cause loss of time by the employee nor loss of production will continue.
- (B) Problems regarding paycheck distribution, or substantial shortages should be brought to the attention of Industrial Relations, for prompt resolution.

(10.6) Strike, Stoppages and Lockouts

- (A) It is the intent of the parties to this Agreement that the procedures herein shall serve as a means for peaceable settlement of all disputes that may arise between them.
- (B) During the life of this Agreement, the Company will not lock out any employees until all of the bargaining procedure as outlined in this Agreement has been exhausted and in no case on which the Arbitrator shall have ruled, and in no other case on which the Arbitrator is not empowered to rule until after negotiations have continued for at least five days at the third step of the Grievance Procedure. In case a lock-out shall occur the Union has the option of canceling the Agreement at any time between the tenth day after the lockout occurs and the date of its settlement.
- (C) During the life of this Agreement, the Union will not cause or permit its members to cause, nor will any member of the Union take part in any sitdown, stay-in or slow-down, in the plant, or any curtailment of work or restriction or production or interference with production of the Company. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of the Company's operations or picket the Company's premises until all the bargaining procedure as outlined in this Agreement has been exhausted, and in no case on which the Arbitrator shall have ruled, and in no other case on which the Arbitrator is not empowered to rule until after negotiations have continued for at least five days at the third step of the Grievance Procedure and not even then unless authorized by the Regional Director of the Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and written notice of such intention to authorize has been delivered to the Director of Industrial Relations and Administration of the Company at least five working

days prior to such authorization. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the company's operations or picket any of the company's premises because of any dispute or issue arising out of or based upon the provisions of the Pension Plan, Life and Disability Benefits Program, Health Care Program, Profit Sharing, Supplemental Unemployment Benefit Plan, Personal Savings Plan, Legal Services Plan or GIS (pending subsequent negotiations) nor will the Union authorize such a strike, stoppage, or picketing. In case a strike or stoppage of production shall occur, the Company has the option of canceling the Agreement at any time between the tenth day after the strike occurs and the day of its settlement. The Company reserves the right to discipline any employee taking part in any violation of this section of this Agreement.

(10.7) Supervisors Working

- (A) Supervisory employees shall not be permitted to perform work on any hourly-rated job except in the following types of situations: (1) in emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations; (2) in the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned.

- (B) Supervisors who continually violate this agreement will be subject to the following procedure. Industrial Relations and *the General Superintendent of the area will meet to resolve the issue with the Supervisor involved.* The representative for that district will be advised of the results of that meeting. If the Supervisor continues to violate this paragraph the Supervisor will meet with the Plant Manager and the Director Industrial Relations and Administration to resolve the matter.

(10.8) Supervisory Instructions

Management recognizes that it is desirable for employees to take orders from one Supervisor except in abnormal situations or special cases such as Shop Rule or Safety violations. In the event of conflicting instructions by another Supervisor regarding job assignments, these cases should be brought to the attention of the Supervisor giving such conflicting orders, by the employee. It shall be the responsibility of the Supervisor to resolve the conflict with the employee's immediate Supervisor.

(10.9) Production Assignments

Production employees shall not be assigned any work that contractually belongs to DDC skilled classifications. In the event of a dispute, the employee may have their supervisor call their committee-person. To resolve the situation, the committee-person and production supervisor may find it necessary to consult with the committee-person and supervisor representing the respective trade. Supervisors who continually violate this agreement by assigning skilled work to production employees will be subjected to the resolution procedure defined in Article 10.7(B).

ARTICLE 11 WORKING HOURS

(11.1) Basic Work Week

For the purpose of computing overtime premium pay, the regular working day is eight hours and the regular working week is forty hours.

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 Monday at the regular starting time of the shift to which assigned.

Hourly employees will be compensated as follows:

(11.2) Straight Time

- (A) For the first eight hours worked in any continuous twenty-four hour period, beginning with the starting time of the employee's shift.
- (B) For the first forty hours worked in the employee's working week, less all time for which daily, Saturday, Sunday or holiday overtime has been earned.
- (C) For time worked during the regular working hours of any shift which starts on the day before and continues into a specified holiday or a Saturday.

(11.3) Time and One-Half

- (A) For time worked in excess of eight hours in any continuous twenty-four hours, beginning with the starting time of the employee's shift, except if such time is worked on a Sunday or holiday when double time will be paid as provided below.

- (B) For time worked in excess of forty hours in the employee's working week, less all time for which daily, Saturday, Sunday or holiday overtime has been earned.
- (C) For time worked on any shift which starts on Saturday.

(11.4) Double Time

For time worked during the first eight (8) hours worked on any shifts that start on Sundays and on each holiday specified in Article (8.14); for time worked on the calendar Sunday or specified holiday in excess of the first eight (8) hours worked on any shift that starts on Sunday or one of the specified holidays; and for time worked on a Sunday or specified holiday in excess of eight (8) hours worked on a shift which starts the previous day and runs over into Sunday or one of the specified holidays.

(11.5) Continuous Operation

Employees working in necessary continuous seven-day operations whose occupations involve work on Saturdays and Sundays shall be paid time and one-half for work on these days only for time worked in excess of eight hours per day or in excess of forty hours in the employee's working week, for which overtime has not already been earned, except as otherwise provided:

- (A) Employees shall be paid time and one-half for hours worked on the employee's sixth work day in the week.
- (B) Employees shall be paid double time for hours worked on the 7th work day in the calendar week if the 7th work day results from the employee being required to work on a scheduled off day(s) in that calendar week, or for hours worked on a Sunday if that Sunday is the second scheduled off day in that calendar week.

- (C) Such employees will be paid double time for the first eight (8) hours worked on any shift that starts on any of the holidays listed in Article (8.14); for time worked on the calendar holiday in excess of the first eight (8) hours worked on any shift that starts on any such holiday; and for time worked on the calendar holiday in excess of eight (8) hours worked on a shift which starts the previous day and runs over into any such holiday. In the case of the employees who work 6 or 7 days during the work week, the first 8 hours worked at double time on shifts starting on such holidays shall be counted in computing overtime for work in excess of 40 hours in the employee's working week.
- (D) Such employees will be paid time and one-quarter (1.25 times straight time) for hours worked on Saturdays and will be paid time and one-half (1.50 times straight time) for hours worked on Sundays, unless such hours are payable at an overtime premium rate under any other provision of this Agreement.
- (E) If such employees receive holiday pay pursuant to Article (8.15)(B) for a particular holiday on which they do not work, that holiday will be counted as a day worked for the purpose of computing sixth or seventh day premium under sub-Articles (A), (B) and (C) above.
- (F) Such employees shall be paid an additional fifty cents (.50) per hour for time worked, which shall be included in computing vacation pay allowance, paid absence allowance, holiday pay, bereavement pay, jury duty pay, short-term military duty pay, overtime and night shift premium.
- (G) Premium payments shall not be duplicated for the same hours worked under any of the terms of this Article.

(11.6) Change in Shift Hours

Management's policy regarding changing of shift hours is to discuss contemplated changes with the Union, then allowing approximately a one (1) week period for investigation purposes, as has been previously stated.

(11.7) Night Shift Premiums

A night shift premium on night shift earnings, including overtime premium pay, will be paid to an employee for time worked on a shift scheduled to start in accordance with the following chart:

Schedule Shift Starting Time	Amount of Shift Premium
(1) On or after 11:00 a.m. and before 7:00 p.m.	Five Per Cent
(2) On or after 7:00 p.m. and on or before 4:45 a.m.	Ten Per Cent
(3) After 4:45 a.m. and before 6:00 a.m.	Ten Per Cent until 7:00 a.m.

When employees covered by (1) above are scheduled to work more than nine hours and until or beyond 2:00 a.m. they shall be paid ten per cent for the hours worked after 12 midnight.

In applying the above night shift premium provisions, an employee shall be paid the premium rate, if any, which attaches to the shift worked on a particular day.

(11.8) Special Three Shift Operations

This Article is not intended to change any present practice, or preclude the readoption of a prior practice, whereby it is possible to schedule certain operations on a three-shift, eight hours of work per shift basis with special provisions for lunch. Where it is not possible or practicable on three-shift operations to establish schedules of 8 hours of work each shift, work shifts will be established on the basis of arrangements for a personal relief/lunch period not in excess of 46 minutes being provided during the shift period without loss of pay.

The above provisions shall not preclude necessary temporary variations in schedules.

(11.9) NEGOTIATED OVERTIME PROCEDURE

In the application of extra work in periods of part time operation, and overtime, it will be equalized among the employees engaged in similar work by classification, by department, by shift, and by established equalization of overtime and/or part time hours group.

- (A) The employees lowest in hours capable of doing the work will be asked first.
- (B) Employees who fail to accept available overtime and/or part time work in their equalization group shall be credited with time they could have worked. All overtime hours paid to an employee will be charged to the employee's balance of hours record.

If an employee accepts any period of overtime (whether early or late daily, weekend or holiday overtime) during the calendar month and fails to report, the employee will be charged double the number of regularly charged hours the employee would otherwise have been charged. It is understood that each employee will be afforded one grace period

of overtime missed during each calendar month where only regular overtime hours will be charged; therefore, if a week-end falls into two (2) different months, one grace period for each month is allowed.

- (C) Except in emergencies, employees will be notified on Thursday for Saturday work, Friday for Sunday work and twenty-four (24) hours in advance for holidays. Also, except in emergencies, five (5) hours notice will be given employees prior to their quitting time, that there is daily overtime (defined as Monday through Friday). Employees not asked in a timely manner will not be charged. This notification procedure applies to all shifts.

Low employee for weekend overtime will be established by one of the following:

1. Employees having the lowest accumulated hours at the start of the regular shift on Thursday will be low for Thursday, Friday, Saturday and Sunday overtime until the start of the regular shift on Monday.
2. Employees having the lowest accumulated hours at the start of the regular shift on Monday will be considered low for overtime for the entire week until the start of their next regular Monday shift.

- (D) Those employees who have the lowest accumulated overtime hours in the group will be required to work in the event that all other employees in the group have rejected such work.

(E) Augmentation

Augmentation is defined as periods of overtime. Management has the right to move employees on a straight time basis, for any circumstance, between equalization of hours groups without creating an overtime violation.

When it becomes necessary to augment one equalization group from another group, the lowest employee in the second group capable of doing the work will be asked first. Such hours offered outside the equalization group whether worked or refused will be credited in the employee's equalization group.

In three (3) shift operations where overtime is known and scheduled in advance, every reasonable effort will be made to schedule employees on other shifts in the same classification and department for purposes of augmentation of such overtime; with the understanding that this does not apply in situations requiring augmentation due to absenteeism and/or other unforeseen circumstances.

(F) An employee on a leave of absence will be credited with the overtime they could have worked with the following exceptions:

- (1) An employee on a short term military leave of less than 30 days pursuant to the Universal Military Training and Service Act, as amended, for required attendance at training drills, summer camps, or cruises, will not be charged with such hours for equalization of hours purposes.

- (2) *Employees returning from an extended Military Leave of Absence, of over 30 days, will be given the mean hours of the group in which they are placed.*
 - (3) *In determining the hours with which an employee shall be credited when entering a group the hours standing of employees involved in short term Military Training, pursuant to Article (11.9)(F), shall be disregarded.*
- (G) It is not practicable to equalize hours between shifts, however, Management will attempt to maintain a reasonable balance of hours between shifts in the respective areas. Management will promptly investigate claims by the Union that a spread of hours between shifts in a particular area is unreasonable, and when a problem exists and it is practicable to do so, corrective steps will be taken.

When overtime work is of a nature that it can efficiently be scheduled on any shift, Management will give consideration to all shifts in making overtime assignments. Overtime is scheduled by shift on the basis of practicability, efficiency, *fairness and equity.*

- (H) Leaders and Utility Operators will equalize with the employees in the group they lead.
- (I) Established equalization overtime and/or part time groups have been agreed upon and initialed by the parties. In the event of contemplated changes in existing balance of hours groups, any such changes, except in the addition or elimination of shifts, shall be by mutual agreement between Management and the Shop Committee.

POSTING OF EQUALIZATION RECORDS

- (J) Information concerning equalization of hours status of employees will be openly displayed at the supervisor's desk in such a manner that any employee involved may check their standing in the equalization group. The name, seniority date, badge number and classification of each employee will be shown in the proper equalization group. Hours will be posted on the overtime records in ink.
- (1) Management will refrain from including anything on the Equalization of Hours Record that does not pertain to equalization of overtime, specifically status of employees, except employees who are on established medical leave.
- (K) The parties recognized that equalization records to be effective shall be posted daily. Changes in employee's balance of hours records which are a result of a previous error on Management's part will be made and initialed by the supervisor involved. The district committee person involved will be given the opportunity to initial the correction.
- (L) Overtime hours will be recorded in hours on an overtime basis and shall be revised on the third Monday of September of each year by rating low person as zero (0) and those with more hours will be credited with hours in excess of low person. Alternate committee person hours will not be used in calculating the low person rating in their respective E.O.T.
- (M) Charged hours shall be posted to the nearest one-tenth (.1) of an hour. At the end of the month when the accumulated total is carried forward to the new record sheet, charged hours will be rounded off to the nearest whole number. Five-tenths (.5) of an hour or less will be rounded off to the

next lowest whole number and six-tenths (.6) of an hour or above to the next highest whole number.

- (N) Overtime, and/or part time hours of all committee persons (Zone, and District) are not to be recorded. Hours shall remain at zero (0). In the event a committee person loses by election, or resigns from such elected position, the minimum and maximum hours of the employees in the group shall be checked and the committee person's and/or alternate's overtime hours be established at the mean hours, between the highest and lowest hours in the group.

(11.10) Charging Hours - Transferred Employees and New Hires

- (A) New employees, including employees returning to the bargaining unit from salaried positions, will be given hours of the highest employee in the group in which placed.
- (B) If an employee is transferred from one shift to another or one department to another, the following procedure will be followed:
- (1) If an employee's accumulated part time and overtime hours are more than the highest person in the group to which transferred, the employee shall take the hours of the top person.
 - (2) If less than the lowest person in the new group, the employee shall take hours of the lowest person.
 - (3) If the employee's actual hours are within the minimum and maximum range of employees in the new group, the employee will retain the actual hours.

- (4) Claims of employees being transferred for the sole purpose of circumventing the Equalization of Overtime Agreement may be referred directly to *Industrial Relations*, for review and corrective action as may be justified.
- (C) Employees recalled from a layoff, pursuant to Articles (8) and (9) of the Local Seniority Agreement, will be given the mean hours of the group in which they are placed.
- (D) When employees are temporarily transferred into another department and/or Equalization of Overtime Group on their same shift for a period not to exceed thirty (30) days, they shall retain their hours in their group, excluding employees on medical restriction.
- (1) *When an employee is temporarily transferred to another shift (30 days or less), the overtime hours in their home group shall remain frozen at the time of the temporary transfer, and the hours that they will carry upon entering the temporary shift will be according to Article (11.10)(B) of the Working Hours Agreement. Hours will accumulate for overtime worked in the 2nd group and added to the hours in their home group upon return.*
- (2) In situations where an employee is temporarily transferred to another shift for training purposes for a duration of one week or less the employee will be given the mean hours of the temporary group. The overtime hours of the home group will remain frozen at the time of transfer. Overtime worked in the temporary group will be added to hours in the home group upon return. Weekend overtime will be worked on the original shift.

- (E) Employees with a short term medical restriction will not be eligible for overtime work while under restriction.

(11.11) General Provisions Relating To Equalization of Overtime

- (A) Overtime Record Forms

Management will take the necessary steps to discontinue the distribution of the "Overtime Record" in favor of either form DE-1414, or computerized record keeping.

- (B) Vacation Shutdown Week

Employees who are not scheduled or offered work during vacation shutdown week and are offered work on the weekend after shutdown week will not be charged for the weekend work unless they accept the work.

- (C) Variation in Shift Hours

In answer to this demand, in the event of specific proven problems with respect to out of balance conditions resulting from variations in shift starting times in a balance of hours group, such situations should be brought to Management's attention for review in an attempt to work out a satisfactory solution.

- (D) Overtime Notification - Article (8.3)

Information concerning available weekend overtime for elected Union officials, who are out of the plant on legitimate Union Business in accordance with the provisions of Article (8.3) of the Master Agreement, and who are not at work on Thursday and Friday for these reasons which prevent notification of possible weekend overtime, will be

relayed to the Local Union Hall. It will then be the responsibility of these individuals to notify the Personnel Department prior to noon on Friday as to their availability to work the overtime, when such overtime is scheduled for a *partial operation in their respective balance of hours group*. It is further agreed between the parties that in the event problems are experienced by either party, a special meeting will be held to resolve the problem.

(E) S-60 Overtime Other Than A Normally Scheduled Shift

It is understood between the parties that no employees will be charged more than four (4) hours at time and one-half or double time if their shift is not scheduled, unless the employee works. Management will take all necessary steps to share the four (4) hour blocks when all three shifts are not working full.

(F) When offering overtime in a timely manner, the following will apply:

(1) Ending on a "NO" during the offering of overtime may occur when the entire balance of hours group has been offered.

(2) In the event that the entire balance of hours group has not been offered overtime, all "NO"s will be removed up to the last acceptance ("YES").

(G) Holiday Period

In the application of Article 2 of the Local Equalization of Overtime and/or Part Time Hours Agreement, as it pertains to Holiday Periods, the following is agreed to between the parties.

- (1) The employee(s) lowest in hours capable of doing the work within their respective equalization of hours group at the start of their regular shift two (2) days before the start of the Holiday Period specified in the Master Agreement will be considered as low in hours for the entire Holiday Period, including weekend overtime just preceding or following the Holiday Period.
- (2) Employees who fail to accept work which is offered during a Holiday Period will not be charged for the overtime hours they may reject with the following understanding: All overtime hours offered or worked at the end of any regular shift prior to a holiday period are chargeable to the employee's balance of hours. Overtime hours offered and not worked prior to the start of the next regular shift after a holiday period are not chargeable.
- (3) The hours of employees who work during a Holiday period will be charged to their overtime records based upon the premium pay they would receive for such work.

(H) Grievance Settlements - Charging Hours

In cases of grievance settlements involving back pay awards, the appropriate hours will be charged to the employee's overtime hours record the Monday following the date the grievance settlement award (as evidenced by Form DE-2438) is paid to the employee.

(I) Jury Duty

Employees on Jury Duty or subpoenaed for court related functions will not be charged for overtime hours available in their group while they are required to be absent from work for such purposes.

(J) Skilled Trades

The responsibility of offering overtime belongs to the employee's supervisor. Where the standing of hours in an established equalization of overtime hours group are equal the employee with the longest skilled trades date of entry will be offered first. Where the skilled trades date of entry are the same, Article (4.4)(B) will apply.

(K) Overtime Notification

As concerns the skilled trades provisions for weekend package overtime, where the overtime schedules for both Saturday and Sunday are known in advance, employees will be notified of the overtime schedules for both days prior to the end of the shift on Thursday.

Where overtime schedules for a holiday are known in advance, employees will be notified of the overtime schedule twenty-four (24) hours in advance.

**1998 DDC-UAW
CONTRACT SETTLEMENT
AGREEMENT**

Agreement dated this 31st day of August, 1998 between Detroit Diesel Corporation, hereinafter called the Company, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local 163, hereinafter called the Union.

The parties hereto agree as follows:

1. New Master Agreement

A new Master Agreement to be dated August 31, 1998 and to become effective as hereinafter provided in Item (14) of this Agreement has been negotiated by the parties.

2. Union Bulletin Boards and Publication Racks

The Union agrees to indemnify the Company against any and all actions, charges, claims, damages or losses of any kind or nature whatsoever resulting from, arising out of, based upon, or attributable to (1) any material posted or displayed on Union bulletin boards bearing the written approval of the President of the Local Union or the Chairman of the Shop Committee, or (2) the display and/or distribution through the Union Publication Racks of publications of the Local Union and International Union which have been certified to Management as official by the President of the Local Union, the Chairman of the Shop Committee or the International Union Representative.

3. Indemnity Agreement

The Union agrees to enter into indemnity agreements with the Company and the Trustee of the DDC-UAW Supplemental Unemployment Benefit Plan Fund whereby the Union indemnifies and protects the Company and the Trustee against liability arising from the check-off of Union membership dues and initiation fees from employee's wages or from any Regular Benefits received under the DDC-UAW Supplemental Unemployment Benefit Plan.

4. Grievances Under Old Agreement

Grievances filed with Management prior to the effective date of the 1998 Master Agreement may be appealed to the Arbitrator and considered by him under the provisions of the 1994 DDC/UAW Agreement as though that Agreement were in effect until the effective date of the new Agreement.

5. Union Security and Check-Off of Union Membership Dues

It is agreed that an automatic dues deduction provisions for Union Security and Check-Off of Union Membership Dues will be provided in the new 1998 Agreement as Section 10.2

6. Master Agreement Changes and/or Waivers

It is agreed that it may be beneficial for the Union and Management to consider alternative work schedules and other changes at the plant. It is further agreed that in order to facilitate and encourage such innovations, it may be necessary to change and/or waive certain provisions of the Master Agreement.

7. Related Supplemental Agreements

New supplemental agreements, including letters of understanding, are agreed to, except that certain of them shall be revised and new ones agreed to according to the provisions of each such agreement.

An amended Supplemental Agreement Covering Pension Plan; an amended Supplemental Agreement Covering Supplemental Unemployment Benefit Plan; an amended Supplemental Agreement Covering Guaranteed Income Stream Benefit Plan; an amended Supplemental Agreement Covering Profit Sharing Plan; an amended Supplemental Agreement Covering Personal Savings Plan; an amended Supplemental Agreement Covering Group Legal Services Plan; and amended Supplemental Agreements Covering Life and Disability Benefits Program and Health Care Program are agreed to, effective in accordance with and subject to the provisions of each such agreement.

8. Life and Disability Benefits Program

Notwithstanding the provisions of Item (9) of this Contract Settlement Agreement and the applicable provisions of the Master Agreement, those provisions of the Life and Disability Benefits Program of the Master Agreement which have as their effective date the effective date of the new Agreement shall become effective on October 1, 1998.

9. Life and Disability Benefits Program and Health Care Program

The 1998 Supplemental Agreements Covering Life and Disability Benefits Program, Exhibit B; and Health Care Programs Exhibit C, set forth in the pages which are initialed by the parties, are agreed to, effective in accordance with and subject to the provisions of such pages.

10. Personal Savings Plan

A 1998 Supplemental Agreement Covering Personal Savings Plan, Exhibit G, set forth in the pages which are initialed by the parties, is agreed to in accordance with and subject to the provisions of such pages.

11. Group Legal Services Plan

A 1998 Supplemental Agreement Covering Group Legal Services Plan, Exhibit I, set forth in the pages initialed by the parties is agreed to, effective in accordance with and subject to the provisions of such pages.

12. Wages Earned Definition

For the purpose of this Agreement, monies distributed in the form of Profit Sharing and Payments provided for in Article (9) shall be considered wages earned.

13. Ratification and Effective Date

- A. The new Agreement shall become effective on the first Monday following the Monday the Company receives satisfactory notice from the Union that the new Agreement has been ratified by the Union membership provided that the Corporation receives said notice from the International Union on or before September 30, 1998.
- B. No provision of the new Agreement shall be retroactive prior to the date such Agreement becomes effective, unless otherwise specifically stated therein.

14. Counterpart Signatures

The signatures hereon shall be applicable to each of the various written agreements to which each party has committed itself in the same manner and with the same effect as if physically subscribed thereon.

The parties hereto, each by its duly authorized officials and representatives hereby accept this Contract Settlement Agreement and each and all terms and conditions thereof.

U.A.W. - LOCAL #163

Paul Herrick
Daniel Ciesielski
Charles Bruce
Ronald Goins
Larry Peltier
John Heraghty

Jim Brown
Shop Chairman - Redford
UAW Local #163

Robert Plagany
President
UAW Local #163

DETROIT DIESEL CORPORATION

Dean Petri
Lynn Thayer
Dwayne Parham
Joseph Orow

Calvin Sharp
Senior Vice President
Administration
Detroit Diesel Corporation

Paul Walters
Executive Vice President
Operations
Penske Corporation

MEMORANDUM OF UNDERSTANDING REGARDING DISQUALIFICATION PROCESS

PURPOSE: To ensure the integrity of Detroit Diesel engines and parts being produced throughout the Redford Operations remains at the highest level of quality possible.

To accomplish the above-stated purpose, the following action plan is being implemented immediately:

1. **Transfer Agreement:** All posted requisitions will state the special requirements of the job; For example, ability to read blue prints, micrometers, and chart SPC's.
2. All incoming employees will be provided job methods training and/or on-the-job training within the new classification.
3. **Focused Training:** As individual training needs are identified, from either employee or supervisor input or hourly trainer's observation, specific training addressing the underlying problem will be given. This could include classroom training in the Training Center or in the department delivered by knowledgeable and capable employees in the area of concern.

The intent is to identify additional training that is needed beyond Step #2, above, and deliver such training to the employee to ensure the integrity of each engine produced.

4. Disqualification: If focused training efforts as described in Step #3 are non-responsive and the quality level of engines is continually jeopardized by an employee's failure to respond to focused training, then this will serve as grounds for disqualification.

The Operational Effectiveness Committee assigned to initially monitor this process will consist of the Local 163 Shop Chairman, the FEP Representative, the DDC Director of Industrial Relations, and his delegate.

Any employee disqualified under this procedure may request that his situation be reviewed by the Committee. Such employee cannot utilize the grievance procedure regarding this process until the Committee has made a full review of the situation. Decisions made by the Committee will be unanimous and binding upon both parties. Failure to reach a joint decision will then permit the employee in question to utilize the grievance procedure.

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MEMORANDUM OF UNDERSTANDING EMPLOYEE BENEFITS

During the 1998 negotiations, both parties have agreed to institute an Opt Out or Opt Down procedure for Medical and Dental plans, beginning with the fall of 1998 open enrollment. The following is a description of the plans involved, the amount of incentives receivable for exercising a choice, how that incentive will be paid, and what events subsequent to opting out may cause an employee to change their decision. Any questions or problems concerning this process can be directed to Hourly personnel, or your UAW Benefit Representative.

Health Care Plans

Effective January 1, 1999 the following nine (9) plans will constitute the medical and dental choices for all employees on the roll as of September 1, 1998 (excepting employees subject to the progression provisions in Article (9.2) of the Master Agreement who will not have MIDA as a dental plan option):

1. Blue Cross / Blue Shield (BCBS) - Traditional
2. Blue Cross / Blue Shield (BCBS) - PPO
3. Blue Care Network - HMO
4. Health Alliance Plan - HMO
5. M-Care - HMO
6. Comprehensive Major Medical (CMM)
 - > CMM plan has a \$1000 deductible (\$2,000 family).
 - > Comprehensive plan with 80/20 co-pay. Total out of pocket expense is limited to \$2000 individual / \$3000 family. A plan summary is available from Personnel and should be read and understood before electing this choice.
7. Delta Dental
8. MIDA
9. Midwestern

Incentives for Opting Out or Opting Down

Employees who are currently enrolled in BCBS - Traditional, BCBS - PPO, or any HMO may elect to opt out of having medical coverage provided by the company. Employees electing to opt out will receive an incentive of \$2000.00. Employees enrolled in Traditional or the PPO may also elect to opt down to the Comprehensive Major Medical Plan (CMM). Employees electing to opt down will receive an incentive between \$600.00 to \$1,750.00, depending upon family status. Employees opting out of dental will receive an incentive of \$200.00.

Election to opt out or down will occur every open enrollment period and the change will take effect January 1st of the subsequent year. Employees receiving an incentive may take payment in one of three (3) ways:

1. Two lump sum payments (January and July); or
2. Weekly payments in their payroll check; or
3. Entire lump sum credited to DDC's Health Care Spending Account or Dependent Child Care Account, which allows self-reimbursement on a tax free basis.

Administrative Procedures

Employees electing to opt out of a medical plan must provide a spousal consent form to Hourly Personnel. Once an employee has opted out for the subsequent year, a reversal can only be made if a change in family status occurs (e.g. marriage or divorce, birth or adoption of a child, spouse becomes employed or unemployed, spouse or child dies, or spouse becomes involuntarily ineligible for plan participation with another employer). Reversals will require a *pro-rated reimbursement of the original incentive payment*, and employees will be required to sign a reimbursement agreement at the time of election. In situations where a married couple are both employed by DDC, or one is a current retiree, neither are eligible for opting out or down.

New Hires

Employees hired subsequent to the effective date of this Agreement will utilize M-Care as their sole medical option. Dental providers will include Midwestern and Delta Dental. New hires as described in this section can opt out of their medical plan for an incentive payment of \$1,200 and their dental choice for \$150.00.

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MEMORANDUM OF UNDERSTANDING ENVIRONMENTAL CONDITIONS

During the 1998 negotiations the parties have committed to focus joint efforts and cooperation to improve environmental conditions in the plant. The "floor to ceiling" scope of the discussions centered around many areas of the plant which included coolant, housekeeping, mist, dust control, and ventilation.

A major subject of concern is coolant, the concentrated level of coolant, blocked coolant flumes, which cause backups and overflow situations, and the contamination of coolant which contributes to deteriorating air quality, as well as the high cost associated with frequently dumping systems.

The parties have identified department 561 as the initial area to focus these joint efforts with the understanding that this approach will be expanded to other areas of the plant. The following procedures have been agreed upon:

Adding Coolant

In order to minimize unauthorized coolant additions, oil stores will be instructed to deliver exact quantities of coolant to affected departments upon proper authorization from the Metallurgical Laboratory.

Coolant Contamination and Blockage

The prevention of coolant contamination begins with the education of the workforce as to the effects on air quality and housekeeping due to putting foreign matter into the coolant system. Specific steps to be implemented, initially in Department 561 are:

1. Maintain Departmental Housekeeping on all shifts.

2. Keep machines and equipment free from chip build up on a daily basis.
3. Changing coolant at regular intervals.
4. Dedicate a Skilled Trades Pipefitter to Department 561 (M-1 Zone).
5. Schedule a four (4) hour maintenance window every two (2) weeks. In the event a scheduled maintenance window is missed it will be rescheduled as soon as practically possible.
6. Heighten awareness through employee meetings across all shifts conducted by the UAW/DDC Health and Safety Team.

Additionally the parties are committed to a joint approach in the evaluation of requirements prior to the new installation and/or relocation of coolant dependant systems in the plant.

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**MEMORANDUM OF UNDERSTANDING
MANUFACTURING SERVICES
INCIDENTAL WORK**

During these negotiations the parties discussed the need for the Company to be competitive in all aspects of its operations. Among the issues discussed were the existing skilled trades and maintenance classification structure, work rules, and practices which originated at a time when competition was less threatening. In an effort to ensure our long term job security and enhance our competitiveness, the parties agree that Skilled Trades and Service employees will perform incidental work.

Incidental work is defined by the complexity and duration of the task. If a task in question does not require the skill and training of a primary craft; compromise the safety of individual(s), and can be performed in a short period of time then and only then will the work in question be deemed incidental work.

If either of these parties feel that abuses of the spirit and intent of this agreement exists, they may request the issue be reviewed by appropriate parties from the International UAW Region 1A and/or Solidarity House, and the Senior Vice-President of Administration for DDC.

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MEMORANDUM OF UNDERSTANDING DDC/UAW JOB SECURITY PROGRAM

During the 1998 negotiations, the parties reached an understanding on a comprehensive job security program. The cornerstone of this program is the major commitment by the leadership of the Corporation and the UAW to jointly improve operational effectiveness by which to become the dominant force in the diesel engine market. As evidenced by our success since the inception of Detroit Diesel Corporation in 1988, the parties recognize that we are striving toward competitive superiority in the marketplace through the dedicated efforts of all employees. The extent to which we continue in this direction is directly dependent on building engines of the highest quality while remaining competitively priced in world markets. With this objective in mind the parties have agreed for the life of this agreement to provide Detroit Diesel employees with protection against layoffs for virtually every reason other than volume related market conditions and Acts of God.

- I. Employees with two (2) or more years of Seniority are guaranteed employment security against layoffs. No eligible employees will be laid off unless it is for one of the specified reasons below:
 - a. Volume related declines
 - b. Sale of business
 - c. Cessation of major operation due to market preference
 - d. Acts of God or other such reasons beyond the control of the Corporation
 - e. Strikes or work stoppages by major suppliers, that impact operations

- f. The layoff of an employee recalled or reasigned to fill an opening known in advance to be temporary
- g. Plant rearrangement/causing temporary reduction in force

In the event an employee is laid off for one of the above reasons, if otherwise eligible, such employee will be covered by the appropriate DDC-UAW Supplemental Agreement, i.e. Supplemental Unemployment Benefits.

II. In recognition of the fact that true long term job security can only result from cooperative efforts to improve operational effectiveness, DDC and the UAW agree to the following:

- a. The establishment of a joint Operational Effectiveness which will be empowered *through the Corporation and the International Union* to make any and all changes to the Redford Manufacturing Systems work rules, practices, processes and conditions, that in the end increase the effectiveness of the system. The only requirement in effectuating the intent of this paragraph is mutual agreement by the Company and Union.
- b. For a period commencing with the effective date of this Agreement and for the life of the current agreement, no eligible employee will be laid off for any event other than those described above.
- c. An eligible employee whose regular job is impacted by an event not covered by Paragraph I above, will be placed in accordance with the DDC-UAW Seniority Agreement.

- d. If an eligible employee impacted by events described in Paragraph II above, would otherwise be laid off, such employee would be protected by the applicable provisions of the Job Security Program. Such employee would be transferred to the Bank classification, while retaining the rate of pay (and relative progression position) of the job classification last held prior to placement in the Bank classification. Shift premium will be paid in accordance with Master Agreement provisions. Supplemental Unemployment Benefit credits will not accrue while an employee is assigned to the Bank.

- e. Employees assigned to the Bank will be given job assignments that may include but not be limited to: traditional work such as backfilling for absentees or other regular employees that have training requirements. Employees assigned to the Bank will constitute a separate EOT group (by shift), shift preference group, and seniority division. Consequently the Transfer Agreement would not apply to employees assigned to the Bank. If an employee is in the Bank and there is a job opening in his previously held classification and he is eligible to come out of the Bank this job will not be posted. The eligible Bank employee will then be placed in the opening.

- f. In the event of a subsequent volume decline impacting operations, employees assigned to the Bank will be laid off and replaced by an equal number of active eligible employees according to the Seniority agreement.

- g. The number of Bank positions created under this agreement will be decreased on a one to one attritional basis, provided no seniority employees are on lay-off status.
- h. If seniority employees are on lay-off status, the number of Bank positions created under this agreement will be decreased on a two for one attritional basis. This means that for every two attritional openings (as occasioned by submitting a requisition) two eligible employees will be recalled from the Bank to regular status with a reduction of one (1) Bank opening and one employee recalled from layoff to the Bank.
- i. The number of Bank positions created under this agreement will be decreased on a one to one basis resulting from new work placed into the bargaining unit, i.e. S-60, etc.

III. In the event employees are on layoff because of volume related events with no Bank in existence and attrition occurs in the workforce:

- a. Eligible employees will be recalled based on their respective skilled or non-skilled group status.
- b. Each attritional opening will be filled by eligible employees on layoff by group status on a one-for-one basis;

1. If an additional volume-related reduction in the workforce is forecast in the (foreseeable) near future, the parties will discuss such event prior to filling openings created by attrition to determine the feasibility of recalling employees from layoff.

IV. Bank positions created by this Agreement will be by skilled and non-skilled group status, and filled by eligible employees in each respective group. The attritional cancellation rates and removal from the bank, as referenced in Section II shall apply to each respective Bank position.

U.A.W. - LOCAL #163

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MEMORANDUM OF UNDERSTANDING UAW-DDC JOINT TRAINING ACTIVITIES

During current negotiations, the parties discussed the challenges in the marketplace. There is mutual recognition that these challenges require a fundamental change to maximize the potential of our human resources. This change can occur only by fostering a spirit of cooperation and mutual dedication that will permit the full development of the skills of our people. Success in these endeavors benefits all of the parties. The UAW through a strong and viable membership; the employees through job satisfaction and job security; and the Corporation through achieving its goal of being a world class competitor.

The term "jointness" is understood to mean that concepts for these activities be jointly developed, implemented, monitored, and evaluated. Furthermore, decisions must be arrived at in a setting which is characterized by the parties working together in an atmosphere of trust; making mutual decisions at all levels which respect the concerns and interests of the parties involved; sharing responsibility for the problem solving process; and sharing the rewards of achieving common goals.

The parties agree that the mechanism for monitoring and implementing Joint Training activities under this Memorandum will be the UAW-DDC Joint Training Activities Executive Board.

I. EXECUTIVE BOARD JOINT ACTIVITIES

It is agreed that the Co-Director of the Executive Board will be the Senior Vice-President of Administration and the Shop Chairman, as well as the UAW and DDC Co-Directors of Employee and Product Training.

The scope of the UAW-DDC Executive Board is any mutually agreeable activity or program that enhances the skill development and training of current employees.

The duties and responsibilities of the Executive Board will include, but not be limited to, the following:

- A. Setting policies and providing guidelines;
- B. Allocating funds for projects and activities;
- C. Monitoring expenditures for approved projects and activities;
- D. Evaluating and auditing the ongoing performance and results of their efforts;
- E. Keeping UAW leadership and Corporate management informed of joint Union-Management activities and the progress of achieving their objectives.

II. FUNDING

It is agreed that the Corporation will make available funding at fifteen cents (15¢) per hour worked. In addition, \$1.25 per overtime hour worked in excess of five percent (5%) of straight time hours worked (calculated on a twelve month rolling average) will be made available by the Corporation.

Funding Under 1994 Master Agreement

It is agreed that uncommitted funding balances accrued under the 1994 Master Agreement as of August 30, 1998, will be carried forward under the new Master Agreement.

A. Agreement Expiration

In the event the parties should agree to discontinue, in whole or in part, this Memorandum prior to the expiration date of the new Master Agreement, or upon expiration, the

parties shall meet to discuss any problems arising out of the termination. After reconciliation of claims, commitments, and accruals through the expiration date of the new Master Agreement, remaining FUNDS shall be disposed of in such manner as the parties deem consistent with the objectives of this Memorandum.

In the event of discontinuance or expiration, any balances will remain with the Corporation and the Union will have no claim on such funds.

III. APPROVAL PROCESS

Requests for authorization to expend funds must be *approved in advance by the Executive Board - Joint Training Activities.*

IV. FUNDS UTILIZATION

The Joint FUNDS may be used for endeavors in furtherance of this Memorandum of Understanding or other joint efforts that the Executive Board deems appropriate. The parties are specifically empowered to review and evaluate this Memorandum and its guidelines and make mutually satisfactory adjustments and modifications during the term of this Agreement.

Following are illustrative examples of appropriate uses of the various funds.

Examples of Appropriate Funds Utilization

- Efforts to assist laid off workers
- Specific projects dealing with active workers
- Tuition Assistance Program

- Joint Studies
- Joint Pilot programs
- Joint Training efforts for active employees
- Subsidize hiring of employees as OJT backfills
- Joint Agreement administration
- Training efforts of active employees in job related skills, basic education enhancement, interpersonal skills and QWL.

It is understood that nothing in this Memorandum limits the rights of either party to provide education and training programs on the same, similar or other subjects.

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MEMORANDUM OF UNDERSTANDING MEDICALLY RESTRICTED EMPLOYEES

During the current negotiations, the parties discussed and agreed to four (4) programs with regard to medically restricted employees at work.

1. Department 950 - This program will be utilized for placement of employees on disability leave into non-traditional transitional type work until they can resume their normal duties. Employees placed in Department 950 will be subject to the following conditions:
 - Employees will not be allowed to post for job openings in the plant under provisions of Article 7.
 - Assignment will be temporary in nature with a maximum time limit of six (6) months.
 - Employees may be assigned to an off-shift.
 - Starting times between employees may vary as job assignments require.
 - There will be no overtime available while assigned to Department 950.
2. Department 955 (Micrographics) - This program will be utilized for placement of employees on disability leave into non-traditional work until they can resume their normal duties. Employees will have no overtime available to them while assigned to Department 955 and will not be allowed to post for job openings under provisions of Article 7.

3. Employees with long term restrictions, defined as greater than six (6) months, shall be placed on a job in the bargaining unit in accordance with provisions outlined under Article (4.12) (C) of the Master Agreement.

4. Employees with short-term restrictions, under six (6) months, will not be eligible to work any overtime while under such restrictions. Furthermore, an accommodation within the scope of the initial restriction should be worked out, on a mutual basis, with the restricted employees' work group (i.e. Dept., Loop, Team).

NOTE: Employees on non-occupational disability leaves participate in Department 950 and/or 955 on a voluntary basis.

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MEMORANDUM OF UNDERSTANDING OPERATIONAL EFFECTIVENESS COMMITTEE

The Company and the Union recognize that quality and operating efficiency are inextricably wed to job security, and that a high level of quality and operating efficiency requires mutual respect and recognition of each other's problems and concerns. Accordingly, a committee will be established to focus on cooperative efforts toward improving operational effectiveness and removing barriers that restrict these improvements. The objective of these efforts is to more fully utilize the workforce and thereby improve our competitive position. The committee will have the authority to take steps to improve the overall competitiveness of our products, improve quality and more fully utilize the talents of our workforce. The Shop Chairperson and Senior Vice President of Administration will by mutual agreement establish whom the representatives on the committee will be; identification of issues to examine for improvement, and the frequency of meetings needed.

Efforts of the parties to improve operational effectiveness may require change or waiver of certain agreements or practices. It is understood that any such waivers, modifications or changes would not be effective unless agreed to by both parties involved and approved in writing by the Corporation and the Shop Committee.

It is agreed that no layoffs will occur as a result of any recommendations and implementation of new practices as a result of this committee.

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MEMORANDUM OF UNDERSTANDING SAFETY AWARENESS / COMPLIANCE

During the 1998 negotiations, both parties agreed that the level of Safety Awareness and Compliance needs to be raised in the following areas:

Safety Glasses Policy

Safety glasses with side shields are to be worn by **ALL** employees and visitors at **ALL** times when in the plant, with the following exception:

Within enclosed office areas (as long as they do not contain equipment which requires the wearing of safety glasses under MIOSHA regulations), locker rooms, toilet facilities or designated "satellite" relief areas. Safety glasses, however, must be worn to and from these areas and must be worn if you are taking your relief at your job site.

As stated, the above policy is purposely designed to be simple to remember - **if you are in the factory, other than an enclosed area, you must have your safety glasses ON properly.** This policy includes employees who work in the Administration Building but travel takes them into the plant, including to and from the cafeterias.

All employees will be provided with an initial pair of safety glasses if necessary. Employees will not be charged for replacement safety glasses when such replacement is necessitated due to damaged or broken glasses. Employees will be charged for replacement of safety glasses when such replacement is due to loss by the employee.

No cost safety glasses will be available for employees at the plant entrances.

Safety Gates

It is the joint responsibility of employees and supervision to make sure all safety guards are in place before **any** machine is operated.

Employee safety must not be compromised by intentionally defeating electrical interlocks and other safety devices.

Machinery Lockout

Machinery or moving equipment shall be shutdown and locked out when adjustments, oilings, cleanings, or repairs are being made. When and if a machine defect is noticed, employees should report this immediately to their supervisor.

Moving Vehicles

Employees operating moving vehicles must observe the following:

1. Power Truck Operators must "trail" all loads when their forward view is obstructed.
2. Although tricycle and scooter operation are currently excluded from licensing, all other vehicle operation is permitted by license only.
3. Riding double without safety approved seating is strictly prohibited.
4. Baskets used to lift other employees must be properly secured.

Foot Protection

Safety shoes are recommended for all operations. Leather shoes with substantial soles and heels are required. Sandals, canvas shoes, tennis shoes, open toe shoes, etc. are prohibited. A \$50.00 shoe allowance will be credited against safety shoes purchased from UAW/DDC designated suppliers (shoemobile) on a one (1) time basis every 36 months.

To insure compliance the parties have agreed to utilize a no fault safety compliance discipline procedure.

SAFETY COMPLIANCE	
Discipline	Probation
1. Reprimand	2 weeks *
2. Balance of Shift (BOS)	30 days
3. BOS + 1 day	60 days
4. BOS + 3 days	90 days
5. BOS + 1 week	6 months
6. BOS + 2 weeks	7 months
7. BOS + 30 days	8 months
8. Discharge	
* Any subsequent reprimand issued will cause the probationary period to increase in line with the above progression (i.e. 1 st reprimand 2 weeks, 2 nd reprimand 30 days, etc.)	

- ◆ Discipline assessed for safety violations identified in this memorandum will follow the progression and probation as stated in the table above.
- ◆ The Safety Compliance No Fault system describes the consequences of noncompliance to DDC Safety Practices contained herein, and is separate and distinct from the DDC Shop Rule and Discipline Administration process.
- ◆ Any grievances written as a result of discipline assessed under this memorandum will be presented directly to Industrial Relations and will be evaluated for merit only. The probationary periods are fixed as described.
- ◆ Management reserves the right to circumvent the steps described above, and assess penalties for safety violations up to and including discharge for serious infractions (i.e. injury, death).

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 Paul Walters

DATE: 08-31-98

MEMORANDUM OF UNDERSTANDING SOURCING

During these negotiations the parties held discussions on the effect of sourcing and the job security of employees. It was mutually agreed that in order to continue as a viable and growing business entity, a very high level of cooperation and understanding must exist between the Corporation and the Union. The parties therefore commit to improving the operation and providing job security to the workforce while focusing on our primary objective of building the highest quality, competitively-priced diesel engines.

To assist in accomplishing these goals the parties have agreed to form a team whose primary function will be to evaluate sourcing issues that directly impact bargaining unit headcount. Sourcing actions at our location have historically included the basic criteria of quality, timing, cost, equipment and legally mandated requirements. Decisions made by the team will also meet these requirements. The additional criteria to be considered must now also include financial viability of the company and job security of employees.

Sourcing can take the form of bringing work into the bargaining unit which requires additional headcount as jobs are added to the workforce or it can also mean sending work out of the facility resulting in less jobs being in the bargaining unit. In the event sourcing work affects represented employees where jobs are added or eliminated, such employees will be placed according to the Seniority Agreement. If the sourcing event would otherwise cause an active employee to be laid off, such employee will be protected by applicable provisions of the Job Security program.

In the case of potential loss of work which affects bargaining unit headcount the team, where practicable, will be given pertinent information as early as possible, prior to the decision to send work out. Information provided will include description of the work, reason for sending it out, impact on the workforce, and financial calculations.

The team will evaluate the data within thirty (30) days and make recommendations to the Corporation and the Union that the work could be competitively completed in house as a result of work rule or operational changes or deviation from local practices, etc. If such changes make it feasible for the Corporation to continue with performing the work in house without being economically disadvantaged, the Union will be apprised of the decision not to send the work out and given appropriate time to implement the proposals. It is understood by the parties that this process cannot adversely affect the responsiveness of the operation. If difficulties of this nature arise, discussions will be held to address these concerns.

Discussions regarding bargaining unit type work that is not currently in the bargaining unit was also held between the parties. Accordingly, the parties agree that work of this nature, specifically identified by the Union, can be brought to the team for discussion. Pertinent information to be reviewed by the team will include work description, workforce impact and financial data. If it is established through these discussions that the work can be performed competitively in house (including work rule, operational or local practice changes) the parties can mutually agree to bring such work into the bargaining unit and formulate the necessary timetables and other pertinent details necessary to accomplish this. It is also understood that these decisions will be periodically reviewed to assure that projected cost savings targets are in fact being met.

The parties also discussed the need for DDC to maintain the flexibility to react to emergency situations, such as machine breakdown, interruption of product flow because of vendor problems, power failure, etc. and that such issues are excluded from protest under Article (2.6)(B) of the Master Agreement.

If at the conclusion of a sourcing discussion, the parties cannot agree to mutually resolve the issue, the Union may exercise its option to utilize the provisions of Article (2.6)(B).

U.A.W. - LOCAL #163

**DETROIT DIESEL
CORPORATION**

Jim Brown
Paul Herrick
Daniel Ciesielski
John Heraghty
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Dean Petri
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Calvin Sharp
Paul Walters

DATE: 08-31-98

MEMORANDUM OF UNDERSTANDING SUMMER VACATION REPLACEMENTS

In the event vacation replacements are required during the term of the 1998 Agreement, the Union will be notified prior to hiring applicants in order that discussions be held to address issues that may arise. As a guideline employees hired for such work will be hired as follows:

- (1) An employee may be hired as a vacation replacement or to fill other job openings of a temporary nature.
- (2) Vacation replacements may be employed under the provisions of this Memorandum commencing the second Monday in May each year and ending no later than 120 days thereafter. The utilization of vacation replacements and other employees hired for temporary work shall be discussed in advance with the Union.
- (3) Time worked by a vacation replacement or other temporary employee who is hired pursuant to this Memorandum will not be included in the computation for acquiring seniority pursuant to Article (4.1).
- (4) Employees will receive total compensation in the form of a flat base rate to be determined by the parties; however, in no case to exceed the starting rate of a newly hired full time employee.
- (5) On the basis vacation replacements cannot gain seniority they will not be eligible for benefit entitlement under the applicable supplemental agreements.
- (6) Employees will not be entitled to any overtime work.

- (7) This procedure does not apply to permanent job openings.
- (8) Laid off DDC seniority employees will be afforded recall opportunity for such temporary vacation openings prior to implementing this Memorandum.

Problems relating to the implementation and administration of the above provisions may be raised by either party in a timely fashion each year, before vacation schedules have been finalized, and resolved by mutual agreement of the parties.

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MEMORANDUM OF UNDERSTANDING TUITION ASSISTANCE PLAN

During current negotiations, Detroit Diesel Corporation and the UAW reaffirmed the necessity of providing active and laid-off workers opportunities for education and training. These efforts will enable them to either re-enter the work force or enhance their development. Accordingly, the parties agree to continue the Tuition Assistance Plan for all qualifying workers who wish to pursue further education and training. The plan is designed to help workers:

- Who are laid off to improve their chances for re-employment
- Or who are actively trying to enhance their opportunities for advancement. Active employee is defined as someone who is working full time and not on disability leave, sick leave, or discharge status.

Under this Plan, qualified workers are able to receive assistance in the form of up-front payment to licensed or accredited schools such as colleges, universities, proprietary schools or vocational institutions. The Plan permits workers to select virtually any type of vocational training or education, for their situation and goals, subject to approval by the Detroit Diesel Corporation-UAW Tuition Assistance Administrators.

TUITION ASSISTANCE PLAN FOR LAID OFF WORKERS

Eligibility

The participant must be a UAW represented Detroit Diesel Corporation-Redford worker on indefinite layoff, who has recall or rehire rights under the terms of the current Detroit Diesel Corporation-UAW Agreement, and who had at least one year seniority as of the last day worked prior to layoff.

Eligibility will depend upon proof (original grade report or original

certificate) of satisfactory completion of courses in which the employee was enrolled. If an employee fails to provide proof of satisfactory completion within 30 days of the course ending date, the employee will have the amount of tuition assistance paid withheld from their sub pay, or other payments from Detroit Diesel Corporation, in increments to be determined by the Detroit Diesel Corporation-UAW Tuition Assistance Administrators and future eligibility in the Plan will be forfeited.

Courses

Suitable courses are those required for adult basic education, high school completion or high school equivalency certification, university, college, business, trade or vocational school courses or adult education classes.

Schools

Acceptable schools are those approved by the Detroit Diesel Corporation-UAW Tuition Assistance Administrators including, but not limited to those generally recognized by accrediting agencies, or under governmental education agencies.

TYPE OF ASSISTANCE

The plan will provide for tuition and compulsory fees to be paid *directly to the schools providing the course in which the applicants* are enrolled. There shall be no duplication of tuition fees already covered by other state or federal education assistance plans or programs. Maximum eligibility under this Plan is \$6,000 of tuition assistance while on indefinite layoff. Eligibility is established by seniority as of last day worked prior to layoff as follows:

SENIORITY AS OF DATE OF LAYOFF

-	1 to 3 Years	\$4,000
-	3 to 4 Years	\$5,000
-	4 or more Years	\$6,000

The above specified amounts shall constitute an account upon which the employee may draw so long as they retain recall or rehire rights while on indefinite layoff. Certain changes in employment status will affect eligibility. If recall or rehire rights are lost under the terms of the Detroit Diesel Corporation-UAW Agreement, or full-time employment is accepted, eligibility will cease.

TUITION ASSISTANCE PLAN FOR ACTIVE WORKERS

Eligibility

The participant must be a UAW represented Detroit Diesel Corporation-Redford worker on the active employment rolls or on temporary layoff with seniority under the terms of the current Detroit Diesel Corporation-UAW Agreement. An active employee is defined as someone who is working full time and not on disability leave, sick leave, or discharge status.

Eligibility will depend upon proof (original grade report or original certificate) of satisfactory completion of courses in which the employee has enrolled. If an employee fails to provide proof of satisfactory completion within 30 days of the course ending date, the employee will have the amount of tuition assistance paid withheld from their pay, or other payments from Detroit Diesel Corporation, in increments to be determined by the Detroit Diesel Corporation - UAW Tuition Assistance Administrators and future eligibility in the Plan will be forfeited. If the employee fails a course, they must reimburse the Joint DDC-UAW Training Fund the amount of tuition assistance paid or have the monies withheld from their pay, or other payments from Detroit Diesel Corporation, in increments to be determined by the Detroit Diesel-UAW Tuition Assistance Administrators. If a person is discharged for cause, or voluntarily terminates their employment, during a period when they are enrolled in courses, the amount of tuition assistance paid will be withheld from their last pay or other payments from Detroit Diesel Corporation.

The Plan will provide for tuition or compulsory fees to be paid directly to the schools providing the course in which the applicants are enrolled. There shall be no duplication of tuition or fees already covered by state or federal education assistance plans or programs. The following courses shall entitle individuals to those benefit levels specified below:

- \$2750 per calendar year for courses at regionally accredited colleges or universities working toward a job related degree
- \$2000 per calendar year for other job related courses
- \$1750 per calendar year for personal development courses related to the employee's current job assignment through acceptable schools including those accredited by recognized accreditation agencies, those approved by Government Education or Training Programs, or certain specified others as approved by the Detroit Diesel Corporation-UAW Tuition Assistance Administrators.

In no event shall the total assistance to an employee exceed \$2750 in a calendar year. All courses are subject to approval by Detroit Diesel Corporation-UAW Tuition Assistance Administrators.

Funding

The Plan shall be funded by the Joint DDC-UAW Training Fund.

Administration

The Plan will be jointly administered by Detroit Diesel Corporation-UAW Tuition Assistance Administrators.

U.A.W. - LOCAL #163

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Calvin Sharp
Paul Walters

DATE: 08-31-98

MEMORANDUM OF UNDERSTANDING VENDOR REVIEW AGREEMENT

The parties have agreed during the current set of negotiations to implement a joint DDC-UAW Vendor Review process. The goal of this program is to identify reliable, high quality suppliers of components used directly in the manufacture of DDC heavy-duty diesel engines. If such suppliers are competitive with the existing suppliers based on the decision criteria specified below, they will be given a chance to bid for the component in question at the earliest opportunity the existing supplier contract permits.

Vendor Review Process

1. Management shall submit to the Union as soon as practical after the effective date of this agreement, a listing of its manufacturing vendors and the components they supply to DDC. After reviewing this information, the Union shall submit to Management a list of suppliers who in the UAW's opinion are both reliable and high quality and currently manufacture the same type of components currently sourced from DDC suppliers.
2. For specific components identified by the UAW, the parties will jointly evaluate which vendors, based on cost competitiveness, quality, long-term financial stability, delivery reliability, tooling investment, engineering capability, and any other pertinent cost factors, i.e. monetary penalties for breaking contract early, could be potential suppliers of product to DDC.
3. Once identified, these suppliers will be given an opportunity to participate in future quotation of components to be purchased.
4. When new components that are used in the manufacturing

process are to be purchased from outside vendors, the Union will be notified through attendance at the regularly scheduled Production Readiness meetings so that they may participate fully at the earliest stage in the subsequent vendor selection process.

5. For those specific components identified in Paragraphs two (2) and four (4) above, the parties will jointly discuss all factors involved in the vendor selection in order to arrive at a mutually satisfactory decision by which to determine the most competitive supplier. If disagreements in the selection process result, the parties will review the decision in an attempt to resolve the matter.

6. If the parties cannot mutually agree as described in five (5) above, the Union may protest Management's decision within thirty (30) days as described in Article (2.6)(B) of the Master Agreement.

7. It is understood that in certain circumstances experimental work, pre-production work, technology or timing may require the selection of vendors without formal utilization of a bid process. Both parties recognize the potential of these circumstances and will work together to minimize their occurrence and attempt to identify mutually acceptable vendors who might be considered as potential suppliers in such situations. It is also understood that this will be excluded from protest under Article (2.6)(B) of the Master Agreement.

The parties will periodically review the progress being made in more fully utilizing reliable, high quality suppliers in the DDC manufacturing process to insure that the process continues to be responsive to the competitive needs of DDC's business.

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**MEMORANDUM OF UNDERSTANDING
VOLUNTARY TERMINATION OF EMPLOYMENT PROGRAM**

In the event that the business needs of the company require reductions in the employment level based on market conditions, the Company is agreeable to meet with the Union and discuss alternative solutions to laying off employees. The parties may mutually agree to induce attrition in employment levels through a Voluntary Termination of Employment Program. Eligibility rules, amount and type of benefits, and duration of program will be matters for mutual agreement. Induced attrition under this program will decrease Bank positions under the Job Security Memorandum on a one for one basis.

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**MEMORANDUM OF UNDERSTANDING
SKILLED TRADES
WORK TEAM CONCEPT**

Skilled Trades employees will utilize the work team concept on jobs where multi-skills are involved. Employees assigned to these work teams will represent the primary skills required to perform the assignment capably and safely. The meaning of "Team" is just that, helping one another to accomplish a task in the most productive manner without infringing upon the primary skills.

If either of the parties feel that abuses of the spirit and intent of this agreement exists, they may request the issue be reviewed by appropriate parties from the International UAW Region 1A, and/or Solidarity House, and the Senior Vice-President of Administration for DDC.

U.A.W. - LOCAL #163

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Calvin Sharp
Paul Walters

DATE: 08-31-98

DETROIT DIESEL

CORPORATION



TO: Redford Shop Committee

FROM: C. C. Sharp

DATE: August 31, 1998

SUBJECT: Alternate Work Schedules

Gentlemen:

During the current negotiations the parties discussed the desire to provide a greater degree of flexibility for employees in terms of scheduling the departmental work week. The parties have agreed that upon mutual written consent by DDC's Senior Vice President of Administration, Executive Vice President of Operations, and the Shop Chairman, production departments may request and if approved by the above listed parties schedule the departmental working hours from five (5) eight (8) hour days to four (4) ten (10) hour days.

Further, the parties agree that a change in a department's working hours will affect a number of other terms and conditions of employment of the employees involved, and as such have agreed that any concerns that arise from such a change in working hours will be mutually discussed and agreed to by the parties prior to implementation.

Sincerely,

Calvin C. Sharp
Senior Vice President
Administration



TO: Redford Shop Committee
FROM: C. C. Sharp
DATE: August 31, 1998
SUBJECT: Defined Contribution Plan

This letter is intended to serve as documentation until the Supplemental Agreement for the Personal Savings Plan/Defined Contribution Plan for employees hired after August 30, 1998 is published. The items agreed to during these negotiations are as follows:

- All hourly employees hired after August 30, 1998 will have a 401K account established.
- The Company will contribute \$1.50 into this account for each hour worked (actual clock hours only). The Company contribution will be made on a monthly basis, at a minimum.
- This Defined Contribution Plan will be in lieu of a Defined Pension Benefit Plan and Company paid post retirement health care for hourly employees hired after August 30, 1998.
- Employees will vest upon attainment of seniority as defined in Article 4 of the Master Agreement. Upon vesting, the plan becomes portable.
- Employees will not be allowed to take out loans from Company Contributions.
- Retirement Status (normal, early at age 55, disabled) will be further defined in the Plan Document.

Sincerely,

Calvin C. Sharp
Senior Vice President
Administration

DETROIT DIESEL

CORPORATION



TO: Redford Shop Committee
FROM: C. C. Sharp
DATE: August 31, 1998
SUBJECT: Dependent Care

Gentlemen:

During the past negotiations, the Company and the Union agreed that child care matters relative to the needs of DDC employees is an increasing matter of concern. During the past four years the Company and the Union have explored several child care options, including the offering of a non-taxable dependent care spending account, and will continue to offer such spending account during the life of this agreement. Within one year of ratification, we will form a Management-Labor Committee funded from the Joint Training Funds with the mission of determining the dependent care needs of our employees and identifying cost effective solutions to meet those needs.

Sincerely,

Calvin C. Sharp
Senior Vice President
Administration

DETROIT DIESEL

CORPORATION



TO: Redford Shop Committee

FROM: P. F. Walters

DATE: September 13, 1990

SUBJECT: Fraud

Gentlemen:

Since the beginning of Detroit Diesel Corporation, we have attempted to create the type of working atmosphere that we have all desired. An atmosphere that leads to mutual respect, team play and increased cooperation. However, throughout this time, a small percentage of employees have continued to violate the rules of fair play and honesty. These violations include situations of employees receiving pay for period of time spent off company property while on the clock as well as assisting in this activity by ringing the card of another employee.

Situations such as these constitute fraud and cannot be condoned or tolerated by Detroit Diesel Corporation. The last such instance occurred in August 1990 and has caused us to reiterate our position that this type of fraudulent behavior is a dischargeable offense, and that anyone found guilty of committing fraud will be discharged.

We ask for your cooperation in resolving this continuing problem to ensure the future success of our company.

Sincerely,

P. F. Walters
Senior Vice President - Administration



September 14, 1990

TO: Paul F. Walters

FROM: Jim Brown

Dear Paul:

I'm writing in response to your letter of September 9, 1990 to the Shop Committee and the type of atmosphere we are trying to create at DDC. First let me commend DDC on the job they have done to create that atmosphere. *We feel the hourly workforce is being treated with mutual respect and increased cooperation. We do not feel it is too much to ask that we, the hourly workforce, return that respect with honesty and fair play.*

We the union recognize that employees who are guilty of fraud are subject to discharge. We, further, will make every attempt to inform our membership of the seriousness of this type of conduct and its impact on the company.

Thank You,

Jim Brown
Shop Chairman



TO: Redford Shop Committee

FROM: C. C. Sharp

DATE: August 31, 1998

SUBJECT: Reinstatement of Grievances

Gentlemen:

During the current negotiations, the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where the International Union, UAW, by either its Executive Board, Public Review Board, or Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or Union representative involved, the Regional Director of the International Union may inform the Company's Senior Vice President Administration in writing that such grievance is reinstated in the Grievance Procedure at the step at which the original disposition of the grievance occurred.



It is agreed, however, the company will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either are already barred under the provisions of the Master Agreement at the time of the reinstatement of the grievance or that relate to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against the Company in the Grievance Procedure, or in any court or before any Federal, State, or municipal agency.

Notwithstanding the foregoing, a decision of the arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the Company and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the Master Agreement, except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any decision by the Impartial Umpire or other grievance resolutions.

It is understood this letter and the parties obligations to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days notice in writing to the other.

It is agreed that none of the above provisions will be applicable to any case settled prior to January 1, 1988.

Sincerely,

Calvin C. Sharp
Senior Vice President
Administration

DETROIT DIESEL

CORPORATION



TO: Redford Shop Committee
FROM: C. C. Sharp
DATE: August 31, 1998
SUBJECT: Sale of Business

Gentlemen:

During these negotiations, the Union requested the Company to agree that any sale of an operation as an ongoing business would require the buyer to assume the 1998 DDC/UAW Collective Bargaining Agreement. The Company agreed to do so in the case of any such sale during the term of the 1998 Agreement.

Sincerely,

Calvin C. Sharp
Senior Vice President
Administration



TO: Redford Shop Committee

FROM: C. C. Sharp

DATE: August 31, 1998

SUBJECT: Sub-Contracting Block Overtime

Gentlemen:

During the current negotiations the parties discussed the use of outside contractors on site as it relates to associated overtime for DDC Skilled Tradespersons. A summary of the discussion follows:

- **6.14 Notice**

The Parties agree that notices for sub-contracting are, in many cases, on short notice and are not detailed enough to properly identify scope of job. The parties agree to improve lead time (notice) where possible and will use the current form to provide information.

- **Associated Overtime**

Associated overtime will apply when an outside contractor is utilized on-site to perform work historically performed by DDC maintenance and construction skilled trades.

Associated overtime is established as six (6) ten hour days (Monday through Saturday) for all journeypersons in trades affected on all shifts when a contractor is on-site during that week performing maintenance and construction work. Any additional claims for associated overtime for another trade after a 6.14 meeting has been held and a job has been started will be limited to a maximum of the actual extent of work performed (i.e. one person, one day) on a person for person, day to day match.



- **Incidental Work**

Outside contractors will be allowed to perform tasks that are incidental to the scope of work of the entire contract on a seven day basis. This incidental work will appear on 6.14 notice forms and agreed to by the parties. This does not compromise the contractor's ability to perform tasks incidental to the job that were unforeseen at the start of the contract.

Contested incidental work may be grieved by the Union but claims would be limited to the actual extent of work performed on a person for person, day to day match.

- **Historical Patterns**

If the maintenance and construction work performed on-site by an outside contractor does not have a historical pattern of being performed by DDC maintenance and construction trades, there will be no claim for associated overtime for such work by DDC skilled trades.

- **Purchase Complete Items**

Agreement between the parties that items purchased complete outside of the plant (custom or shelf) will not fall under subcontracting language. These items will properly be viewed as sourcing decisions, subject to established sourcing guidelines (i.e. make vs. buy).

Sincerely,

Calvin C. Sharp
Senior Vice President
Administration



TO: Redford Shop Committee

FROM: C. C. Sharp

DATE: August 31, 1998

SUBJECT: Supplemental Workforce

Gentlemen:

During the present negotiations, the parties discussed Management's concerns related to transitional and/or temporary manpower needs of the plant. In response to these discussions, the parties have agreed to rehire DDC Retirees on a temporary basis under the following understanding:

- ❖ The retirees can be assigned to any shift in openings designated as New Hire openings in accordance with the Transfer Agreement of the Master Agreement.
- ❖ Wages will be paid on an hourly basis for time worked. Retirees will receive the mature wage rate for the classification to which they are assigned. Additionally, the applicable COLA and shift premium will also be paid for hours worked.
- ❖ Retirees will be eligible for overtime when the department is scheduled full, or when departmental practices are exhausted.
- ❖ Retirees will not be eligible to exercise Shift Preference or Transfer Rights.
- ❖ No additional credited service will be accumulated for this period of temporary employment.
- ❖ Retirees will be eligible to receive Holiday Pay, provided they meet all of the eligibility rules specified in Article 8.14 - Holiday Pay, and Article 8.15 - Holiday Payments of the Master Agreement.



- ❖ No provisions contained in the 1998 UAW - DDC Master Agreement or Supplements will apply for this period of temporary employment unless otherwise specified in this document.

Sincerely,

Calvin C. Sharp
Senior Vice President
Administration

DETROIT DIESEL

CORPORATION



TO: Jim Brown

FROM: C. C. Sharp

DATE: August 31, 1998

SUBJECT: Trust Funds for SUB and GIS

During the course of these negotiations, the issue of Trust Funds for the SUB and GIS Plans was discussed.

In as much as language regarding the establishment of the trust funds was contained in the previous agreement, it was agreed not to change the language. However, it was agreed during these negotiations to add \$5,000.00 to the SUB account and \$1,000.00 to the GIS account.

Sincerely,

Calvin C. Sharp
Senior Vice President
Administration

**DETROIT DIESEL CORPORATION
REDFORD PLANT**

**SHOP RULES AND DISCIPLINE
ADMINISTRATION**

The Shop and Safety Rules are not negotiated and are not part of the Master Agreement. They are established by Management to define the standards of conduct for employees.

Every incident of disruptive behavior or negligence of job duties and responsibilities cannot be described in the Shop Rules stated below. With this understanding unacceptable behavior by an employee will be handled on a case by case basis with appropriate action.

1. Falsification of personnel or other records.
2. Ringing the clock card of another.
3. Using another's badge or pass, or permitting another to use your badge or pass to enter the property.
4. Fighting on the premises at any time.
5. Gambling, loitering or any other game of chance on company premises at any time.
6. Absence without reasonable cause.
7. Reporting late for work.
8. Unauthorized operation of machines, tools or equipment.
9. Leaving and/or outside the factory without permission.

10. Misuse or removal from the premises without proper authorization of employee lists, blue prints, company records, or confidential information of any nature.
11. Abuse, misuse or deliberate destruction of company property, tools, equipment or the property of employees in any manner.
12. Possession of weapons on company premises at any time.
13. Refusal to obey orders of supervision.
14. 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).
15. Restricting output.
16. Making scrap unnecessarily, or careless work.
17. The making or publishing of false, vicious or malicious statements concerning any employee, supervisor, the company or its products.
18. Wasting time or loitering in toilets or on any company property during working hours.
19. Smoking except in specifically designated areas.
20. Threatening, intimidating, coercing or interfering with employees or supervision at any time.
21. Theft or misappropriation of property of employees or of the company.

22. Possession of, or consumption of liquor or any alcoholic beverage, narcotics, or dangerous drugs on company property at any time. Reporting for work under the influence of alcohol, when suffering from alcoholic hangover, or in any unsafe condition.
23. 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.
24. Sabotage.
25. Disregard of safety rules or common safety practices.
26. Immoral conduct or indecency.
27. Littering, or contributing to poor housekeeping, unsanitary, or unsafe conditions, on plant premises.
28. Abusive language to any employee or supervision.

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DISCIPLINE ADMINISTRATION

The above Shop Rules will be categorized under the following areas:

Progressive

Violations where the extent of penalty is defined from reprimand to discharge and is issued sequentially based upon previous entries in employee's record. A suggested minimum of 90 days probation from the date of infraction for repeat violators.

Serious

Violations where the seriousness is such that the minimum extent of penalty starts at a balance of shift plus one day and progresses sequentially based upon previous entries in employee's record. A suggested minimum of 6 months probation from the date of infraction for repeat violators.

Major

Violations of such a nature that the minimum penalty is at least a balance of shift plus one week, and based on the severity of the infraction penalties can range up to and including discharge. A mandatory probation period of 1 year from date of infraction.

Discharge

Violations of such a nature that the extent of penalty is discharge regardless of employee's previous discipline record.

DDC - DISCIPLINE ADMINISTRATION

CATEGORY	PROGRESSIVE	SERIOUS	MAJOR	DISCHARGE
SHOP RULE #	5, 6 7, 16 18, 19 25, 27 28	8, 9 10, 13 14, 17 26	4 20	1, 2 3, 11 12, 15 21, 23 24, FRAUD
MINIMUM PENALTY	REPRIMAND	BALANCE OF SHIFT & 1 DAY	BALANCE OF SHIFT & 1 WEEK	DISCHARGE
PROGRESSION SCHEDULE *	REPRIMAND BAL OF SHIFT (BOS) BOS + 1 DAY BOS + 3 DAYS BOS + 1 WEEK BOS + 2 WEEKS BOS + 1 MONTH DISCHARGE	N/A N/A BOS + 1 DAY BOS + 3 DAYS BOS + 1 WEEK BOS + 2 WEEKS BOS + 1 MONTH DISCHARGE	N/A N/A N/A N/A BOS + 1 WEEK BOS + 2 WEEKS BOS + 1 MONTH DISCHARGE	N/A N/A N/A N/A N/A N/A DISCHARGE DISCHARGE
MINIMUM PROBATION	90 DAYS SUGGESTED GUIDELINE FOR REPEAT VIOLATORS	6 MONTHS SUGGESTED GUIDELINE FOR REPEAT VIOLATORS	1 YEAR MANDATORY	—

* Violation of a lesser category infraction repeats last entry on record, subsequent violations are then progressive.

* Violation of Shop Rule #22 – minimum penalty is a balance of shift and 2 days.

DETROIT DIESEL CORPORATION
REDFORD PLANT

DDC SAFETY RULES

The following are general Safety Rules applicable to all employees. In addition, specific safety instructions will be given to you for your particular job.

These rules have been established for the safety of all employees and it is important that you understand them fully and apply them to your own jobs.

1. SAFE JOB INSTRUCTIONS:

Before you operate any machine or equipment be sure you know the safe way to do the job. If not sure, ask your supervisor. Do not attempt to operate any machinery or equipment except that to which you have been assigned.

2. EYE PROTECTION:

Safety glasses with side shields are to be properly worn by all employees at all times when in the plant, with the following exception:

Within enclosed office areas (as long as they do not contain equipment which requires the wearing of safety glasses under MIOSHA regulations), locker rooms, toilet facilities or designated "satellite" relief areas. Safety glasses, however, must be worn to and from these areas and must be worn if you are taking your break at your job site.

3. HAIR PROTECTION:

Employees with long hair, working on or near machinery, where there is risk from injury due to entanglement or danger of ignition from heat, must wear safety caps that are approved by the Safety department. Approved safety caps are available in the master crib.

4. FOOT PROTECTION:

Safety shoes are recommended for all operations. Leather shoes with substantial soles and heels are required. Sandals, canvas shoes, open toe shoes etc., are prohibited. A \$50.00 allowance will be credited against safety shoes purchased from UAW/DDC designated suppliers (Shoemobile) on a one (1) time basis every 36 months.

5. GLOVES:

Gloves must not be worn when operating any machine unless their use has been approved by the Safety Department.

6. DRESS:

The wearing of rings, long sleeves, loose clothing, bracelets, necklaces, scarfs, dangling earrings, etc. which may become entangled in moving machines or equipment, is prohibited.

7. LIFTING:

Lift properly - bend your knees, keep your back straight and lift with your legs. See your supervisor for assistance if the load is too heavy.

8. MACHINERY:

Machinery or moving equipment shall be shut down and locked out when adjustments, oilings, cleanings or repairs are being made. If you notice a machine defect, report this immediately to your supervisor.

9. HAZARDOUS EQUIPMENT:

The following items of plant equipment are hazardous in untrained hands. Only persons specifically authorized by supervision or the Safety department may operate them. (a) Power trucks of any type. (b) Cranes or hoists. (c) Power saws and shears.

10. SAFETY GUARDS:

It is the joint responsibility of employees and supervision to make sure all safety guards are in place before any machine is operated. Employee safety must not be compromised by intentionally defeating electrical interlocks and other safety devices.

11. MOVING VEHICLES:

Employees operating moving vehicles in the plant must observe the following safety rules:

1. All vehicles must exercise caution at all intersections. In addition, all vehicles must come to a complete stop at blind intersections and

sound their horn before proceeding. This means all in-plant vehicles including bicycles, scooters, and flatbeds as well as fork-lift trucks.

2. Power Truck operators must "trail" all loads when their forward view is obstructed.
3. Although bicycle and scooter operation are *currently excluded from licensing*, all other vehicle operation is permitted by license only.
4. Riding double without safety approved seating is strictly prohibited.
5. Pedestrians need to share in the responsibility to ensure their safety by maintaining constant vigilance of moving vehicles, never placing themselves in a pinch-point between a vehicle *and a stationary object*, nor assuming that drivers can see them or react to avoid an accident.

12. HORSEPLAY:

Boisterous shouting, scuffling, throwing objects, misuse of tools or property, distracting the attention of others etc., can cause accidents and are therefore prohibited.

13. RUNNING:

Running is prohibited on company property.

14. HOUSEKEEPING:

It is the desire of Management and its employees that a clean and orderly plant be maintained. Keep your work area, relief area, locker room, and toilet facilities as clean as possible. Put paper cups, loose wire banding, loose cardboard etc., in refuse receptacles.

15. HAND TOOLS:

Use hand tools only for the work for which they were designed. Mushroomed head hammers, chisels, punches, defective or damaged tools should be reported to your supervisor. Never use hand files without handles.

16. MATERIAL HANDLING:

Material must be stacked or piled in proper containers and on safe pallets. Do not create unstable loads, blind corners at truck aisle intersections, blocked aisles, blocked fire extinguishers, etc.

Remove projecting nails from boxes, boards, or barrels and eliminate all sharp projections.

17. ELECTRICAL REPAIRS:

Only authorized persons are permitted to make electrical repairs. Report any need for electrical repairs to your supervisor immediately. Take no chances with electricity. Never attempt to make electrical repairs yourself.

18. COMPRESSED AIR:

The use of compressed air for blowing off clothing, hair, face, hands, etc., is dangerous and is strictly forbidden. Use compressed air carefully.

19. LADDERS:

Check any ladder before using it. If you find a defective ladder report it to your supervisor. Ladders must rest on a solid foundation. The pitch that the horizontal distance from the top support to the foot of the ladder is $1/4$ of the length of the ladder. If there is danger of the ladder slipping, have someone hold it.

20. AISLES:

Aisles should be kept clear to insure safe usage, especially in event of emergencies. Materials, skids, racks, crates, boxes, ladders, etc., must not block aisles, exits, fire equipment, alarm boxes, power panels, or stretchers.

21. SMOKING:

Smoking in designated "No Smoking" areas is prohibited.

22. SAFETY SIGNS:

Safety signs are posted for your guidance and protection. They must be strictly observed.

23. UNSAFE PRACTICES:

The greatest percentage of industrial injuries are caused by employee unsafe practices. DDC supervision has been trained to detect and correct unsafe practices. If you are observed performing an unsafe act and are corrected, it is important that you do not repeat the unsafe act again, for your own safety as well as the safety of your fellow employees.

24. INJURY:

Despite safe job instructions, safety rules, innumerable safeguards, accident photos and reports etc., some employees do incur an injury. If this should happen to you, it is important that you, (a). inform your supervisor of the injury immediately, (b). obtain a medical pass, (c). report to the Medical department for treatment.

Your safety and the safety of everyone in this plant is vitally important. Each year a substantial investment of time, money and energy is made by Management to insure that equipment, tools and working conditions are safe. In the final analysis, the safeness of these physical things that are used by DDC employees largely depend on how they are used. It is you, therefore, who are ultimately responsible for your own safety.

Remember, if any condition should arise which might be potentially hazardous you are to report this to your supervisor. If the condition is one for which you have a good solution, you are encouraged to process your idea through the "Suggestion Program."

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the Supplement to the Master Agreement
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SUPPLEMENT TO THE MASTER AGREEMENT

Between

**UNITED AUTOMOBILE WORKERS
LOCAL 163**



and

DETROIT DIESEL CORPORATION



Effective September 28, 1998

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MASTER AGREEMENT SUPPLEMENT

(12.1) Memorandum of Understanding on Overtime

(A) Daily Overtime

Hours in excess of nine (9) hours worked per shift shall be voluntary.

(B) Saturday Overtime

Employees may be required to work Saturdays; an employee who has worked two or more consecutive Saturdays may decline to work the following (third) Saturday provided they have not been absent for any reason on any day during the week preceding the Saturday.

(C) Sunday Overtime

Overtime work on Sundays shall be voluntary; provided the employee has not been absent for any reason on any day during the week preceding such Sunday, except for a Saturday which they declined to work pursuant to Article B above.

(D) Notice

For all voluntary hours in a given week, the employee may decline to work such hours if their supervisor is notified.

(E) Concerted Activity

- (1) Any right to decline daily overtime or Saturday or Sunday work by any employee may be exercised only by each employee acting separately and individually, without collusion, conspiracy or agreement with, or**

the influence of, any other employee, the Union or pursuant to any other concerted action or decision. No employee shall seek by any means to cause or influence any other employee to decline to work overtime. Employees violating these terms will be subject to discipline.

- (2) The company shall have the right to suspend provisions that entitle employees to voluntarily decline overtime if the employees fail or refuse to report for overtime that has been accepted, or declines overtime in greater numbers than in past experience because of employees collusively, concertedly or in response to the influence of any employee or group of employees.

(F) Emergencies

The provisions of this Memorandum of Understanding that limit or restrict the right of Management to require employees to work overtime shall be suspended when operations are interrupted by emergency situations, such as breakdowns of four hours or more, government mandated work, power shortages, strike, fire, tornado, flood or acts of God, for a period of time necessary to overcome such emergencies and make up lost production.

(G) SUB

Overtime hours that an employee declines shall be deemed "Compensated or Available Hours" within the meaning of the Supplemental Unemployment Benefit Plan.

(H) **General**

- (1) In order to implement this Memorandum, the Company shall have the right to hire temporary part-time employees for straight-time, overtime or weekend work. Such temporary part-time employees shall not be entitled to Saturday or Sunday overtime premium pay, except as required by law, until they are qualified to perform the work to which they are assigned or for fifteen (15) working days, whichever is sooner.

As to skilled trades work such part-time employees will be qualified to perform the work.

- (2) Nothing in this Memorandum of Understanding shall make ineffective any past practice or agreement concerning voluntary overtime that is mutually satisfactory to the Union and Management.
- (3) Nothing in this Memorandum of Understanding shall make ineffective any agreement pertaining to overtime equalization or augmentation.

(12.2) Union Bulletin Boards

- (A) Designated bulletin boards may be used by the Union for posting notices bearing the written approval of the President of the Union or the Chairperson of the Shop Committee provided these notices concern Union affairs which are not political or controversial in nature.

The Union will remove from such Union bulletin boards any material which is libelous, scurrilous, or detrimental to the Labor-Management relationship.

- (B) There shall be no other posting by employees of any kind of literature on Company property other than as herein provided.

(12.3) Memorandum of Understanding - Voluntary Political Contributions

It is agreed between Detroit Diesel Corporation and the International Union, UAW that the following understandings have been reached in connection with the Union's request to make deductions for voluntary political contributions from the paychecks of Company employees represented by the Union.

- (A) The designated Financial Officer of the Union will furnish to Management for each employee for whom a deduction is to be made an Authorization Card signed by the employee containing the following information:

- (1) Name and address
- (2) Plant
- (3) Department Number
- (4) Social Security Number
- (5) Local Union Number
- (6) Amount to be deducted each period
- (7) Employee status, i.e. hourly or salaried

Cards that cannot be processed will be returned to the designated Financial Officer of the Union for correction.

- (B) The Company will make such authorized deductions from checks for the third pay period ending in each deduction period in the case of hourly employees and the second pay period in each deduction period in the case of salaried employees commencing October, 1983, and continuing while such authorization is in effect for so long as the Company has an obligation to provide such procedure under the Federal Election Campaign Act. Deductions will be made from any checks prepared for the employee through regular payroll processing but will not be made from checks prepared through special payroll processing.
- (C) A deduction not made in one period will not be carried forward to a subsequent month.
- (D) Each deduction period Management will issue a single check for salaried employees and a single check for hourly employees, or by electronic transfer where possible, payable to UAW V-CAP care of the International Union for deductions made in the preceding period. Overpayment to the Union resulting from canceled employee authorizations will be recovered in a subsequent period.
- (E) A computer-generated, machine readable where possible, listing also will be forwarded which will indicate the name, address, payroll location code, local union number, department number, full social security number, and the amount deducted for each employee that pay period. Year-to-date deduction totals for each employee will also be included in the report.

- (F) The Union will pay the Company the actual costs of initial setup and programming, of general administration, computer and machine time, and of processing new authorization changes or cancellations. Provided however, the Union and Company must agree on these costs prior to the implementation of this program.
- (G) The Company will bill the International Union for the amounts owed pursuant to Article F above, which bill shall be paid in the month following the month in which billed.
- (H) The amounts set forth in Article F above may be increased or decreased by the Company from time to time as experience dictates, upon notice to the International Union.
- (I) Employees who wish to cancel their authorizations for payroll deductions will sign a card supplied by the Union for that purpose. Refunds will be the responsibility of the Union.
- (J) The designated Financial Officer of the Local Union will collect and forward as one transmittal all signed Authorization Cards and Cancellation Cards for the initial processing and for each period to Management.
- (K) An Authorization Card that is not revoked by the employee shall continue in effect upon reinstatement to active status in the same employing unit provided the employee's record is still being maintained by the employing unit's Payroll Department.
- (L) The Union will indemnify and hold harmless the Company from any and all liability or claims arising from administrative error resulting from the deductions provided for in this Agreement.

Memorandum of Understanding

Detroit Diesel Corporation and the International Union, UAW, that in accordance with the Memorandum of Agreement on deductions for Voluntary Political Contributions, dated October 8, 1987 and specifically Subsection 6 of that Agreement, the Union will pay the Company each six (6) months, on July 31 and January 31, for the term of the 1998 DDC-UAW Master Agreement the following:

- (A) A fee of \$0.075 per participant each six (6) months calculated on the number of participants as of June for the July billing and December for the January billing.

(12.4) Union Security and Check off Dues

- (A) Any dispute arising as to the employee's membership in the Union shall be reviewed by a representative of Management and the Chairman of the Shop Committee and/or the Financial Secretary, and if not resolved, may be decided by the Impartial Umpire.
- (B) "Member of the Union" as used in Article (10.2)(A) and (10.2)(B) above means any employee who holds membership in the Union. Such members shall not be more than thirty (30) days in arrears in the payment of membership dues.
- (C) Initiation fees for membership in the Union shall not exceed the maximum prescribed by the Constitution of the International Union at the time the employee becomes a member.
 - (1) In any state wherein Article (10.2)(A) and (10.2)(B) of this Agreement cannot be made effective because of state law, an employee who is not a member of the Union at the time this Agreement becomes effective

shall pay to the Union as a condition of continued employment, within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, a sum equal to the Union's or local's initiation fee charged members and also a sum monthly which is equal to the monthly dues required of the Union's or local's members at each location, provided that such condition of continued employment is not prohibited by state law and, provided further, that such condition of continued employment continues to be lawful under the National Labor Relations Act, as amended.

- (2) Any dispute which may arise as to whether or not an employee has paid the sum of money which is required to be paid as a condition of continued employment under Article (12.4)(C)(1), shall be reviewed with the employee by a representative of the Union and a representative of Management. Should this review not dispose of the matter, the dispute may be referred to the Umpire whose decision shall be final and binding on the employee, the Union and the Company.

- (D) During the life of this Agreement, the Company agrees to deduct from the pay of each employee, or notify the Trustee of the DDC-UAW Supplemental Unemployment Benefit Plan Fund to deduct from each such employee's Regular Benefits, Union membership dues levied by the International Union or Local Union in accordance with the Constitution and By-Laws of the Union, provided that each such employee executes or has executed the following "Authorization for Check-Off of Dues" form; provided further however, that the Company will continue to deduct monthly membership dues from the pay of each employee for whom

it has on file an unrevoked Authorization for Check-Off of Dues form.

- (E) Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Section of the Agreement.
- (1) Once each month, the designated financial officer may submit to management a list showing the name and social security number for each employee who is certified as owing an initiation fee and/or monthly dues, specifying the amount of the liability and the period to which any such monthly dues liability applies.
- (a) This list shall be dated and shall be submitted on or before the first Tuesday following the third pay day in the month.
- (b) Such amounts will be deducted from the first pay received following the first payroll period ending in the next following calendar month provided the employee has sufficient net earnings to cover the liability.
- (F) A properly executed copy of such "Authorization for Check-Off of Dues" form for each employee for whom Union membership dues are to be deducted hereunder, shall be completed by the employee and submitted to the Management before any dues deductions are made, except as to employees whose authorizations have heretofore been delivered to Management. Deductions shall be made thereafter, only under the applicable Authorization for Check-Off of Dues forms which have been properly executed and are in effect. Management shall deliver to the Union an "Application for Membership" form for each

employee for whom Union membership dues are to be deducted under the provisions of the Check-Off except as to employees whose authorizations have heretofore been delivered.

- (G) Check-Off deductions under all properly executed Authorizations for Check-Off of Dues forms which have been delivered to the respective Managements on or before the effective date of this Agreement, shall begin with the month of November, 1998.
- (H) The initial monthly dues deduction from the pay of an employee who completes an "Authorization for Check-Off of Dues" form shall be made from the second pay received by the employee following the date on which the authorization was executed. It shall be presumed that employees owe initiation fees, unless they had previously executed an "Authorization for Check-Off of Dues" form at that plant, and such initiation fees will be deducted simultaneously with the initial deduction as specified in this paragraph. Thereafter, the Union membership dues for each succeeding calendar month shall be deducted as follows:
- (1) The deduction for monthly dues will be made from the first pay received following the first payroll period ending in the calendar month. All payroll periods ending in a calendar month will constitute, in the aggregate, the dues deduction month. Regular monthly dues and past dues or initiation fees, if any, will be deducted provided the employee has sufficient net earnings to cover the deductions. In the event there are insufficient net earnings, the deductions will be made from the subsequent pay or Regular Benefit received by the employee that is sufficient to cover the deductions. Any liability will be carried forward until the employee has sufficient net earnings to cover the deduction or

breaks seniority, whichever occurs first. However, deductions will only be made from Regular Benefits provided the employee has an applicable "Authorization for Check-Off of Dues" form in effect as of the date the deduction is made. In the event an employee has a past dues or initiation fee liability and receives either a Vacation Pay Allowance or payment for the unused portion of Paid Absence Allowance, such liability may be deducted from such payments.

- (2) The dues deducted from an employee's earnings will be a sum equivalent to two (2) hours straight time pay and will be based upon the employee's hourly wage rate including cost of living allowance but excluding all other premiums for the job classification of record held by the employee during the pay period to which the deduction applies.
- (3) For employees compensated on group bonus or piece work, the deduction for Union membership dues shall be based upon the employee's earned rate of pay exclusive of night shift and overtime premiums for the pay period in which the deduction is made.
- (4) In the event of a retroactive change in an employee's job classification of record for the pay period in which dues have been deducted, there will be no retroactive adjustment in the check-off of Union membership dues.
- (5) The amount deducted from an employee's pay pursuant to these provisions shall be in addition to an amount which may be authorized by a Union pursuant to the Constitution and By-Laws of the Union and of which the Union has given notice to Management.

- (6) In the event an employee does not receive a pay check for a payroll period ending in a dues deduction month prior to the receipt of a Regular Benefit applicable to any such period, union dues in the amount of five dollars (\$5.00) or such other amount as may be established as dues shall be deducted from the Regular Benefit, provided the employee has the applicable "Authorization for Check-Off of Dues" form in effect as of the date the deduction is made. In the event such an employee subsequently receives a pay check for a payroll period ending in the same dues deduction month, the difference between the amount of union dues paid and the amount then owing will be deducted from such pay check.
- (I) In the case of employees rehired, or returning to work after layoff or leave of absence, or being transferred back into the bargaining unit, who previously have properly executed Authorization for Check-Off of Dues forms, deductions will be made for membership dues as provided herein.
- (J) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.
- (K) Dues deductions shall be remitted to the designated financial officer of the Union once each month within 10 days after the regular deduction date. Any deductions made from subsequent payrolls or from Regular Benefits paid during payroll periods that end in the calendar month shall be included with the remittance for the following month. Management shall furnish the designated financial officer of the Union, monthly, with the names, social security numbers, department numbers and clock numbers of those for

whom deductions have been made, the amounts of the deductions and the amounts deducted, by employee and in total, respectively, for initiation fees, regular monthly dues, and S.U.B. dues. Regular monthly dues and S.U.B. dues shall be identified as to the period to which such deductions apply. This information should be furnished along with the dues remittance. The designated financial officer will be advised of the order in which the names will be listed and of any future changes in the order of the listing as far in advance as possible. The foregoing notwithstanding, deductions made on a declining balance basis, deductions of a past dues or initiation fee liability from a Regular Benefit and deductions from pay for a liability incurred more than six (6) months prior to the actual deduction date will not be identified to a specific deduction month.

- (L) Any dispute which may arise as to whether or not an employee properly executed or properly revoked an Authorization for Check-Off of Dues form, shall be reviewed with the employee by a representative of the Local Union and a representative of Local Management. Should this review not dispose of the matter, the dispute may be referred to the Umpire, whose decision shall be final and binding on the employee, the Union and the Company. Until the matter is disposed of no further deductions shall be made.

- (M) Neither the Company nor the Trustee of the DDC-UAW Supplemental Unemployment Benefit Plan Fund shall be liable to the International Union or its locals by reason of the requirements of this section for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned or from Regular Benefits received.

- (N) In the event net earnings are sufficient to cover union membership dues for only one dues deduction month and an employee has a dues liability for more than one (1) month, the deduction will be for the current dues deduction month. In such situations membership dues for the past dues liability will be deducted from the next earnings received in that month or in a succeeding month in which the employee has sufficient net earnings to cover such union membership dues.
- (O) In the event an employee receives a back pay settlement or award for any calendar month for which no dues deduction has been made, a deduction for each such month shall be made from such settlement or award.

ARTICLE 13 GENERAL SETTLEMENTS

1. Emergency Phone Call Procedure

"Emergency" phone calls to employees at work should be handled without undue delay. All emergency calls should be placed to Hourly Personnel at 592-7451. The individual calling will be given a call-in number. This procedure will also apply to Plant Security during those times when the Hourly Personnel Department is not open.

2. Damaged Clothing

Damage to employee's clothing (including shoes) which was the result of faulty equipment or some other Management responsibility will be replaced at company expense as long as the employee has exercised reasonable care. Legitimate claims will be paid upon submission of receipt as soon as possible.

3. Nourishment after Working 10 Hours

Employees who may work more than two (2) hours beyond an eight (8) hour shift will be afforded the opportunity to secure nourishment during such hours. Employees who may work a "double" shift will be afforded a full lunch period in connection with the added shift worked.

Employees who start work prior to the start of their normal scheduled shift starting time are entitled to nourishment break after the first hour of the scheduled shift.

4. Opening Tool Boxes / Lockers

When it becomes necessary to open an employee's tool

box / locker a Union Representative will be given the opportunity to witness the opening of the tool box / locker.

5. Putting Away Tools

Management will schedule its operations so that putting away tools will not be required on the employee's own time.

6. Jurisdiction - Outside Trucking

Outside trucking firms will be used for miscellaneous pick-ups and deliveries on a supplemental basis when the regular company vehicles used for this purpose are not available.

7. Personal Allowance Time

Employees scheduled to work a shift which includes a 30 minute scheduled lunch period are provided a reasonable time, not to exceed a total of 46 minutes per eight (8) hour shift for individual personal allowance.

Employees scheduled to work a shift that does not include a scheduled 30 minute lunch period will have 46 minutes total during an (8) eight hour shift. The 46 minutes includes all breaks, lunch and personal relief time.

Relief time is designated for employees to attend to their personal needs, inside or outside the plant.

8. Satellite Areas

If it becomes necessary to relocate a satellite area due to a plant rearrangement, advance discussion at least thirty (30) days prior to the move will be held with the Shop Committee. Efforts to arrive at a mutually satisfactory new

location will be made. Locations will be provided during transition, if reasonably available in the vicinity.

9. I.D. Badge

Employees will be charged for replacement of I.D. badges when such replacement is due to loss by the employee.

10. Badge Readers

1. Regular shift hours including scheduled overtime. Employees will punch in and out at their assigned reader.
2. Irregular Hours - Employees leaving the plant before the end of their scheduled shift hours will punch out at their assigned reader.

A copy of the supervisor's daily time & attendance sheet will be available at the supervisor's desk.

If a ring in or ring out by an employee is questioned by Management, the employee will be notified prior to Management changing the ring in or ring out.

11. Employee Personal Packages - Inspection

In the event Management determines the need to examine the contents of an employee's personal package in the plant, for instance a lunch box, it will be based on a legitimate justified cause. In so doing, every effort will be made to secure the cooperation of the employee involved in a courteous manner and the item will not be examined without the knowledge of the employee, except in justifiable situations, for instance bomb threats or the involvement of outside authorities, etc.

If requested by the employee, the committee person will be given the opportunity to be present. The above will in no way interfere with accepted security practices, such as the display of lunch boxes or personal packages at plant gates.

12. **Foul Weather Gear Maintenance**

Management will take the necessary steps to provide and maintain, in a timely manner, foul weather gear including necessary cleaning, repairing and replacement.

13. **Cafeterias**

During periods when the cafeteria line service is not operating, donuts of similar quality to those served from the counter will be available for purchase from vending machines.

Cafeteria Hours - M-2

5:45 A.M.	to	7:00 A.M.	Breakfast
8:00 A.M.	to	9:23 A.M.	Break
11:00 A.M.	to	1:00 P.M.	Lunch
1:30 P.M.	to	1:53 P.M.	Break
2:30 P.M.	to	4:30 P.M.	Coffee & Donuts
5:00 P.M.	to	5:23 P.M.	Break
8:00 P.M.	to	8:30 P.M.	Lunch

Restaura Mart

5:00 A.M.	to	9:23 A.M.	Breakfast
(except from 7:30 A.M. - 7:45 A.M. closed for cleaning)			
11:00 A.M.	to	12:30 P.M.	Lunch
1:30 P.M.	to	2:00 P.M.	Break
2:30 P.M.	to	5:20 P.M.	Shift Change
7:00 P.M.	to	8:30 P.M.	Lunch (afternoon shift)
9:30 P.M.	to	1:00 A.M.	Break
2:30 A.M.	to	4:20 A.M.	Lunch (midnight shift)

If there are 300 or more employees scheduled to work on any shift on a weekend, the cafeteria will provide hot food service from either the food service lines or the grill.

Any specific complaints regarding the quality of food items in the cafeteria should be raised with Industrial Relations for investigation and corrective action where justified.

14. Department Number Changes

Management will continue its policy to review with the Union the adding of new departments or departmental changes when such questions are raised by the Union. Further, it is understood that such changes do not alter negotiated Seniority, E.O.T., and Shift Preference groupings.

15. Urinalysis/Hair Analysis

Depending upon the parties agreement with respect to the terms of the employee's reinstatement and under normal operating conditions an employee who is processing through the hiring procedure prior to possible reinstatement is required to submit to a physical examination as a part of that procedure. As a part of that examination a urinalysis and/or a hair analysis specimen is required. The specimen is sent to the laboratory for urinalysis within one (1) regular scheduled working day and the results are normally received back at the plant Medical Department within three (3) normal scheduled working days.

16. Jurisdiction - Cribs and Long Haul Trucking

The restrictions under Articles (1.4)(B) and (10.7) of the Master Agreement as it pertains to drawing tools or items from the cribs as being bargaining unit represented work is recognized by Management, and Management will notify supervision accordingly.

The assignment of long haul trucking to bargaining unit covered employees will continue to be made as it has in the past. If there are exceptions, they may properly be challenged by the Union under Articles (1.4)(B) and (10.7) of the Master Agreement.

17. Temporary Supervisory Changes

When temporary changes in supervisory responsibilities are necessary, employees affected will be notified in writing *if practical or by verbal communication*. Notification to employees of changes in supervisory responsibilities is a Management responsibility.

18. Employee Surveillance

Management does not and will not condone harassment of employees, such as standing or sitting behind employees for no reason other than to create tension for the employee.

Management will review the current sweep of video cameras. Where possible adjustments will be made to insure that inside areas viewed by cameras is kept to a minimum. Also, steps will be taken to insure that only authorized Plant Security personnel will have access to the camera monitors.

19. Pay For Time Detained At Medical

In the event of a plant sustained occupational injury, employees who are required to remain beyond their regular shift for examination or treatment shall be paid until such time as they leave the Medical department. In the case of employees sent to an outside medical facility for treatment or examination, such employees will be compensated for such time during their regular working hours if they return to work on such day.

20. Payment Due To Accident

If employees are injured during the course of their employment and as a result, on the day of the injury, are sent home by the Medical department before the end of their regular shift, they will be paid to the end of their shift, including all scheduled overtime hours the employees would be entitled for that date.

21. Picking Up Paychecks

Employees not at work on pay day who wish to pick up their checks when they return to work may pick them up on their own time during the following hours:

Monday Through Friday

8:30 A.M. to 11:30 P.M.

1:00 P.M. to 4:30 P.M.

Also, arrangements will be made to permit afternoon and midnight shift employees to pick up their checks on Saturday when employees from the time office are working.

Other employees not at work on pay day may pick up their paychecks subsequently on Friday.

The hours will be posted accordingly at the Timekeeping Office.

22. Paychecks - Disciplinary Layoffs

When paychecks are available and under normal circumstances employees who receive time off penalties on pay day will receive their checks prior to leaving the plant.

23. Paychecks - Afternoon Shift

Management is agreeable, in accordance with present procedure, to distribute paychecks to the afternoon shift employees on their regular pay day prior to the lunch period. This is with the understanding that in the event of abuses, deviation may be justified in the case of individual employees. It must also be recognized that unusual circumstances, such as problems in processing the checks, may justify an alternative method of distributing paychecks on a given occasion.

Where possible, Management will make every attempt to distribute paychecks for afternoon shift employees prior to the holiday when the holiday falls on a Thursday, and if problems prevent this, the Union will be notified in advance.

24. Paychecks - Shortages

When pay shortages result on an employee's paycheck and are brought to Management's attention, and which prove to be an oversight on Management's part, arrangements will be made for special payment to cover the shortage as soon as possible but in any event no later than the next normal work day. Shortages regarding afternoon shift employee's paychecks brought to the attention of Management on Thursday will be paid on Friday.

Substantial pay shortages of eight (8) hours or more arising on Friday should be brought to the attention of the Industrial Relations department. When that department is advised by 11:00 a.m., arrangements will be made for a special payment to cover the shortage by 4:30 p.m. on that day. It is understood that such treatment cannot be given to large groups of employees.

25. Paychecks- Christmas Holiday Period

Management will make every reasonable effort to insure that seven (7) day operators receive an accurate pay in a timely manner for hours worked during the Christmas Holiday Period.

26. Parking Lots

Parking Lots will be maintained, kept free of snow, patrolled, and assistance will be provided disabled vehicles.

27. Snow Removal

Outside contractors will be used to supplement bargaining unit employees depending upon snow accumulation according to the snow removal procedure.

28. Part Time Truck Driving

Each machine shop driver (3) will have a designated back up driver.

29. License Reimbursement

An employee whose job assignment requires a legally mandated license will be reimbursed for the cost of such license. The required license will be procured on the employee's own time and evidence of completion and payment must be presented to the employee's supervisor for reimbursement.

30. Power Sweeper

Under current operating conditions the operation of the outside sweeper is a proper assignment to employees classified Power Sweeper Operator.

31. Protective Clothing

Personal protective clothing (coveralls and uniforms) is available upon request through the Hourly Personnel department. Those employees that perform operations, which have been identified by the parties requiring such clothing, may be eligible to receive full or partial credit depending on the program selected. A list of classifications, operations, or departments eligible is maintained in the Hourly Personnel department.

Temporary personal protective coveralls, along with other personal protective clothing or equipment, are available through the crib organization.

32. Leaving Plant Early Medical Reasons

The decision regarding any employee's physical condition with respect to requests to go home because of illness must of necessity rest with the Medical department, for the employee's own welfare. In those cases where such employees insist on leaving the plant to see their personal doctor, it will be required that they submit a statement from their doctor verifying their illness, when they return.

Where employees leave the plant for medical reasons, usually they return to their departments to put away their tools, get their coats or other personal belongings, etc. It is recognized, however, that the employee may desire to leave the plant without returning to the department and this option will be left to the employee.

33. Machining Set-Up

- (a) Reports to supervisor.

- (b) Sets up tooling of jobs on a line assigned to them in accordance with specifications and prints. Sets speeds and feeds to meet established standard requirements.
- (c) Sees to it that all fixtures and tools are in good repair and advises supervision of defects.
- (d) May operate production only on the following occasions:
 - (1) For purposes of instruction.
 - (2) When regular operator is off for personal reasons.
 - (3) For purposes of determining whether job is running right.
 - (4) Management will not condone working a Machine Set-Up employee on operator's work in lieu of their regular responsibilities for prolonged periods of time, for the purpose of circumventing the addition of operators.

The checking of inserts after indexing or replacement on those VAL-U-MIL design disposable insert type face milling cutters of the type currently used in Department 523, except those used to machine the "fire deck face," can be accomplished by employees classified as Machine Set-Up using functional (Go-No Go) type height measuring tools, for example feeler type gages, shim stock, etc.

Because of the finish required, such checking on "fire deck face" cutters may continue to require the use of dial indicator height gages. On those "fire deck face" milling cutters such checking, where a dial indicator is required, will be a proper assignment for employees classified as cutter grinder.

The Machine Set-Up classification will not be used to deprive the cutter grind classification of work to which they are entitled.

It is understood that this settlement applies only to those cutters specified and is not intended to alter any existing practices elsewhere in the plant or to imply that dial indicator type height gages cannot be used by production employees for other purposes throughout the plant.

HEALTH & SAFETY

34. Vehicle Repair

Vehicles which are in the garage for designated service or repair work are not normally released until such work has been completed. In the case of such a vehicle released by supervision prior to completion of this designated work, the supervisor authorizing this release of this vehicle will be responsible. In an effort to avoid unauthorized removal of vehicles from the garage a security system will be devised.

35. Industrial Power Truck Safety

In an effort to improve industrial truck safety the following programs have been instituted or expanded.

- A. A daily safety check list should be completed and signed by Industrial Power Truck operators and returned to the supervisor, who will be responsible for having the equipment repaired. The daily check lists and scheduled maintenance records shall be made available to the Union Health and Safety representative upon request.

- B. An industrial truck three (3) month preventative maintenance grease program has been developed and implemented to reduce the possibility of equipment failure.
- C. Supervisors will be responsible for who drives their equipment. Assignments to operate industrial power trucks shall not be made unless the operator has a valid operator's license. Unauthorized drivers or passengers will not be permitted.
- D. Truck driver's physicals and testing will be accomplished each three years according to the UAW-DDC Power Vehicle Program currently in effect at Detroit Diesel Corporation.
- E. New truck drivers will also receive training on the equipment authorized.

Any problems brought to Management's attention in this regard will be reviewed and corrective action required will be instituted without undue delay.

Power vehicle drivers will be instructed that special care should be exercised in operating such vehicles in main aisles of the plant during normal shift change times and that operating such vehicles in main aisles of the plant during shift change times should be avoided where possible. In addition, the necessary action will be taken by Management to suspend the movement of large pieces of equipment in main aisles by the company or contractors during the normal duration of the major shift change times.

36. Moving Engines

When moving engines from one location to another (other than straightening engines, etc.) with the use of a fork lift truck, no more than one engine will be moved at a time. Regarding the transportation of engine blocks within the plant, this issue has been resolved on the basis that dividers with raised plywood edges are no longer being purchased for this purpose. Plastic edged dividers are being phased in to replace the plywood edged dividers. If neither is used engine blocks will be banded. Dividers with raised plywood edges which are determined to be defective or substandard will be removed from service.

37. Trailers

This demand is settled on the basis that no more than four (4) trailers will be pulled through the plant in tandem. In cases of substantial loads providing a potential safety hazard, the number of trailers will be limited to three (3).

38. Safety Shoes

In those cases where maintenance employees are assigned to jobs which could result in potential damage to employee's clothing, protective clothing is provided (as an example, the cleaning of cyanide tanks); protective footwear will also be furnished.

39. In-Plant Temperature

Management will give proper consideration to problem areas relating to in-plant temperatures and will provide the necessary corrective measures where required.

In addition, Management will inspect the in-plant ventilation systems on a regular basis. Evidence of the inspection will be furnished the Union upon request. This inspection will include the general operation of the units and the inspection of filters and coils. If, as a result of the inspection, the need exists for repairs including the rotation or replacement of existing filters, corrective action will be taken accordingly.

Any problems regarding heating and ventilation in the plant should be brought to the attention of Industrial Relations for corrective action in a timely manner, where required.

40. Waste Treatment Facility

Air sampling reports of the Waste Treatment facility will be provided to the Union on a quarterly basis. On an annual basis employees permanently assigned to the Waste Treatment facility may report to the plant Medical department and request medical examinations.

41. Medical Service

The hours of operation of the Medical Department are necessarily based upon the number of employees assigned to a particular shift. When not in operation medical assistance is available through the Plant Security Department. In addition, area hospitals are utilized for emergency medical treatment on a twenty-four (24) hour per day basis. Currently, the Medical Department is open sixteen (16) hours per day Monday through Friday excluding holidays. On weekends the Medical Department is open when 250 or more employees per shift are scheduled to work.

Plant Security Officers, have received certified first aid and CPR training. It is Management's policy that Plant Security Officers receive and maintain certified first aid and CPR training.

42. Medical Records

If an employee requests verification of a visit to the Medical department, such verification will be provided based on the records of the Medical department. Beyond this, a report of physical examination and any laboratory tests made by physicians acting for the Company will be given to the personal physician of the individual employee involved upon the written request of the employee.

43. Aisleway Congestion

Necessary steps will be taken by Management to insure that plant aisleways, especially main aisles, will be kept clear of congestion. Situations with regard to congested aisles when brought to Management's attention will be corrected without undue delay.

44. Work Assignments

In those work assignments involving recognized hazards where good judgment dictates more than one (1) employee should be assigned, Management will not assign an employee to work alone. For instance, in the event of project work on the equipment in the primary power source, at least two employees will be assigned. Other examples would be project type work in a precarious location on the roof, for instance close to the edge of the roof; or cases in "pit" type locations with moving equipment which cannot be locked out. Furthermore, in cases where employees are assigned to work in isolated areas by themselves, they will be checked on a regular and continuous basis approximately every hour, when requested by the employee. It is also recognized that if an employee is of the opinion that his particular assignment involves a hazardous element which may justify the assignment of another

employee from a safety standpoint, they should raise the matter with their supervisor and they also have recourse to their committeeperson and/or the Union's Health and Safety Representative.

In the event an employee classified Air Conditioning and Refrigeration Control and Maintenance is required to complete a regular tour on the roof in periods of darkness, a two (2) way radio will be available for the employee's use upon request of the supervisor in charge.

45. Floor Matting

In those cases where an employee's job assignment requires standing continuously in one place on a bare concrete floor, safety approved floor matting will be provided by Management.

46. Hoist - Training

New or transferred employees required to use overhead hoists in connection with their job assignments will be given specific training on the safe use of this equipment.

47. Machine Coolant

Major coolant systems throughout the plant are monitored on a regular basis to insure that the coolant is maintained within existing standards. Single machine cooling systems within the plant are also monitored on an as needed basis. Deviations from accepted standards will continue to be corrected in a timely manner.

48. Lighting

Management will take the necessary steps to insure that the lights throughout the plant are cleaned on a continuous basis. Management will also take the necessary steps to insure that the lights in the Test Rooms are properly cleaned.

Management currently is monitoring lighting throughout the plant on a continuing basis and replacing as needed. Further, any problem lighting situation brought to Management's attention is corrected in a timely manner.

With regard to emergency lighting facilities, a preventive maintenance program has been established to insure that each piece of such equipment will be inspected at least once each year. Any piece of such equipment which is reported defective to Management will be checked and repaired as necessary.

49. Maintenance of Equipment

Various tools and equipment used in manufacturing processes are subject to periodic inspection to insure that they are in proper working order, when justification exists. Instances of company tools and equipment in need of repair should be brought to the attention of supervision for correction where necessary. The inspection of crane devices will be handled in the same manner as overhead hoists. When tools and equipment are taken out of service for repair for reasons related to safety, they will not be put back in use until repaired. All hoists, chain falls and other lifting devices will be checked each 90 days to insure they are in safe operating condition.

50. Touch Up Painting

The method and type of rustproofing currently utilized in department 345 will be discontinued. Rustproofing in this area will be accomplished by either a brush method application or use of air pressurized devices which do not contain the type of propellants currently used.

It is the policy that touch-up repair painting outside the booths be held to a minimum.

51. Chest X-Rays

Employees assigned to cutter grinder, tool room grinder, blow-out booths, spray painting, welding and heat treat will be provided the opportunity for a chest x-ray annually on an optional basis. Any other employee who desires consideration for an annual chest x-ray and who by the nature of their job assignment would warrant periodic chest x-rays, as determined by the Plant Medical Director, will be provided the opportunity for a chest x-ray annually.

52. Noise Abatement Program

Management is continually attempting to reduce existing noise levels through engineering advances, improved equipment and new technology. By these means, it is Management's intent to reduce noise levels throughout the plant with a systematic program of noise reduction. A continuous noise abatement program is in effect plant wide at this location. This program consists of the following:

NOISE CONTROL PROGRAM

Monitoring this plant for noise overexposure will continue as it has in the past.

- o Local Safety and Health Committee
- o Plant Surveys
- o Spontaneous Requests

Corrective action will be taken as required.

- o Measure exposure (validate)
- o Determine type of correction
- o Provide engineering
- o Install abatement structure
- o Measure effectiveness

Where possible, engineering corrections will be used. To insure proper protection of employee hearing is maintained, regular audiograms will be made.

Under present operating conditions all test operators are scheduled annually for a hearing test by the Plant Medical department. Testing at a frequency of less than one (1) year will be scheduled for employees who have been determined by the Medical department to require more frequent examinations.

53. Asbestos Procedure

- (A) Applicability - Where asbestos is cut, chipped, hammered, swept etc., the DDC-UAW Asbestos Removal procedure is to be followed.

Note: Included are truck repair classifications while changing brake linings. An approved vacuum is to be used rather than blowing off the lining residue with an air nozzle.

- (B) **Notification** - The Health and Safety Committee must be notified, in writing, at least fifteen days in advance of any major departmental moves which will involve more than 260 linear feet or more than 160 square feet of asbestos in any form.

Notification of major moves, as described above, will be the responsibility of Environmental Engineering and is to include, a) date work is to be done, b) location, c) what form of asbestos to be removed. The Health and Safety Committee must also be notified, in writing, of work involving asbestos in quantities less than those stated above, which is to indicate, a) date work was performed, b) location, c) employee's name and number. Notification is to be made by the employee's supervisor. Employees exposed to asbestos, should notify their supervisor immediately.

Note: The Truck Repair supervisor must notify the Health and Safety Committee when vacuum filter or bags are to be changed.

- (C) **Procedure Distribution** - All employees and their supervisors involved in asbestos removal must be trained in the DDC-UAW Asbestos Removal Program.
- (D) **Medical Examination** - All employees, who are routinely involved in asbestos removal, will receive an annual chest x-ray and lung function test. Requests for medical examinations, by employees who believe

that they were exposed to asbestos, will be handled on an individual basis.

54. Lung Function Tests

Any employee who by the nature of their job assignment would warrant a periodic lung function test, as determined by the Plant Medical Director, will be provided the opportunity for a lung function test.

55. Electrical Panels - Access

Shop Safety Rule #7 provides that only authorized persons, e.g. Electrician Engineers, Electrician Supervisors and Electricians, are permitted to make electrical repairs. Unauthorized employees tampering with electrical panels will not be permitted. Also, the storing of items such as lunches, articles of clothing, etc. in electrical panels is an unsafe practice and will not be condoned. While it is not practical to padlock all electrical panels, steps will be taken to remind all employees of our safety rules and of the need for continuous compliance. The method of communication will be reviewed with the Union.

56. Ventilation - Main Battery Area

Management will maintain the ventilation system to operate to maximum design capabilities.

57. Drinking Fountain - Cleaning & Filter Changing

Filters on drinking fountains will be modified to allow for screw on type filters. Changing of filters and cleaning of drinking fountains will be the responsibility of employees classified as Janitors.

58. Dynamometer - Maintenance Log

Management is currently maintaining a maintenance log on drive shafts, guards, grabbers, and related dyno equipment on a monthly basis. Management is agreeable that the dyno records can be reviewed by the Union Health & Safety Representative upon request.

59. Paint Booths - Overspray - Preventative Maintenance

The current procedure for maintaining production paint booths has been in effect since December 1985. It is Management's policy to continue this maintenance program according to the practice (see clarification of details in Minutes dated 5/20/88).

60. Lockout Procedure

Safety precautions and job instructions for cleaning electrically powered machines:

- A) The disconnect on the panel box will be pulled and locked out in the off position.
- B) A skilled trade electrician will pull the swing panel on the overhead buss bar.
- C) Cover and/or waterproof, by means of plastic sheets and tape, all motor housings to prevent water from entering.
- D) Cover and/or waterproof electric panel boxes, by means of plastic sheets and tape, to prevent water from entering.

- E) Hand wash (damp rag) panel box and electric motors. Do not spray water directly on any electrical parts.
- F) When cleaning is completed a skilled trade electrician will inspect all electrical parts before turning power back on.
- G) Proper eye and face protection along with gloves and aprons must be worn.

61. Fans - Cleaning

In-plant fans will be cleaned on an as needed basis. If a Union representative has a complaint that an individual fan needs cleaning, it may be raised directly with the Industrial Relations department for Management investigation and corrective action deemed necessary.

62. Maintenance Hi-Los - Second Seats

All maintenance vehicles that can accommodate a second seat are being modified accordingly. On jobs requiring a maintenance team and where the hi-lo does not have a second seat, bicycles will be provided upon request.

63. Smoking

After consultation with the Shop Committee, the Company shall make reasonable rules in each plant regarding smoking. Any protest against the reasonableness of the rules may be treated as a grievance.

MEMORANDUM OF UNDERSTANDING HEALTH AND SAFETY

The Corporation recognizes its obligation to provide a safe and healthful working environment for employees. The Union will cooperate in the Corporation's maintaining and improving a safe and healthful working environment. The parties agree to use their best efforts jointly to achieve these objectives.

- (1) The Corporation agrees to:
- (a) Provide the necessary or required personal protective equipment, devices and clothing at no cost to employees.
 - (b) Disclose, to the Redford Joint Committee, the identity of chemicals or materials to which employees are exposed, including any information regarding remedies and antidotes for such chemicals. Information contained in each such disclosure shall remain the property of Detroit Diesel Corporation and will not be released without the expressed written permission of the Corporation.
 - (c) Provide competent staff and medical facilities adequate to implement its obligation as outlined in (f) below.
 - (d) Provide to employees who are exposed to potentially toxic agents or toxic materials, at no cost to them, those medical services, physical examinations and other appropriate tests at a frequency and extent necessary to determine whether the health of such employees is being adversely affected.

Provide to each employee upon request a written report of the results of such examinations or tests

which are related to occupational exposure. These results as well as those instances where it is determined that an employee has had a personal exposure exceeding the permissible levels as set forth in 29CFR-1910.1000, Air Contaminants, will be reviewed with the employee by the plant medical department prior to their release. Upon the employee's written request, copies of such information will be forwarded to the employee's personal physician.

Problems regarding this procedure should be brought to the attention of Management.

In addition, in those instances where a breathing zone air sample is collected the employee will be notified of the results which will be entered on the employee's medical records.

- (e) Provide to the Union prompt notification of fatalities and serious accidents. An immediate investigation may be made by a member of the Union's staff assigned regularly to health and safety matters.
 - (f) Provide access upon reasonable notice to International Union Health and Safety Representatives, upon request, reports on such surveys will be provided to the Corporation.
- (2) The Redford Joint Committee on Health and Safety will consist of one (1) representative appointed by the Corporation and one (1) representative appointed by the Union. The Union member shall serve an indefinite term. The Union member will receive adequate and necessary training, without cost to enable the effective performance of assigned functions.

A Joint Committee on Health and Safety, hereinafter referred to as Joint Committee, will be established in each bargaining unit as follows:

Employees	Health & Safety Representatives	Time Allowed to Function on Straight Time Hours
100-599	1	8 hours per week
600-10,000		Full time as established pursuant to Section (5) hereof
10,001 and above	2	Full time as established pursuant to Section (5) hereof.

- (3) In the event that a Joint Union Health and Safety Representative is absent for one day or more, where possible. The Union shall provide to the Corporation the names of the employees so designated.

The Joint Committee shall:

- (a) Meet at least once each month to review health and safety conditions and make recommendations as they deem necessary.
- (b) Make a health and safety inspection once each two weeks. Prior to such inspections, a review may be made of OSHA Form 200 accident experience. Investigate promptly all major accidents as defined by DDC Health and Safety policies. Receive prompt notification of any employee fatalities or serious accidents resulting from work-related injuries. When such

events occur during the 2nd or 3rd shift, the Management member of the Joint Committee will endeavor to notify the Union member.

- (c) Accompany Federal and State OSHA Governmental Health and Safety inspectors and International Union Health and Safety professionals on plant inspection tours. Also, accompany Corporate Health and Safety professionals on regular surveys.

The Union does not waive any rights provided by Federal or State law by such accompaniment.

- (d) Review lost time accidents, (ANSI,Z-16.1) and other major accidents, as defined by the DDC Health and Safety policies which occur in the work place and do not result in lost time, and also review plant safety reports on such accidents and make any necessary or desirable recommendations.
- (e) Receive a copy of the plant's report on OSHA "Summary of Occupational Injuries and Illnesses" and the facilities total employee-hours worked and the incidence rate for the comparable period.
- (f) Review form DDC-212 Accident Report and Cause Analysis and OSHA 101.
- (g) Review and recommend local safety education and information programs and employee job related safety training.
- (h) Where necessary, measure noise, air contaminants, and air flow with equipment provided by the Corporation and observe the use of appropriate industrial hygiene and safety testing equipment as

required when available in the plant. Upon request, the Joint Committee will be provided copies of photographs including video tapes, etc. taken which relate to health and safety matters in the plant. Such photographs shall be for the confidential use of the Joint Committee only and shall not be reproduced, published and distributed in any way.

- (i) Be advised of breathing zone air sample results and known physical agents or chemicals to which employees are exposed and protective measures and applicable emergency procedures. In addition, whenever it is determined that an employee has had a personal exposure exceeding the permissible level as set forth in 29CFR-1910.1000, Air Contaminants, the Joint Committee shall be informed in writing of such exposure and the corrective action to be taken.
- (j) Review and analyze federal, state or local standards or regulations which affect the health and safety programs within the Corporation.
- (k) Review problems concerning serious or unusual situations affecting plant health and safety and make the necessary or desirable recommendations.
- (l) When either member of the Joint Committee has a reasonable basis for concluding that a condition involving imminent danger exists, relevant information shall be immediately communicated to the co-committee member so that joint investigation can be carried out immediately and necessary or desirable recommendations made. Upon mutual recommendation, the machine or operation will be taken out of service to perform any and all corrective action.

(4) Complaint Procedure

- (a) Each District Committeeperson shall conduct an inspection of their district one weekday each week for the purpose of examining health and safety conditions. The District Committeeperson will discuss with the supervisor and, failing successful resolution, with higher supervision, any problems which they feel requires correction. Every reasonable effort shall be made to settle the complaint at this point through discussion. If the problem remains unresolved, the Committeeperson may complete a "Health and Safety Complaint Form" in writing, in quadruplicate, which will include a statement of all the facts of the complaint.
- (b) Complaints by employees concerning health and safety issues may be taken up in accordance with Article (2.1) of the Master Agreement with the understanding, however, that the Committeeperson, if called, will discuss the matter with the supervisor and, failing resolution, with higher supervision. If the matter is still not resolved, Committeeperson may complete a "Health and Safety Complaint Form," as described in (a) above.
- (c) The member of higher supervision will give answer promptly in writing on the "Complaint Form." The Committeeperson will give higher Management two (2) copies of the "Complaint Form" and transmit one (1) copy to the Union representative of the Joint Committee.
- (d) The Joint Committee will within a reasonable period of time and without undue delay visit the area where the complaint arose and observe the conditions complained of. Within a maximum of three (3) working

days from the day of their visit, the Joint Committee will answer the complaint in writing. A unanimous decision by the Joint Committee will settle the issue. Failing such unanimous decision, the complaint will be discussed at a special conference attended by the Union and Management members of the Joint Committee, the Chairperson of the Shop Committee or Chairperson's designated representative, and another member of Management. If the parties are unable to resolve the complaint in the special conference, the complaint will be answered by Plant Management within five (5) working days. Thereafter, Article (2.4) of the Master Agreement will be applicable. Therefore, the regular Grievance Procedure of the Master Agreement will be applicable.

- (e) Health and safety complaints affecting substantial groups of employees may be initiated by the Health and Safety Representative. To do so, the representative shall submit a completed "Health and Safety Complaint Form" to the Chairperson of the Shop Committee. Should the Chairperson of the Shop Committee, upon investigation of the complaint, determine that the complaint has merit, the Chairperson shall sign the form and present it to Management in a special conference as outlined in (4)(d) above within five (5) working days.
- (5) Nothing herein shall be construed to restrict any employee's rights under Section 502 of the Labor-Management Relations Act, 1947, as amended.
- (6) No provision herein will restrict the right of the Chairperson of the Shop Committee, Zone Committeepersons or District Committeeperson to perform their functions under the terms of the Master Agreement.

A Health and Safety Representative, who is appointed by the International Union, shall have only the duties and functions as set forth in this Memorandum. The representative shall be subject to the provisions of the following Articles of the Master Agreement: (3.4)(A), (3.4)(B), (3.4)(D), (3.6)(A), (3.6)(B), (3.6)(D), (3.8A), (3.8)(B), (3.8)(C), (3.8)(D) and (3.9). Although it is recognized that the representative is not a Zone Committeeperson, during regular hours the representative shall be paid and shall be scheduled to report at the plant for Health and Safety representation purposes as though the representative were a Zone Committeeperson, subject to the provisions of Article (3.4)(A) of the Master Agreement, with a designated Health and Safety representation area on the representatives shift as the representatives zone. During other than regular hours, the representative will be scheduled to report for Health and Safety representation purposes as follows:

- (a) During overtime, part-time or temporary layoffs, or inventory when three hundred (300) or more or fifty percent (50%) or more of the people on the representatives shift in the representatives Health and Safety representation area are scheduled to work.
- (b) During shutdown when one hundred (100) or more of the people on the representatives shift in the representatives Health and Safety representation area are working.

During overtime hours, when less than three hundred (300) or less than fifty percent (50%) of the people on the representatives shift in the representatives Health and Safety representation area are scheduled to work, the representative will not function pursuant to this Memorandum of Understanding, but the representative will be considered for work in the representatives equalization group in accordance with Article (11.9) and (11.9)(K) of the Master Agreement.

The Alternate Health and Safety Representative will be allowed to function in the absence from the plant of the Health and Safety Representative, when such absence is occasioned by the Health and Safety Representative's attendance at a training conference.

Finally, nothing in this memorandum of understanding, the attachments hereto, various policy letters on health and safety, or the joint health and safety training materials is intended nor should it be taken to impose upon the Union a legal or financial liability for the health and safety of Detroit Diesel Corporation employees.

Safe Job Design

The Corporation and the Union recognize the advantages of designing processes and equipment with effective health and safety controls. The parties agree to allow the Health and Safety Committee to review new plant layouts, new manufacturing equipment, and major process changes where employees health and/or safety may be affected.

Effort to Reduce Fatalities

As a continuation of previous joint efforts, the parties agree to jointly implement a strategy designed to reduce and hopefully eliminate fatal accidents. One Union and one Management person will be assigned for the duration of this agreement to administer the elements of this strategy through the Redford Joint Committee on Health and Safety.

Chemical Exposures

During these negotiations, the parties discussed concerns related to control of chemical exposures and employee health. The Corporation advised the Union of ongoing efforts designed to provide control of materials, equipment and layouts used in production processes where employee health and/or safety may be affected.

The parties, also, agree to explore the concept of training hourly employees to assist in monitoring various aspects of the work environment and who would perform such duties under the direction of a DDC Safety Representative.

Furthermore, the Corporation and the Union recognize that the UAW-DDC Hazard Communication Program is an outstanding example of the benefits derived from joint participation. The parties agree to explore methods to improve labeling provisions so that the best interests of the employees are maintained.

Health and Safety Subjects

(1) Working Alone

The parties have discussed the Corporation's policy regarding the assignment of employees to tasks in isolated locations or confined closed-entry spaces. The Corporation explained that when work assignments involve situations hazardous to an employee, appropriate precautions will be taken in accordance with safe work practices, including air sampling and ventilation when necessary, communications systems, personal surveillance arrangements and, as required, adequate support personnel. This will not change or restrict any mutually satisfactory local practices.

- (2) The Corporation agrees to provide additional joint health and safety training to enhance the safety awareness, hazard recognition, and technical skills of DDC employees, the Joint Committee on Health and Safety will develop guidelines to be used. Requests for funds to cover costs associated with training programs which meet the established guidelines may be referred to the DDC Manager of Training and Organizational Design.

SKILLED TRADES SETTLEMENTS

1. Employee Tools and Tool Boxes

In those cases where employees are required by Management to provide their own tools, Management will replace or repair such tools, turned in provided they are damaged or broken doing work for Detroit Diesel Corporation and there is no negligence on the part of the employee. In the case of tools replaced under this Demand Settlement they become the personal property of the employee and they will not be marked with any company identification.

In the case of employees going on sick leave or other extended periods of absence, or where other circumstances would justify it, upon request of the employee the proper steps will be taken to effectively safeguard the employee's tool box and tools during this absence (for instance sealing the tool box and storing it in a safe place).

Furthermore, Management will provide roller type tool boxes to those skilled trades employees upon obtaining seniority, where it is required in the performance of their job. Management will continue to provide these type devices to skilled trades seniority employees, consistent with the existing provisions of this Demand Settlement.

2. Leaders - Temporary

In situations where skilled trades leaders are absent or on a Leave of Absence for less than one (1) week with advance notice (i.e. training, vacation, etc.) a working leader will be temporarily established and paid accordingly for the duration of the absence.

3. Lockers

Management will provide maintenance skilled trades employees who so desire two lockers (side by side) in the regular employee locker room. It is understood that this may require locker relocation of other employees.

4. Related and/or Specialized Training

In the event technological changes affect job assignments in the plant, special training and instructions are afforded those employees assigned to that specific work whenever possible. When additional outside training is required, employees are selected on the basis of training needed to complete job assignments directly affecting the employee's area of responsibility. In those cases where certain skilled trades employees may be sent to outside schools for specialized training, other skilled trades employees will be assigned to work with these employees in order to gain knowledge of specialized training as may be required in their job assignments. Employees receiving specialized outside training will be paid all lost wages in excess of eight (8) hours a day provided their respective EOT is scheduled full. In cases where their respective EOT is working partial the employee will not be charged for any overtime that would have been available provided it was not worked. Management is agreeable to continue this general policy of providing additional training where necessary for employees to progress with technological advancements. Insofar as which employees will be chosen to receive specialized training, seniority will be the basis of selecting who will attend from skilled trades employees within a defined work area (i.e. department, zone).

Management is agreeable to train employees, time permitting, who express a genuine interest in learning to operate

new equipment (ie. gear cutting), which is required within the scope of their job assignments.

5. Test Stand Oil Filters

Test Stand oil filters are mounted by use of a single bolt on the top of the filter or a twist off type is utilized. The work has always been a part of the test operators job assignment and requires a minimum time to change. Skilled Trades will continue to be assigned to change the master oil filter on the central oil supply system as has been done in the past.

6. Outside Work Assignments

New jackets for outside work during winter weather have recently been purchased for use by maintenance skilled trades employees. Management assures the Union of its intent to continue this practice and not change the type of jacket (heavy weight, insulated lining, hooded parka). Management will provide proper cleaning, replacement and repair on an as needed basis.

7. Proof of Journeyman Status

Journeypersons will be hired in compliance with the terms of the Master Agreement. In the event the status of a new hire journeyperson is challenged by a skilled district or shop committeeperson, proof of journeyperson status will be shown the skilled committeeperson concerned upon request to the Industrial Relations department. The skilled Shop Committeeperson will be furnished a copy of the weekly activity report.

8. Engineering Laboratory

It is Management's policy that skilled tradespersons perform work that historically has been skilled trades work at DDC in the Engineering Laboratory (i.e. heat exchangers, fuel scales, dynamometer repair). A review will be made of these requirements in the Engineering Lab., falling within the bargaining unit jurisdiction, with Plant Engineering and E-4 Lab Management, to insure compliance with Article (1.4)(B) of the Master Agreement.

9. Project Reworks

An account will be established in Manufacturing Services for the purpose of capturing excess labor and material costs due to reworked projects.

10. Department E-5

As concerns assignments in Department E-5, this work normally involves non production or "one-of-a-kind" type parts. As an example, special fabrication and modification to individual parts or items is performed during early stages of engine development, and no standard part or specific engineering specifications have been developed.

At the stage of development that parts and equipment have been placed into standard production in Department 5, that is those parts which are constructed according to specific engineering specifications, for example, individual blueprints, bargaining unit employees will continue to be responsible for fabrication of these standard items including modification of departmental production parts when additional engineering specification requires deviation from the original plans.

It is understood this settlement will not change any practice or procedure currently in effect.

11. Department E-5 Data Sheets

Employees classified Toolmaker Machinist AA working in Department E-5 are currently assigned to completing data sheets from blueprints. Management is therefore agreeable to continue assignment of this work to the bargaining unit as has been performed in the past.

12. Job Assignments - Skilled Trades

Job assignments will be made on a fair and equitable basis, including the rotation of less desirable jobs such as jobs outside of the tool room.

Management will give consideration to skilled trades employees' requests to rotate job assignments in line with its desire to maintain job assignments on a fair and equitable basis as far as practical while maintaining departmental efficiency.

- (a) Skilled trades employees desiring to transfer to a specific area of skilled trades (i.e. zone to zone, zone to construction) may make application on forms provided by Management. The application period will be the last two weeks of January of each year. Employees who apply will be moved by the third Monday in February, seniority permitting. (Department 594 contains three zones, i.e. M-7, M-8, and S-60 Assembly/Test).

In lieu of volunteers from the affected area, the lowest seniority employee in the area will be removed. This rotation procedure does not impact employees rights under the transfer procedure and applies to the same shift only.

13. Outside Contracting-Tool and Die

Management is not agreeable to expand the provision currently contained in Article (6.14)(E) of the Master Agreement. However, Management will, when time and circumstances permit, hold discussion regarding the contracting out of any Tool and Die work with the Shop Committeeperson or Shop Committeepersons whose zones are affected. In those discussions Management will allow for input by the Union and give appropriate weight to that input.

14. Inclement Weather Equipment - Garage

A company pick-up truck is available to Garage Mechanics upon request when required to carry out job assignments during inclement weather.

15. Preventative Maintenance

Management recognizes the relative merits of a Preventative Maintenance Program for all skilled trades and maintenance employees. Management will jointly explore any ideas presented by Skilled Trades employees for setting up good preventative maintenance programs in the future.

16. Tool Room-Sketches

Verbal instructions are an inherent element of work assignments within the Tool Room. In those situations requiring additional information employees will be provided a sketch upon request.

17. HVAC Contractor E-4 Lab

Management is agreeable to have the Air Conditioning employees work with the outside firm that services the air conditioning, heating and ventilation in the E-4 lab. However, a service contract will still be in effect for emergency purposes.

SKILLED TRADES LINES OF DEMARCATION

INTRODUCTION

During these negotiations lines of demarcation issues were discussed and resolved. It is the intention of Management that related work assignments of skilled trades employees be made on the basis of these settlement issues. Periodic reviews of work assignments will be made to insure compliance with these settlements. In the event an area of conflict in skilled trade assignments develops, the specific issue will be resolved according to the provisions of Article (6.14)(A) of the Master Agreement.

The following list of demarcation issues represents an accumulation of *past grievance settlements, understandings, local practices* and lines of demarcation settlements concerning problems with work assignments of skilled trades employees.

LINES OF DEMARCATION COMMITTEE - MEETINGS

Management is agreeable to permit meetings of the Skilled Trades Lines of Demarcation Committee in the plant on company time. Upon request Management will be given time to present its view on any issue which is in dispute between the Union and Management. Both the frequency and length of such meetings would depend on attendant circumstances at the time. *It is intended that such meetings be conducted as a joint problem-solving effort as concerns skilled trades lines of demarcation issues. Either party reserves the right to cancel this settlement with written thirty (30) day notice of intent to the other party.*

The Lines of Demarcation Committee will consist of the following areas:

Cutter Grinder	Air Conditioning
Inspector Tool & Die	Boiler Operator
Instrument Repair	<u>Carpenter/Painter</u>
Machine Repair Machinist	Electrician
<u>Millwright/Welder</u>	Pipefitter
Tool Hardener	Toolmaker Bench
Tinsmith	<u>Toolmaker Machinist AA</u>
	Truck Repair

AIR CONDITIONING

- a. Responsible for all AC Equipment and Refrigeration capabilities.
- b. Responsible for silver soldering copper lines relative to AC equipment throughout the plant.
- c. Responsible for operation and maintenance of air compressors and air-chillers in the compressor room.
- d. Responsible for maintenance filters (hand crank roll type and pad type) on all fresh air (make up) units, heating units, window type air conditioning units.

BOILER OPERATOR

- a. Responsible for necessary removal and replacement of internal parts required to properly prepare the boilers for routine annual inspection by the insurance inspector. In the event the boiler room is in operation, one operator will be assigned to monitor boiler room activity while the necessary maintenance will be performed by additional Boiler Operators.

Associated maintenance work that may be required will continue to be assigned to the respective skilled trade involved according to local practice.

- b. Responsible for boilers in waste treatment and oil stores. (06-15-93).

CARPENTER/PAINTER

- a. Responsible for installation of all drywall, taping, and plastering.
- b. *Responsible for maintenance of wood block flooring.*
- c. Responsible for installation of replacement of glass substitutes for wood (e.g. display cases).
- d. Responsible for installation of wooden bulletin boards, display racks, wood frame and canvas signs, etc.
- e. Responsible for cutting, drilling and installing of wood blocks used as protective devices on storage racks and part storage holders.
- f. Responsible for the cutting and drilling of plastic or teflon used as protective devices on tool storage racks and part storage holders.
- g. Responsible for the assembly of office furniture, for example computer stands attached to desks. This does not preclude vendors performing work when warranty obligations are involved.
- h. Responsible for erecting, dismantling and moving of pre-fabricated metal office partitions.

- i. Responsible for the installation and removal of reusable wooden curbing.
- j. Responsible for cutting wood backing for card reader supports.
- k. Responsible for measuring and fabricating wood panels for overhead roll-up doors on vehicles, as well as all machine and hand operations on wood panels including drilling of holes and grooving.
- l. Responsible for scraping and removal of loose paint, filling cracks and taping and masking machines only as required to prepare the surface for paint. The responsibility for machine cleaning will not be performed by skilled trades employees.
- m. Responsible for cutting, installation or replacement of glass substitutes (e.g. plexiglass windows in blow-out booths).
- n. Responsible for painting of machinery, racks, baskets, bins and stencil (decal) lettering and numbering.
- o. It is not Management's intent to assign non-bargaining unit employees to painting work historically performed by bargaining unit employees nor is it Management's intent that painting work historically performed by skilled trades be assigned to non-skilled employees. As an example, when air, coolant or oil drop lines are to be painted, in a department, such work properly falls within the skilled Carpenter/ Painter classification. Management will review the above with Plant Supervision in order that painting work be properly assigned.
- p. Responsible for installing Brady Markers on the black, tubular storage racks.

- q. Responsible for laying out and restriping of parking lots.

ELECTRICIAN

- a. Responsible for moving motors from the electric shop to the storage area when no special handling is required, e.g. carrying by hand or use of hand truck. Millwright/Welder will be responsible for moving motors to the storage areas provided special handling or rigging is required. The Millwright/Welder classification will continue to be utilized to perform all other moving of motors as required in the past.
- b. Responsible for mounting all limit switches.
1. The brackets which support such switches shall be made by an Electrician with the help of necessary trades as needed.
 2. Electricians shall mount such brackets to machines, fixtures, conveyors, etc.
 3. If mounting brackets require toolroom work to be done, such as slotting holes, this work will be done by Toolmakers and returned to Electricians for mounting.
- c. Responsible for removing, replacing and repair of mechanical-electrical type brakes and clutches is performed jointly by the Machine Repair and Electrician classifications. The replacement of brake shoes, clutch material, as well as the adjustment of the mechanical components falls within the Machine Repair responsibilities. The repair and maintenance of electrical connections, solenoids and other electrical actuating devices falls within the Electrician responsibilities. This understanding does not include hoists and cranes which continues to be the responsibility of the Electrician classifications.

- d. Responsible for calibration and maintenance of the associated signal conditioning and transducer equipment used in the department 322 test cells.
- e. Responsible for repair of electric motors, e.g. changing armatures, bearings, etc., as has been historically performed. It is understood these repairs do not include major repairs such as rewinding or electric motor repairs performed by the Truck Repair (Gas and Electric Mechanic) classification.
- f. Responsible for the maintenance of battery charging equipment.
- g. Electricians will use chain-falls, ropefalls, hi-los and the lift-a-loft as a working platform. They will do their own rigging when putting up and taking down electrical light fixtures, taking down and putting up electrical distribution buss, and changing bearings at motors that cannot be removed from the job for repair.
- h. Responsible for the repair and maintenance of electrical components such as contact shoes, insulators, buttons, buss bar, anodes, plugs, pins, jumpers, etc. on the tin tanks. The mechanical repair and maintenance on these tin tanks such as removal and installation of all carrier arm assemblies, replacement of bearings and fiber wheels, etc. falls within the Miltwright/Welder classification.
- i. Responsible for the maintenance and repair of the complete carrier rack assembly on the tin tank. In cases of mechanical damage to the carrier rack assembly, any repair including welding will be the responsibility of the Tool Room.
- j. Responsible for reading and monitoring of power factor meters in switch gear rooms.

- k. Going into panel boxes on the new and old Wilsons will be done jointly by Electricians and Instrument Repair to set parameters (micro processors) (06-15-93).
- l. Responsible for maintaining all tape machines and electrical panel filters.

INSPECTOR - TOOL & DIE

- a. Concerning the operation of the Sheffield Cordax Measuring machines located in department 794. Charting the nominal dimensions from reference points on the blueprint to a data sheet for use in the two (2) machines in question is properly assigned to employees in the Inspector-Tool & Die classification. Operation of these machines by the Inspector - Tool & Die includes use of the keyboard to "call-up" measuring routines.

INSTRUMENT REPAIR

- a. Under normal circumstances, responsible for the repair of all mechanical measuring instruments, when within the capability of Bargaining Unit employees.
- b. Responsible for the routine servicing of this Rockwell Hardner tester. Such routine servicing includes minor calibrating, set-up, checking indicators, and replacing control points. Bargaining unit employees will continue to be assigned to such work as they may have performed in the past.
- c. Responsible for the certification of Wilson rockwells.
- d. Responsibility for repairing the Edmonds gage is as follows; toolmakers will install upper and lower bearings and wheel and drive belts. Wobble plates and attaching parts shall be the responsibility of Instrument Repair. Both trades will work together whenever possible (09-24-92).

MACHINE REPAIR

- a. Responsible for maintenance of hydraulic cylinders, for example, components used in the operation of fixture jacks and clamps. It is further recognized this work includes installation and removal of associated hydraulic lines. This issue will not change any practice currently in effect concerning the Truck Repair (Gas and Electric Mechanic) classification.
- b. Responsible for rebuilding, installing and re-setting of spindle centers (gear lash and bearing preloads) when such spindles are an integral part of a machine head. However, established center line positions of precision boring spindles shall remain Toolmaker work.
- c. Responsible for repair of cluster packages when such units are self-contained.
- d. Under current operating conditions and present applications, responsible for the aligning, repairing and installation of grinder dressers when they are a standard integral part of the machine. Dressers of special designs, that are an integral part of a fixture such as found in departments 521 and 522 on the valve seat grinding operations is Toolmaker work.
- e. The removing, replacing and repairing of pressure switches may be performed jointly by the Machine Repair and Electrician classifications, e.g. pressure adjustment and actuating cylinder removal properly belongs to the Machine repair classification; whereas electrical connections within the pressure switch falls into work performed by the Electrician classification.
- f. Responsible for the repair and installation of drill heads, mill

heads and machine gear boxes. Plant re-arrangement (e.g. between departments) and new installations of columns and machining bases properly falls within the Millwright/Welder classification. As is the current practice, necessary alignment will be performed by the Toolmaker classification; however, if during the course of the work rigging or leveling is required such work will be assigned to the Millwright/Welder classification.

- g. Management is agreeable to continue to assign the Toolmaker and Machine Repair classifications to new machine installations provided the services of these classifications are required. In addition, no assignments will be made that infringe on other recognized skilled trades work.
- h. Responsible for maintenance and installation of lubrication systems, including hydraulic lines. It is understood that the settlement of this issue is not intended to change or otherwise alter the current function of the Oiler classification.
- i. Responsible for removal and installation of oil mist blocks.
- j. Responsible for maintenance of tool compensator units, including installation and removal. It is understood this does not include the installation, removal and repair of boring heads (e.g. the Modco head) which will continue to be assigned to the Toolmaker classification.
- k. Responsible for the installation, removal and maintenance of taper bars and draw bars.
- l. Under present operating conditions, the responsibilities of the employees in the Oiler classification shall include pumping out oil from oil reservoirs and gear boxes on machines and equipment and to pump oil into such reservoirs and gear boxes.

The Machine Repair classification responsibilities will hereafter include:

1. Remove, clean, repair (if necessary) and replace covers on all oil reservoirs and gear boxes (hydraulic and lube oil).
2. The dismantling, repair and inspection of hydraulic oil reservoirs.
3. Inspect and replace (as required) filter elements and gages when such element or gage is a part of an oil reservoir or gear boxes.

This agreement in no way affects the other recognized responsibilities of either Machine Repair or Oilers.

- m. Responsible for the removal of broken screws or bolts on equipment which is properly assigned to Machine Repair.
- n. Responsible for Pillow Block bearing replacement and repair operation 60 DE49486 in department 586.
- o. Rubber or sheet metal way covers that are a part of the machine will be removed and reinstalled by Machine Repair. In the case of sheet metal, Tinsmiths will make the repair for the Machine Repairman who will reinstall (06-15-93).
- p. Responsible for the drive shaft universal joint and boot on Wison machine. (6-15-93).

MILLWRIGHT/WELDER

- a. Responsible for repair of balancers.
- b. Responsible for setting blowers and fans in those areas where

their assistance is required due to the size of such equipment.

- c. When the pump and motor are separate units, and alignment is an important factor, the original mounting and aligning of both pump and motor shall be assigned to Millwright/Welders. This includes drilling and tapping of holes.
- d. Responsible for moving a desk, chair, table, cabinet, filing case, etc., when a moving job requires the use of a hoist or other equipment to raise or lower furniture on floor level or from one floor level to another or when the furniture move requires cranes, hoists, cats, other powered or hand equipment or platform trucks.
- e. Responsible for installation of steel signs (e.g. parking lot stop signs). If such signs are connected to wood however, the work properly falls within the Carpenter classification.
- f. Responsible for the fabrication and installation of highway-type guard rails.
- g. Responsible for:
 - 1. *Moving pans from storage to any new set-up or layout regardless of where they are stored.*
 - 2. *Any movement of tubular steel racks.*
- h. Responsible for storing of angle iron, channel iron, bar stock, steel plate, round bar stock, and round or square tubing in the weld shop.
- i. It is recognized by all concerned that the work involved in the fabrication and installation of floor supported roller conveyors work is that of the Millwright/Welder. It is further recognized that efficiency in the performance of the work is the

primary criterion on which this agreement is based.

- j. Responsible for the moving of roller conveyor or overhead monorail, from the receiving dock to the area where the work is to be completed.
- k. Responsible for the moving and setting of heavy duty storage racks (e.g. the black, square tubular racks and angle iron racks) involving plant layout and rearrangement.
- l. Responsible for movement of large tool cabinets.
- m. Responsible for moving and returning to storage large coils, where special rigging is required, from the Maintenance storage area to the job site.
- n. All qualified maintenance department employees may use platform equipment including "Lift-a-Lofts", "Verta-Lifts", manual and powered, and lift trucks with platforms. The Millwright/Welder classification is properly assigned use of boom trucks, cranes and caterpillar tractors with power winches. The Millwright/Welder classification will also be employed to assist other skilled trades with the lifting of equipment and materials provided the use of cranes or hi-lo vehicles is required due to the size and weight or rigging and special lifting skills.

It is recognized between the parties that each skilled trade is responsible for lifting and installing associated service equipment and material after Millwright/Welders have lifted and installed the primary piece of equipment.

- o. Responsible for all rollers on conveyors, handling system conveyors, and fixtures, with the exception of precision rollers and transfer bar rollers which will be the responsibility of the Toolmaker.

- p. Responsible for drilling and tapping of riser blocks used to install under machines for leveling is work.
- q. Responsible for movement of broach cutters when of sufficient size to require rigging or special handling.
- r. Responsible for lifting and removal of industrial powered vehicles from delivery vehicles, where batteries have not been installed, to the dock area.
- s. Responsible for fabrication and repair of floor mounted light stands.
- t. Responsible for fabrication, removal and installation of chip conveyor scrapers, with the exception of magnetic separator scrapers.
- u. Responsible for moving, loading or unloading of machinery and equipment requiring special handling because of size. Also responsible for moving Cushman-type scooters, flatbeds, walki-stacker type material transports and engine mules, which are not towed or pushed to the garage.
- v. Responsible for fabrication and installation of headers for building equipment, for example heaters, fans, monorails, etc. Also responsible for screen or sheet metal overhead guarding, framing for the "power and free" system. Whereas all screen guard framing for monorail parts conveyor is proper assignment for the Tinsmith classification. The parties further recognize that fabrication and installation of hangers for associated service function to building equipment, for example conduit connected to transformers, sheet metal ductwork, lighting, etc.. is proper assignment for each respective skilled trade involved.

- w. Responsible for the removal and reinstallation of gear box covers when project work is performed on the assembly line turnover gear boxes, e.g. if an assembly line is shut down for maintenance. If however, a few of the gear boxes require greasing or lubricating, e.g. four(4) or five (5) gear boxes necessitating normal lubrication at various locations on that assembly line, this work of removing and reinstalling the gear box covers properly is assigned to the Oiler classification.
- x. Responsible for installation and replacement of belts on furnaces, washers, fans, conveyors and ovens. It is recognized by the parties that vehicle belts are not included in this settlement.
- y. Responsible for the installation of building supply lighting transformers.
- z. Responsible for fabrication of the roller conveyor portion of storage racks, for example the valve and injector storage racks. Associated work with these storage racks will continue to be performed by the respective trade involved.
- aa. Responsible for patching of AGV guide paths in S-60, however the application of applying the colored epoxy for the guide path belongs to the Carpenter/Painter classification.
- bb. Responsible for the repair, bending and straightening of hooks and baskets.
- cc. Responsible for welding of component fabrication, including hole making operations to complete the total welding fabrication assignment, and fabricated assemblies requiring drilling and tapping of holes for mounting motors and gear boxes.
- dd. Responsible for fabrication of tanks, including cutting, welding, transporting, and erecting.

- ee. Responsible for replacing brass with teflon.

PIPEFITTER

- a. Responsible for repair and maintenance of air motors. This issue does not include the repair and maintenance of small air operated tools which have been properly assigned to Machine Repair.
- b. Responsible for the installation or replacement of flexible (flex-tubing) engine exhaust pipes where such stacks are permanently connected to an exhaust system (e.g. flex-tubing connected to system located in the test rooms).
- c. It is mutually agreed that the cleaning of the internal surfaces of the heat exchangers on the two 300 ton Carrier Refrigeration machines, located in the utility room, will be performed by one Pipefitter and one Air Conditioning man working together.
- d. MOUNTING OF PUMPS AND MOTORS
 1. When the pump and motor are one unit (motor pumps) which are "pre-aligned" the original mounting job shall be assigned to the Pipefitters, except when the help of a Millwright/Welder is needed.
 2. In the event a "pre-aligned" motor pump unit is required on a piece of equipment being fabricated in the welding shop, the Millwright/Welder shall have the pump brought into the department to check hole centers and size; proceed to fabricate suitable steel blocks, drill, tap, cut outlet hole and weld in place. A Pipefitter or Millwright/Welder, whichever trade is required, will then be assigned to mount said pump.

- e. Pipefitters will assist the Millwright/Welders in the setting of pumps, air cylinders, couplings and pipes on tanks and washers.
- f. The starting up of heat treat furnaces will be performed by Pipefitters (however, if the Pipefitter cannot light the furnace an Electrician's assistance may be needed).
- g. Responsible for the installation, repair, removal and maintenance of air cylinders and air bellows units on Geshalt and G.M. Balancers. The coupling adaptors on such units will continue to be machined in the Tool Room.
- h. Responsible for maintenance of washer piping systems, including, cleaning and adjusting spray jets. It is understood between the parties that if repair work requires removal of access doors, this work is included in the Pipefitter's assignment.
- i. Responsible for removing salvageable fittings from pipe.
- j. Responsible for packing of valves in the Boiler Room.

TINSMITH

- a. Responsible for the sheet metal fixtures, such as towel dispensers, soap dispensers, toilet paper holders, that are installed in rest room and office areas.
- b. Responsible for the installation, repair and bracing of sheet metal cabinets.
- c. Responsible for installation and replacement of sheet metal substitutes (e.g. plexiglass when utilized as a sheet metal component).

- d. Responsible for the installation and removal of metal machine name plates, station number plates and metal signs.

The initial installation of parking lot signs and stop signs in the plant will continue to fall within the Millwright/Welder classification. However, the maintenance and repair of all metal signs will be considered to fall within the Tinsmith classification.

- e. Responsible for the installation and repair of metal bulletin boards.

- f. In the event an industrial powered vehicle must be "bumped-out" in an effort to restore it to an original condition such work will be performed by the Tinsmith classification. The fabrication of new component sheet metal parts for industrial powered vehicles is proper assignment for the Tinsmith classification.

- g. If a sheet metal door, e.g. an office door, is removed to the Tin Shop to be bumped out in an effort to restore it to original condition this work will be performed by the Tinsmith classification.

- h. Responsible for the initial installation of sheet metal guards on new machinery or equipment. The fabrication and maintenance of sheet metal guards will continue to be the responsibility of the Tinsmiths. In the event sheet metal guards are removed to the Tin Shop for repair, Tinsmiths will be assigned both removal and reinstallation of the guards.

The guards listed below are assigned to the Tinsmith classification.

Number of Items	Item	Dept	Machine Name	Machine No.	Bay Location
2	Guard	504	Cross	DE 40467	K1
3	Guard	504	Ingersoll	DE 40455	J1
3	Guard	504	Ingersoll	DE 40002	H4
3	Guard	504	Ingersoll	DE 40004	E4
3	Guard	504	Ingersoll	DE 40003	E4f

All other guards, incidental to the work involved, shall be removed and reinstalled, by the trade performing such work.

- i. In the event machines require repair necessitating removal of water tight guards, for example Acme Gridleys, the removal and installation of these guards is properly assigned to the Tinsmith classification.
- j. Based upon a settlement by the Joint Committee on Health and Safety regarding the installation and removal of guards, it is understood between the parties there is no intent that recognized Tinsmith work historically assigned to this classification be assigned to non-skilled employees. In addition, Tinsmiths are currently assigned to zone maintenance where assignments are made on a daily basis.
- k. Responsible for special modification or angle cutting of square ductwork while straight cutting of this electrical duct is properly assigned to the Electrician classification.
- l. Responsible for the installation of plastic or teflon protective devices on Material Handling conveyor systems.

- m. Responsible for filters on all blow-out booths (except department 502 blow-out booth).

Grid room filters.

Heat Treat equipment.

Portable dust collectors (e.g. those located in department 871).

TOOL HARDENER

- a. Responsible for replacing bricks in the furnaces used only *in their department*.

TOOLMAKER BENCH

- a. Responsible for the removal, repair and installation of bushing plates.
- b. *Responsible for the lining up of columns, heads and tables on all grinders.*
- c. Responsible for the installation, maintenance, removal and repair of guide pads in the 504 department. Millwright/Welders will assist when deemed necessary.
- d. New installation of transfer bars is properly assigned to the Millwright/Welder classification. This does not preclude the Toolmaker from being involved in initial installation when recognized Toolmaker work is performed. The maintenance of all transfer bars is work properly assigned to the Toolmaker classification. After the initial installation of a transfer bar, when maintenance is required which involves special rigging, e.g. due to size and weight, the Millwright/Welder will assist the Toolmaker when necessary. It is understood that this maintenance does not include hydraulic components.

- e. Responsible for scraping and flaking of fixtures.
- f. Responsible for the removal of broken screws or bolts in fixtures or other equipment.
- g. Responsible for the installation, removal and repair of Segment Holders.
- h. When a positive stop is used to position a fixture or part, for centerline or zero position, a Toolmaker can adjust the positive stop. Also Machine Repair can adjust positive stops machine travel vertical or horizontal limits of travel or table or slides. As in the past jobsetters and operators may also adjust stop for new setups or changes. The repair of positive stops on machines is the work of Machine Repair. The repair of positive stops on fixtures is Toolmakers (05-18-94).

TRUCK REPAIR

- a. Responsible for the installation, repair and removal of electric motors in electric vehicles. Under current operating conditions, bargaining unit Truck Repair Mechanics will be utilized to make repairs to drive motors within their capabilities. The Parties recognize that some motors must be sent out for repairs because of a need for specialized service and the need for emergency repairs when bargaining unit mechanics are not available.
- b. Responsible for major bicycle repairs and the assembly of new bicycles.
- c. Responsible for the removal, installation and adjustment of the overhead roll-up doors on trucks, including the replacement or adjustment of rollers and springs.

- d. Responsible for the installation, repair, and removal of battery chargers mounted on electric scooters.

- e. Responsible for maintaining automatic-guided vehicles (AGV's). However, when the repair problem is beyond the skill level of the Truck Repairmen, the assistance of the appropriate trade will be called upon to facilitate vehicle repair. The external portions of the AGV system including other electrical work will be the responsibility of the Electrician classification. The replacement of mounting plates for the engine turnover will be the responsibility of Toolmakers. AGV circuit boards presently repaired by Garage Mechanics will remain their work (06-15-93).

GENERAL SECTION

a. REGARDING CUTTING OF MATERIALS

Non-productive materials to be used in fabrication by the skilled trades will be cut and shaped as part of the skilled trades job assignment.

b. YARD LABOR MAINTENANCE ASSIGNMENT

1. It is recognized that the job of moving a desk, chair, table, cabinet or filing case from one position to another may rightfully be assigned to the Yard Labor Maintenance classification. Equipment that may be used in performance of this work would include trucks for moving, but not lifting furniture from one floor level to another and two (2) and four (4) wheel dollies.

2. Responsible for removal of residue sludge from machines after pumped out.

c. As concerns snow removal work, it is Management's position that outside contractors are only used to supplement bargaining unit employees as agreed upon on a yearly basis between Union and Management.

d. The respective skilled trades classification is responsible for cement breaking operations when it is required that cement be removed in order to complete a total job, such as Pipefitters extending piping through a concrete wall, Millwright/Welders installing guard rails or parking lot signs through asphalt, Electricians running conduit through cinder block walls, etc.

e. Management must point out that factory service representatives normally work only on equipment still under warranty

or that which is not qualified to be released for production purposes. On occasion, these service representatives may be called upon to perform various repairs when such work cannot be satisfactorily completed by bargaining unit employees. In any event, skilled trades employees are assigned to work with service representatives when work is within the scope and abilities as well as equipment and tool capabilities at this location. It must be recognized that some machine or equipment repairs cannot be completed in the plant because of the need for specialized tooling and equipment, special skills, and the necessity of meeting production schedules.

Management has currently instituted a procedure by which all requests for factory service representatives will be coordinated through a centralized location at which point the decision will be made as to whether or not bargaining unit personnel have the capabilities to properly complete the assignment according to established time and production deadlines.

In situations whereby the service or repairs to equipment which is still under warranty are of a nature that Bargaining Unit Skilled Trades employees are already trained and qualified to do such work, Skilled Trades employees need not be assigned to work with the factory service representative.

Management will, when practical, provide notice to the Union whenever Factory Representatives are called in for the performance of warranty related work.

- f. Operation of the shear and power break in the maintenance department will be performed only by qualified maintenance skilled trades personnel. In addition, signs will be posted on the respective machines indicating that only properly trained employees may operate this equipment.

Employees who are properly trained but do not regularly operate the equipment will secure supervisory permission to use said equipment.

- g. The Manufacturing Services classification assigned to a specific job assignment will continue to be responsible for any required portable scaffolding. As an example, the Carpenter/Painter classification will erect, move and dismantle scaffolds during painting assignments. It is recognized between the parties this does not preclude the use of existing portable scaffolding that is available.
- h. Installation of fiberglass insulation will be by the respective trade involved as is the local practice, for example, insulation connected to wood studs or firing strips is proper assignment for the Carpenter/Painter classification.
- i. Power Sweepers are responsible for operating the outside sweeper.

1999

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JULY

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2002

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AUGUST

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November 2002

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DECEMBER

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MARCH

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OCTOBER

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DECEMBER

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2004**JULY**

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FEBRUARY

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MARCH

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NOVEMBER

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DECEMBER

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ROBERT PLAGANY, PRESIDENT
NORTHWEST LOCAL 163, UAW
22635 PLYMOUTH ROAD
DETROIT MI 48239