

**2003
Local Agreement**

Between

**GM Powertrain
Flint Engine South Plant**

And

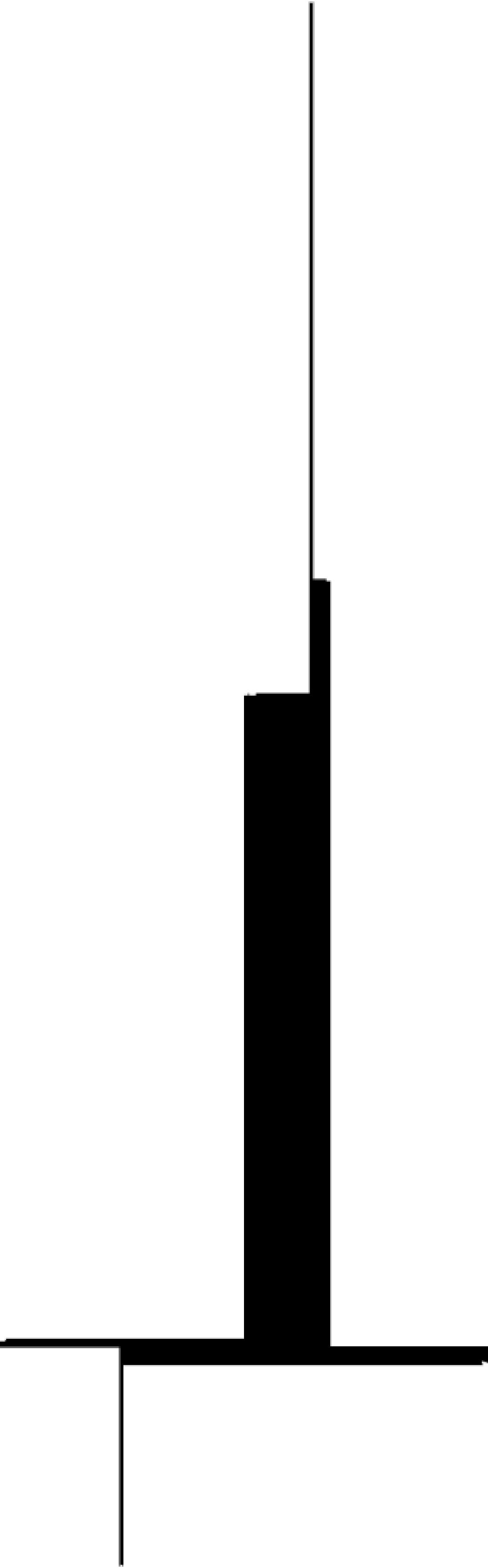
UAW Local 659



Effective September 24, 2003

Revised August, 2007





**GENERAL MOTORS POWERTRAIN
FLINT ENGINE SOUTH PLANT
GENERAL MOTORS CORPORATION**

K#9214

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MEMORANDUM OF UNDERSTANDING LIVING AGREEMENT

Since its inception, the GMPT Flint Engine South Plant has earned the respect of its peers for producing world-class engines through teamwork, commitment, and mutual respect. With over 1 million engines assembled to date, the entire FES team should be proud of its many accomplishments within the areas of People, Safety, Quality, Responsiveness, and Cost.

As partners in the business of producing engines, we will continue to strive toward improving our operations in light of the fierce competition consistently presented by our global competitors. We cannot be satisfied with the status quo, but rather must push the envelope of conventional wisdom to attain new levels of productive achievement. To do so, an environment of cooperation and joint leadership shall remain as the basis for our shared success.

At the foundation of this environment are the Quality Network Beliefs and Values. Through this foundation, we continue to focus on People, Teamwork, and Continuous Quality Improvement. We will conduct our business in a manner exemplified by cooperative union-management relations, acknowledging that at all times we must lead by example. Our relationship will be built on trust and mutual respect through our willingness to communicate. Enhancing meaningful dialogue requires that we must actively listen to one another and voice our concerns in a timely, structured and orderly fashion. As concerns arise, we will address them by utilizing the problem solving and consensus decision-making processes.

It is our mutual belief that this approach will enable us to respond to changes in the marketplace and our operating environment. The cornerstone to this agreement is a universal recognition that both flexibility in response to change and continuous improvement are essential to remain viable. We are committed to adhere to the concepts and requirements set forth in the Quality Network Action Strategies and Global Manufacturing System. This process exemplifies the belief that people are the key to any successful operation and, therefore, a learning environment will be supported and encouraged. Proper training and implementation of this system ensures that all employees have control over, and input into, the future successes of this plant, as well as being active participants in managing the business.

This agreement will be terminated or modified only if either party notifies the other in writing at least sixty (60) days prior to their intent to terminate or modify.

**GENERAL MOTORS POWERTRAIN DIVISION
FLINT ENGINE SOUTH PLANT
GENERAL MOTORS CORPORATION**

LOCAL SENIORITY AGREEMENT

1. This agreement entered into this 24th day of September, 2003, between Flint Engine South, General Motors Corporation and Local 659, United Automobile, Aerospace and Agricultural Implement Workers of America. It is understood that this Agreement must be approved by GMPT and the Corporation, and the International Union UAW. In the event of failure of approval by either party, the matter will be referred back to the parties for further negotiations.
2. The purpose of this local agreement is to define the seniority provisions that will govern the seniority status of employees within the Flint Engine South Plant bargaining unit.
3. The entire plant shall constitute one (1) seniority unit consisting of two (2) divisions.
 - A. Division I includes - All hourly-rated employees in the plant except those employed in the skilled trades classifications.
 - B. Division II includes - All hourly-rated employees in skilled trades classifications.

ACQUIRING SENIORITY

4. Employees may acquire seniority in accordance with the provisions of the National Agreement.

In placing employees' names on the seniority list in accordance with Paragraph 58 and Appendix A-Section VIII of the National Agreement where two (2) or more employees have the same seniority date, they shall be listed on the seniority list alphabetically by last name, "A" through "Z". Employees in Division II with the same date of entry seniority shall be listed on the basis of their plant-wide seniority (i.e. the longer seniority employee will be listed first). Employees with the same plant seniority and date of entry shall be listed alphabetically by last name, "A" through "Z". In the event of a reduction in force, employees with the same seniority date will be reduced alphabetically beginning with the letter "Z." Such employees will be recalled in reverse order beginning with the letter "A". Employee name changes subsequent to November 25, 1987 will not be the basis for a change in seniority status.

5. Seniority in Division I shall be numbered Non-Interchangeable Occupational Groups within the designated functional areas by teams within a department, as follows:
 - A. Engine Assembly
 - B. Machining – Heads
 - C. Machining – Cases
 - D. Machining – Crankshafts
 - E. PC&L
 - F. Other

6. Seniority in Division II shall be numbered Non-Interchangeable Occupational Groups as hereafter provided:
 - A. Electrician
 - B. Machine Repair

- C. Millwright
- D. Pipefitter
- E. Toolmaker

Note: Employees in the aforementioned Non-Interchangeable Occupational Groups are members of individually specific teams to support either plant-wide or area functional groups.

Temporary Layoff and Recall Divisions I & II

- 7. Layoffs, for any reason, which are known at the time of layoff not to exceed 6 months, will be considered temporary layoffs.
- 8. Employees who are not reassigned to other work will be sent home as their equalization group is affected; however, in the event it is necessary to layoff only a partial complement of an equalization group, the following guidelines will be used:
 - A. Employees with more than one (1) year's seniority may make application with the Business Unit Manager or Business Unit Coordinator to work during a temporary layoff period. Such application shall be accepted at the same time as vacation application and will be valid until the next vacation application period. However, eligible employees may file an application or cancel, in writing, an existing application at any time subsequent to the application period. This is with the understanding that such application will not be valid until the first Monday following one (1) complete pay period.
 - B. When temporary layoffs occur, Division I employees who have made application under

Paragraph 8A above will be retained as follows: The applicants with the longest plant-wide seniority within their equalization group will be retained. If there is not sufficient manpower from those who have made application, the non-applicants with the longest seniority over one (1) year will be offered the opportunity to work. Thereafter, if there is a need for additional manpower, the employees with the least seniority over one (1) year will be retained. This is with the understanding that employees with less than one (1) year's seniority and employees not fully capable of doing the work will not be retained to replace employees who have not filed application to work. This provision is also applicable to employees in Division II except that the employees' skilled trades seniority dates, rather than their plant-wide seniority dates, will be used in determining their order of layoff and recall.

- C. If the temporary layoff continues for a period of more than 6 months, the provisions of the Permanent Layoff and Recall Procedure Section(s) of this Agreement will apply no later than the beginning of the third pay period thereafter, except that the aforementioned 6-month period may be extended by written local agreement between the parties.
9. As work becomes available within their equalization group during or following a temporary layoff as defined in Paragraph 8B above, employees with greater than one (1) year's seniority will be recalled as follows, providing they are capable of doing the available work:

- A. Employees who have made application to work and who have been laid off will be recalled in seniority order.
 - B. Employees who did not make application to work and were laid off will be recalled in reverse order of seniority.
 - C. Thereafter, employees with less than one (1) year's seniority will be recalled in seniority order.
10. The provisions of Paragraphs 8 and 9 above will not form the basis for any liability on the part of Management.
11. During these periods when reduced manpower is required due to temporary layoff, Paragraph 71 of the National Agreement will apply.

PERMANENT LAYOFF AND RECALL PROCEDURE - DIVISION I

12. This section is intended to cover permanent layoffs in Division I due to reduction of production or reduction in force in any group in Division I, but not due to changes in methods, products or policies, which are provided for in Paragraph 59 of the National Agreement.
- A. When it is necessary to reduce the number of employees in any non-interchangeable occupational group, employees with the least seniority in the team will be removed first, and the employees with the greater seniority will be retained, provided the remaining employees are capable of doing the work required.

- B. Employees who are team leaders or coordinators affected by a permanent reduction in force will first clear directly through the groups they service, with the qualification that it will not be necessary to retain employees on work that they are not capable of doing.
- C. Employees removed from a team will be moved in line with their seniority to jobs they can do in the functional group, with the qualification that it will not be necessary to retain employees on work that they are not capable of doing. Any employee not retained according to the procedure will be laid off.
- D. After the layoff is completed, any employee laid off from Division I with greater seniority than an employee working on a job in a Non-Interchangeable Occupational Group within Division I will displace such employee according to the following provisions:
 - 1 Commencing no later than fifteen (15) working days following a layoff, employees, in line with their seniority, will begin to be recalled for training (as required) and, when deemed capable of performing the available work, will displace such lesser seniority employee. This process will be done jointly at a rate that will not adversely affect the efficiency of operations.
- E. In the event that an adjustment of manpower associated with a reduction in force/layoff results in an employee being transferred to a job outside his/her original functional area, applications will be made available to

those desirous of returning to their original functional area. These applications filed within one (1) week after the effective date of the transfer will remain valid for a period of two (2) years. During that two (2) year period, when a permanent increase in manpower is effectuated in the original functional group on any shift, applicants under this procedure will be given preference.

- F. When recalling employees who have been laid off, employees with the greater seniority will be recalled first and offered work, provided they are capable of performing the job available.

PERMANENT LAYOFF AND RECALL – DIVISION II

- 13. Journeymen/women in the skilled non-interchangeable occupational groups shall be reduced from their assigned team, in line with the seniority in that team, providing the remaining employees can do the work. Employees who are team leaders or coordinators affected by a permanent reduction in force will first clear directly through the groups they service, with the qualification that it will not be necessary to retain employees on work that they are not capable of doing. Thereafter, they will clear through Division II plant-wide within their skilled trades classification once they have been deemed capable of performing the available work of the lesser seniority employee whom they would displace. If training is required to perform the job assignment, it is understood that it would be done at a rate that would not adversely affect the organization.

14. In a permanent reduction in force, when an employee does not have sufficient seniority to be retained in the Non-Interchangeable Occupational Groups in Division II, they will be transferred to Division I and will be returned to their last previously held job in Division I in line with their plant-wide seniority, if they previously held status in that classification/job within a twelve (12) month period prior to their reduction. In the event the above cannot be applied, such employees will be transferred to available work in Division I plant-wide in line with their seniority upon being deemed capable of performing the available work. Employees shall retain a right to recall to the skilled group in Division II in which they had seniority at the time of transfer into Division I.
15. In lieu of being reduced from a Division II classification and transferred to Division I, qualified Journeymen/women may elect to be laid off, in which case such an employee will sign a form waiving his/her rights under Paragraph 70 of the National Agreement and he/she will be furnished a copy. If a qualified Journeyman/woman has a waiver on file, such employee will be recalled to work only in the skilled group in which he/she holds seniority. If the employee subsequently terminates this waiver in writing, within five (5) working days thereafter, the provisions of Paragraph 14 above will apply.
16. Apprentices will be reduced pursuant to the provisions of the National Agreement Paragraphs 138 and 139.
17. Recall of laid off skilled trades employees will be by seniority within the skilled trades classification contingent on being capable of performing the available work.

TRANSFERS (PARAGRAPH 63B OF NATIONAL AGREEMENT)

18. An employee may apply for transfer to a permanent opening in an equal or lower rated classification in any of the other departments/functional groups in Division I.
19. Employees will be permitted to file applications under the above provision with the understanding that such applications will not be valid unless it is on file at least one (1) week prior to the opening.
20. Transfer will be contingent upon the employee being capable of performing the job assignments in the new functional area. Once transferred, all other applications on file in accordance with these provisions will be cancelled and an employee may not again make application for a period of six (6) months. Any secondary openings may be filled through promotion or transfer, without regard to seniority standing, or by new hire.
21. All applications under these provisions will be purged as of the first working day of each calendar year.

GENERAL PROVISIONS

22. Extra work during Inventory, Model Change or Plant Rearrangement. When extra employees are needed to perform inventory or other Division I work over and above the number needed because of their particular abilities and knowledge, Management will post notice of the availability of such work, and employees who are qualified and desire to work who would otherwise be laid off

may make written application to the Personnel Department during a period designated by Management. In making selection of qualified employees who make application to work, seniority will be given preference. The nature and duration of such assignments to each employee will be the responsibility of Management. In the event there are not sufficient qualified applicants for the extra work during such periods, Management will assign the available work to the least seniority employee, capable of performing the work, possessing at least one (1) year seniority, who would otherwise be laid off; provided, however that this provision concerning the assignment of the least seniority employee shall not constitute a basis for any claim to back wages or any form of retroactive adjustments.

23. Extra work in Division II classifications during Model Change or Plant Rearrangement. When extra employees are to be needed in accordance with Paragraph 179 of the National Agreement for straight time worked during model changeover period or plant rearrangement, Management will post notice of the availability of such work and the period during which applications may be filed at a location designated on the notices. Employees who can do this work will be selected from among the applicants who would otherwise be laid off during the changeover period and, where ability, merit and capacity are equal, the employees with the greatest seniority will be given preference. During the changeover period such employees will not be retained in Division II more than one full shift after regular Division II employees in the same job classification are laid off. In the event there are not

sufficient qualified applicants for the extra work during model changeover or plant rearrangement, Management will assign the available work to the least seniority employee capable of performing the work, who possesses at least one (1) year's seniority, who would otherwise be laid off; provided, however, that this provision concerning the assignment of the least seniority employee shall not constitute a basis for any claim for back wages or any form of retroactive adjustments. Seniority of such employees shall remain and accumulate in the seniority group in which it is established at the time of the temporary transfer. It is understood, therefore, that no employee will be credited with any seniority in such classifications. Employees selected under these provisions shall constitute separate equalization groups for the purpose of applying Paragraph 71 of the National Agreement.

24. In the event of a labor dispute in some other plant of the Corporation that affects the plant, it is understood that employees will be sent home and recalled by seniority in the equalization group. However, should this period continue for longer than thirty (30) working days, necessitating further reductions in the workforce, employees will be sent home in accordance with the Permanent Layoff and Recall provisions of this agreement, except that the aforementioned thirty (30) working day period may be extended by written local agreement between the parties.
25. No provision of this agreement shall be retroactive prior to the date hereof, unless otherwise specifically stated herein.

26. This Local Agreement is subject to written notice of ratification to Management by the Local Union not later than the 30th day of September, 2003. After notice of ratification is received from the Local Union this agreement will be effective as provided herein, upon approval of the GMPT Headquarters and the General Motors Corporation and the International Union, UAW.

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

**LOCAL 659
UNITED AUTOMOBILE,
AEROSPACE, AND
AGRICULTURAL
IMPLEMENT WORKERS
OF AMERICA**

**GMPT HEADQUARTERS
GENERAL MOTORS
CORPORATION
GMPT FLINT
ENGINE PLANT**

BY: J. Ledford
G. Coulter
J. Molaski
R. Robinson

R. Arnold
W. Witucki

APPROVED: _____
**GENERAL MOTORS
DEPARTMENT
INTERNATIONAL UNION, UAW**

APPROVED: _____
GMPT HEADQUARTERS

**MEMORANDUM OF UNDERSTANDING
PERMANENT JOB OPENINGS
WITHIN A DEPARTMENT
DIVISION I**

During these negotiations, the parties discussed a procedure whereby consideration could be given to requests of longer seniority employees, who desire to fill vacancies within another team in their respective department/functional area, shift and classification. In this regard, wherever practicable and without impairing the efficiency of operations, the following modified guidelines will apply:

Employees within a department/functional area will be permitted to file applications for subsequent permanent (primary) openings in other teams within the same department/functional area, on the same shift, and within the same classification. It is understood that the application will not be valid unless it is on file for at least one (1) week prior to the opening.

When a permanent (primary) opening becomes available in another team within the same department/functional area (on the same shift and within the same classification), consideration will be given to the highest seniority employee who has made application for such openings, provided that the employee is capable of performing the job. In addition, preferential consideration will be given to the highest seniority applicant, who within the past one (1) calendar year period, had been manpower adjusted out of the team where the opening is available. If there are no qualified applicants to fill the opening via this procedure, it will then be filled

per other applicable provisions of the National and Local Agreements.

Once transferred, the employee may not again make application under the provisions of this Memorandum of Understanding for a period of six (6) months. Any secondary job openings may be filled through promotion, or through transfer without regard to seniority standing, or by new hire.

All applications under these provisions will be purged as of the first working day of each calendar year.

MEMORANDUM OF UNDERSTANDING DEPARTMENTAL MANPOWER COMMITTEES

During these negotiations, the parties discussed the importance of maintaining an active manpower committee within each department/functional area. The maintenance of these committees will help to facilitate the timely and accurate tracking of employee movement, while serving to jointly monitor the manpower requirements of each respective department/functional area.

The primary function of each departmental manpower committee is to improve the efficiency of operations through participation in weekly manpower meetings between the business unit manager, business unit coordinator, and department/functional area union representative or designee.

The intended purpose of the departmental manpower meetings is to:

- Evaluate manpower requirements.
- Monitor the movement of manpower (i.e. shift preference, transfers, etc.).
- Discuss the status of any temporary jobs.
- Update and post existing time-stamped applications.

It will be the responsibility of each departmental manpower committee to jointly prepare and provide a weekly status report to the local joint manpower committee for evaluation and dissemination at the weekly manpower/joint local committee meeting.

MEMORANDUM OF UNDERSTANDING

In accordance with the provisions of Document #70 of the National Agreement, in the event that the Flint Engine South facility is awarded a new engine, the parties mutually agree on the suspension of the application of the National and Local Agreement provisions relating to transfers, promotions, and shift changes beginning with the startup of launch and concluding one year following the initial production run of the new engine.

**GENERAL MOTORS POWERTRAIN DIVISION
FLINT ENGINE SOUTH PLANT
GENERAL MOTORS CORPORATION**

**LOCAL SHIFT PREFERENCE
AGREEMENT**

This Agreement, entered into this 24th day of September, 2003, between Flint Engine South, General Motors Corporation and Local 659, United Automobile, Aerospace and Agricultural Implement Workers of America. It is understood that this agreement must be approved by GMPT, General Motors Corporation, and the International Union, UAW. In the event of failure of approval by either party, the matter will be referred back to the parties for further negotiations.

SHIFT PREFERENCE

The following provisions are not to conflict in any way with the principle stated in Paragraph 75 of the National Agreement, that any agreement pertaining to shift preference must have sufficient flexibility to give full protection to efficiency of operations under all circumstances and conditions.

1. During normal production operations (excludes periods of plant acceleration, inventory, model change, plant rearrangement), employees with a minimum of one (1) year seniority may make application in writing for transfer to the same classification on another shift in the following manner:

DIVISION I

- a. Transfer to the same Team within the same department and corresponding equalization group on another shift.
- b. If transfer is not available under "1 a." above, consideration will be given, if requested, to the corresponding equalization group on another shift.
- c. If transfer is not available under "1 a." or "1 b." above, consideration will be given, if requested, to another job in the same functional area within the same job classification on which the employees involved are fully capable of interchanging.

DIVISION II

- a. Transfer to the corresponding equalization group on another shift.

GENERAL PROVISIONS

2. Record of the shift preference application will be maintained and a copy of this application will be given to the employee. Applications submitted by employees to their area coordinator, which have been on file for a minimum of two (2) full pay periods, will be valid for transfers to be effective on the 2nd and 4th Mondays of every month.
3. Shift changes will be made in line with the seniority of the applicants, subject to the following provisions:

- a) Applicant must be fully qualified to perform the work satisfactorily.
 - b) The employee, whose job may be taken by an applicant, must be fully qualified to perform satisfactorily the job to be vacated by the applicant.
 - c) The applicant must have more seniority than the employee being displaced. The applicant will not displace a "new hire" until such time that the "new hire" has been in the plant over ninety (90) days.
4. Employees who are granted transfers to a preferred shift cannot make application for a transfer to another shift for a period of six (6) months. However, in the event of transfer to a shift other than the one of their choice, an employee may exercise their shift preference in line with seniority, except as provided in Paragraph 7 of this agreement.
 5. Employees who cancel a shift preference application prior to being granted such transfer will not be eligible to reapply for further shift transfer for a period of thirty (30) calendar days.
 6. In the event there is a vacancy for which there is a conflict between one (1) employee's promotional rights and another employee's shift preference rights, the employee with the longest seniority date will be given preference in filling the vacancy.
 7. Employees may be assigned to any shift for the purpose of being trained for a job and will not be subject to shift change under this agreement

until training is completed. When employees are needed on a shift other than the one on which they are working, for the purpose of training other employees, the youngest seniority employees capable of doing the job will be transferred. It is mutually recognized that various circumstances may arise, such as when a new job is going into production, or a job is starting on another shift, etc., strict application of seniority in regard to shift preference may delay production. In this event, when it is necessary that longer seniority employees are needed on any shift other than the one on which they are working, such employees will work on the shift on which they are needed not to exceed thirty (30) days or until such time as employees with less seniority or temporary employees capable of doing the job are available for replacement. This thirty (30) day period may be extended by written mutual agreement between Management and the Shop Committee. In the event the period is not extended by mutual agreement, employees who so desire will be returned to their former shift.

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

This Local Agreement is subject to written notice of ratification given to Management by the Local Union not later than the 30th day of September, 2003. After notice of ratification is received from the Local Union, this agreement will be effective as provided herein, upon approval of the GMPT Group Office and the General Motors Corporation and the International Union, UAW.

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

**LOCAL 659
UNITED AUTOMOBILE,
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**GMPT HEADQUARTERS
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DEPARTMENT
INTERNATIONAL UNION, UAW**

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GMPT HEADQUARTERS

STATEMENT OF POLICY SHIFT PREFERENCE

1. During the discussion of this agreement it was recognized by both parties, there could be instances where a higher seniority employee with a shift preference application was unable to transfer to the shift of choice due to a younger seniority employee being on an approved leave of absence.

Both parties agreed that when the shift preference move was via the provisions of Paragraph 1(a) or 1(b) of the Local Shift Preference Agreement, the applicant would be allowed to transfer to the shift of choice regardless of the lower seniority employee, who is in line to be bumped, is on the active roll or on an approved leave of absence.

STATEMENT OF POLICY
SHIFT PREFERENCE
HARDSHIP

2. The parties recognize that situations do arise wherein employees request to be assigned to a specific shift due to legitimate/verifiable hardships. When a request of this nature arises the business unit manager and business unit Coordinator will jointly determine if any accommodations can be made. If the request can be accommodated, the following conditions must be met:
 - A. The assignment is known in advance to be of a "temporary" duration. Maximum of 30 days, unless mutually extended.
 - B. There must be no adverse impact to the efficiency of operations.
 - C. This assignment cannot interfere with any other employee's contractual rights under any provisions of the National or Local Agreements.

STATEMENT OF POLICY

When a new shift is started or augmented, notwithstanding the provisions of Paragraph 7 of this agreement, Management will canvass the affected group/shift or shifts (Department and Classification in Division I and Classification in Division II) and those employees with the highest seniority who so desire will be transferred without a shift preference application. This is with the understanding that Management will retain sufficient flexibility to give full protection to efficiency of operations under all circumstances and conditions. When a currently populated shift is increased by hiring or rehiring of employees, this Statement of Policy will not apply. An employee who is granted transfer under these conditions cannot make application for a transfer to another shift for a period of six (6) months.

MEMORANDUM OF UNDERSTANDING EMPLOYEE CONCERN PROCEDURE

STEPS OF PROCEDURE

1. The administration of the Local Employee Concern Procedure, outlined below, is applied through our conviction in the UAW-GM Quality Network Beliefs and Values. By living them, we continuously improve the environment that enables any employee and business unit facilitator to willingly resolve differences in an expeditious and mature manner. This, of course, requires attentiveness to one's own behavior for conformance to the QN Beliefs and Values.
 - a. This procedure begins when any employee, or one designated member of a group, feels the need to express a concern to the facilitator. In that event, the employee will communicate the concern to the facilitator, who will arrange a meeting between them without undue delay. It is within the context of this meeting that the employee and the business unit facilitator come together for frank, open, and honest dialogue and make every attempt to mutually resolve the concern. If it becomes apparent that the concern cannot be resolved through these efforts, the employee may exercise his/her right and the facilitator meets the obligations as outlined in Paragraph 29 of the 2003 UAW-GM National Agreement.
 - b. When the district committeeperson responds to the request of the employee and takes up the concern with the facilitator, he/she will inquire of any efforts previously made

to resolve the concern. During this step the committee person will encourage the parties, and offer assistance, towards resolution.

- c. Before a concern is reduced to writing, the committee person may conduct a thorough investigation, checking all relevant information. This investigation is to be conducted within the provisions of Paragraph 5 and 19 of the 2003 UAW-GM National Agreement. The facilitator will share all relevant information as a result of his/her own investigation. This sharing of knowledge is required to facilitate problem solving.
- d. In accordance with Paragraph 30 of the National Agreement, if the concern is not adjusted by the facilitator, the committee person shall then reduce the concern to writing and without undue delay, take the concern up with the Business Unit Manager or a designated representative, who has not handled the concern at the First Step of the Procedure.
- e. If the concern is not settled as a result of the earlier bargaining, it may be appealed to the Shop Committee to be bargained at the Management-Shop Committee Meeting as established under Paragraph 15 of the National Agreement.

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

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MEMORANDUM OF UNDERSTANDING EMPLOYEE CONCERN PROCEDURE

During these negotiations, discussions took place relative to the issue of having the aggrieved employee be in attendance at the 2nd plant step (step and one-half). It was decided that if both parties (who would be bargaining at this step) mutually agreed, then the employee would be allowed to be present. If there are problems encountered with this process, this issue may then be addressed by the Chairman of the Shop Committee and Labor Relations for resolution.

**GENERAL MOTORS POWERTRAIN DIVISION
FLINT ENGINE SOUTH PLANT
GENERAL MOTORS CORPORATION**

EQUALIZATION OF HOURS AGREEMENT

PURPOSE:

The purpose of this Agreement is to define and describe rules that will govern the administration of Paragraph (71) of the National Agreement as it applies to employees within the bargaining unit at this location.

1. For the purpose of this agreement, each team is considered as an equalization group; the only exception to this is in Skilled Trades where equalization groups are defined by classification.
2. Equalization records will be openly displayed in each area so employees that belong to one of the equalization groups displayed may, if they so desire, check their overtime standing against the other employees within the same equalization group. These records will provide up to three (3) weeks of overtime entries. Accuracy of these lists will not be challenged after the lists have been updated for one (1) week providing the challenging team member has been at work. Team members not available will have one (1) week after their return to challenge the accuracy of hours charged to them during their absence.
3. All overtime opportunities will be charged and converted to straight time hours.

4. Team members absent on Thursday who otherwise would have been scheduled will be charged and bypassed for these overtime opportunities. Team members who are not at work on Thursday but inform the team before Thursday of the willingness to work the weekend will not be automatically bypassed for the overtime.
5. Employees shall not have hours charged to the equalization records for the following circumstances:
 - a. Hours initially lost on a continuous basis due to a specific compensable injury or occupational disease.
 - b. Employees who decline overtime hours at the close of the shift when the employee is not in the plant. This will not preclude management's right of making overtime assignment.
 - c. Team members who are not available for overtime opportunities because of mandatory military leave for training, jury duty, or bereavement.
 - d. Hours declined that are overtime hours outside of an employee's department/functional area.
6. When an employee accepts an offer of overtime but fails to report, the hours to be charged to the equalization of hours record will be doubled. In the event that an employee notifies his or her business unit facilitator, a minimum of 24 hours in advance of the date of the scheduled overtime, that a specific circumstance has arisen which will make it impossible for them to report for the scheduled overtime, the hours will be charged in accordance with Paragraph 3 above.

7. Team members hired, rehired, or reinstated into a team shall assume high hours of that team.
8. When an employee is permanently transferred into a new equalization group via a shift preference application or other transfer provisions of the *Local or National Agreement*, the employee will assume the median hours of the group to which he or she is transferred.
9. An employee who is temporarily assigned to a different equalization group on any shift will continue to equalize hours in the regular group, except that after completing two (2) consecutive pay periods on the temporary assignment, the employee shall be considered within the new group for equalization purposes and shall be credited with the high hours of the new group. Thereafter, if the employee is returned to the former equalization group within thirty (30) days of being assigned to the new group, he/she will be returned to the original group in the same relative position as was established during the aforementioned two (2) full and consecutive pay periods. When this assignment is in excess of thirty (30) days and he/she is returned to their former group, they will be credited the median hours.
10. An employee on an authorized leave of absence or layoff up to and including thirty (30) days shall be charged with available hours. Upon returning from an authorized leave or layoff in excess of thirty (30) days, an employee will be charged with the median hours of the group.

11. The overtime hours will be balanced out the second Monday of January each year. The low hour employee(s) in the group will revert to zero. The remaining employees' overtime hours will be balanced in proportion to the spread in hours.
12. Upon assignment, a newly graduated apprentice will be given the median hours of the equalization group.

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

**LOCAL 659
UNITED AUTOMOBILE,
AEROSPACE, AND
AGRICULTURAL
IMPLEMENT WORKERS
OF AMERICA**

**GMPT HEADQUARTERS
GENERAL MOTORS
CORPORATION
GMPT FLINT
ENGINE PLANT**

BY: J. Ledford
G. Coulter
J. Molaski
R. Robinson

R. Arnold
W. Witucki

APPROVED: _____
**GENERAL MOTORS
DEPARTMENT
INTERNATIONAL UNION, UAW**

APPROVED: _____
GMPT HEADQUARTERS

STATEMENT OF POLICY

Paragraph 71

For the purpose of Paragraph 71 of the National Agreement, it is not practical to equalize hours between shifts, however, in those functional areas/teams where the schedules of production, the methods, processes, and means of manufacturing are equivalent between shifts, management will attempt to maintain a reasonable balance of hours between shifts in so far as practicable in the scheduling of overtime hours over extended periods.

MEMORANDUM OF UNDERSTANDING EQUALIZATION OF HOURS - DIVISION I

Equalization shall be maintained by classification on each shift with sufficient flexibility to ensure that efficiency of operations will not be negatively impacted. During these discussions the Union expressed a major concern that equalization groups be established such that employees in the classification who are performing similar work should, over an extended period of time, have an equal opportunity to work overtime. The Union felt that to establish equalization groupings strictly by individual teams would disadvantage other employees identically classified who would be performing similar work. Management assured the Union that parity opportunity is essential to those employees identically classified who are proficient and capable of performing the available work. In order to accommodate this, the parties will jointly monitor overtime hours at an appropriate frequency which will allow for the necessary procedural modifications to be made to ensure that parity is accomplished as far as practical.

**MEMORANDUM OF UNDERSTANDING
EQUALIZATION OF HOURS
DIVISION II**

Equalization shall be maintained by classification on each shift with sufficient flexibility to ensure that the efficiency of operations will not be negatively impacted. When offering overtime within a given team, the employees who are members of that team will be given first opportunity for such overtime as far as practicable and consistent with the following understanding between the parties. It is understood that parity opportunity is essential to those employees identically classified who are proficient and capable of performing the available work. In order to accommodate this, the parties will jointly monitor overtime hours at an appropriate frequency which will allow for the necessary procedural modifications to be made to ensure that parity is accomplished as far as practical.

**GENERAL MOTORS POWERTRAIN DIVISION
FLINT ENGINE SOUTH PLANT
GENERAL MOTORS CORPORATION**

LOCAL WAGE AGREEMENT

Local Wage Agreement entered into this 24th day of September, 2003, between the Flint Engine South, General Motors Corporation and Local 659, United Automobile, Aerospace and Agricultural Implement Workers of America.

In accordance with Paragraph (100) of the GM-UAW contract settlement agreement, the classifications and respective base rates listed herein constitute the Wage Agreement at this location.

The rates shown herein are base rates only and do not include the cost of living allowance.

1. When an employee is temporarily assigned to a higher rated job on any given day, he/she will be compensated at the higher rated job for all hours worked on that day, providing he/she works on such higher rated job for one (1) hour or more.
2. An employee who is permanently assigned to a higher rated job will receive the higher rate at the beginning of the first full shift on which he/she meets the standard requirements. If the employee does not meet the standard requirements after two (2) pay periods of trial, he/she will be transferred to work that he/she can do efficiently.
3. When an employee is regularly assigned to work in two (2) or more differently rated classifications, he/

she will be paid the rate of the highest classification for the entire shift.

4. An employee transferred to a lower rated job will be paid the lower rate effective on the first day of the next pay period.
5. When a Journeyman/woman skilled trades employee is promoted to a higher rated skilled trades classification, his/her rate shall be at the same relative position in the spread of the higher rated classification as it is in the spread of his/her respective classification.
6. The Wage Rules as provided herein shall not conflict with any provisions of the National Agreement. This Local Agreement is subject to written notice of ratification to Management by the Local Union no later than the 30th day of September, 2003. After notice of ratification is received from the Local Union, this agreement will be effective as provided herein upon approval of the GMPT Headquarters and the General Motors Corporation and the International Union, UAW.

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

**LOCAL 659
UNITED AUTOMOBILE,
AEROSPACE, AND
AGRICULTURAL
IMPLEMENT WORKERS
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**GMPT HEADQUARTERS
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GMPT HEADQUARTERS

CLASSIFICATIONS & RATES

CODE	CLASSIFICATION	RATES	
2720	Technician-Engine Assy	28.49	
2730	Technician-Manufacturing Systems-All....	28.76	
2735	Technician-Material Handling- Includes Driving.....	28.33	
		MIN	MAX
0090	Electrician	32.55	32.75
0140	Machine Repair	32.55	32.75
0160	Millwright	32.55	32.75
0180	Pipefitter	32.55	32.75
0210	Toolmaker.....	32.55	32.75

Coordinator50 cents over the highest
job classification that
he/she is responsible for
coordinating.

Note: Division I and II rates shown herein are inclusive of wage adjustments negotiated at both the Local and National levels. Division II, all skilled trades classifications will be paid the same, that being the National Parties' approved wage rate for employees in the "Toolmaker" classification, which as of this date is minimum 32.55, maximum 32.75.

GENERAL PROVISIONS

This agreement is subject to ratification by the membership and approval by GM Wages and Economics Department and the International Union - UAW.

MEMORANDUM OF UNDERSTANDING SKILLED TRADES

Management and the Union agree that Skilled Trades support is an essential factor in the overall success of the operation and the achievement of the mutual goals of competitiveness, reduction in cost, increased productivity and providing consistent high quality products. The primary focus of skilled trades employees is to maintain production. The Skilled Trades organization is committed to provide quality workmanship in a responsive manner. The parties agree that of primary importance is that employees are not assigned to perform work that they are not capable of performing or work that would place themselves or others in harm's way as it relates to safety. The current workforce is highly skilled and with additional formal training as well as O.J.T. (on-the-job training) in a multi-trade team concept atmosphere, all employees are becoming yet more multi-versatile in all work aspects associated with maintaining the operations. In today's highly competitive society, all employees recognize the importance of and are committed to performing all work that is necessary to complete the assigned task as long as it can be performed safely.

MEMORANDUM OF UNDERSTANDING PARTICIPATIVE MANUFACTURING GROUPS

The GMPT Flint Engine South Plant will adhere to the concept of employee involvement through the process of Participative Manufacturing Groups. We continue to recognize that competitive advantages are achieved through team responsibility for Safety, Quality, Responsiveness and Cost within their operation. All employees are fully functioning members of PMG's, jointly supported by management/union facilitator teams.

The criteria for our People Support System are outlined in the Quality Network Action Strategies. We will continue to be guided by these principles that include, but are not limited to, the following:

- All employees will be involved in an ongoing Problem Solving process regarding Safety, Work Processes, Quality, Absenteeism, Vacations, etc.
- All employees will attend necessary training that will be provided on an ongoing basis.
- All employees must become proficient in performing each element of work within their group or trade.
- All employees must rotate through all elements of work within their group or trade.
- All employees must keep their own work area clean.
- All employees must utilize the Quality Network Action Strategies and techniques.

Management will provide each Participative Manufacturing Group with a full explanation of the state of the organization on a regular basis. This creates an increased understanding of the needs and requirements of our customers and employees.

No group's philosophy or practices shall violate the Local or National Agreements.

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

**LOCAL 659
UNITED AUTOMOBILE,
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**GMPT HEADQUARTERS
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GMPT HEADQUARTERS

TEAM LEADER SELECTION PROCESS

Employees who are interested in becoming a Team Leader may submit an application and resume to the employment office. Team Leaders will be selected based upon competencies that include, but are not limited to, experience, abilities, skills, and seniority. Selection will be made by the Joint Local Committee.

TEAM LEADER ROLES AND RESPONSIBILITIES

- Leading by example in adhering to team principles & precepts.
- Develop and Maintain Standardized Work while promoting and assuring that good safety & ergonomic work practices are followed.
- Ensuring that continuous improvement is made in the team's efforts to improve quality, cost and productivity.
- Facilitating team meetings (following a standardized agenda) and attending Leader meetings.
- Conducting on-the-job training as needed.
- Determining and coordinating manpower needs on a daily basis.
- Interfacing with support personnel as necessary (e.g. other team leaders, group coordinators, facilitators, engineers and PM planners).
- Attendance.
- Proper use of pull systems.
- Workplace organization.
- Cost reduction.
- COMMWIP Waste of:
 - Correction
 - Over-Production
 - Motion
 - Material Movement
 - Waiting
 - Inventory
 - Processing
- Becoming proficient at all tasks in the team/trade.
- Collecting and recording data.

- Understanding the responsibilities of Team Leaders and Business Unit Coordinators.
- Quality.
- Training.
- Communications.
- Inspection/repair of product*.
- Process control.
- Participatory problem solving.
- Participate in Layered Audits.
- Participate in TPM/PMP Activities.
- Rotating to all stations on the team*.
- Cleanliness of the work area.
- Treating others with respect.
- Additional duties as jointly developed.
- Safety incidences and near miss reporting.
- Maintaining and review of levels 4/5 Business Plan Deployment.
- Participate in level 3 Business Plan Deployment reviews.
- Replace absenteeism and team members as required.
- Communication of throughput and production requirements.
- Not applicable to Division II members.

BUSINESS UNIT COORDINATOR SELECTION PROCESS

Employees who are interested in becoming a business unit coordinator may submit an application and resume to the employment office. Business unit coordinators will be selected based upon criteria that includes, but is not limited to, experience, abilities, skills, and seniority. Selection will be made by the joint local committee.

In addition to the duties outlined above for team leaders, business unit coordinators are responsible for:

- Leading by example in adhering to group principles and precepts;
- Promoting and assuring that good safety and

- ergonomic work practices are followed;
- Serving as an informational resource and communicating organizational goals;
 - Assuring that efficient use is made of group resources (e.g. ensures that meetings are productive and are conducted on an as-needed basis);
 - Collecting necessary data and communicating it to appropriate personnel.
 - Working jointly with management counterpart.

COORDINATOR/LEADER PERFORMANCE EVALUATION/ REMOVAL PROCESS

The parties recognize that to ensure that operations are conducted in an efficient manner, basic criteria must be established for the evaluation, and, where necessary, the replacement of Coordinators and/or Leaders. The parties have agreed that the following guidelines will apply to all Coordinators and Team Leaders, as indicated.

PERFORMANCE REVIEW:

In addition to the ongoing performance review which is a part of any successful operation, Coordinators and Team Leaders, will undergo a formal performance review at least once every year. This formal review will be conducted by the Joint Local Committee at which time a comprehensive assessment will be made as to his/her performance of their specified "Duties & Responsibilities" as outlined in the Local Agreement. Upon completion of this review, feedback will be provided highlighting areas of expertise and, where necessary, recommending appropriate corrective measures to address any cited performance deficiencies. (It should be noted that within the individual departmental areas, the "Business Unit Manager" and the "Business Unit Coordinator" are responsible for conducting ongoing assessments and feedback sessions

with all of the "Team Leaders" to provide the necessary mentoring to maintain a high level of expertise.)

REPLACEMENT:

Team Leader:

As a last resort, after all other informal measures have failed to secure adequate performance by a Team Leader; a formal replacement process may be initiated by Team Members, the Area Coordinator, and the Business Unit Manager.

1. Team Members may initiate this process by submitting in writing a petition, signed by at least 60% of the Team Members, which sets forth specific allegations regarding the areas in which the Leader is deficient. This petition will then be submitted to the Area Coordinator and Business Unit Manager, for developing an appropriate action plan to address the cited performance deficiencies and to initiate appropriate corrective measures.
2. Area Coordinators and Business Unit Manager may initiate this process by submitting a petition which sets forth the specific allegations regarding the areas in which the Leader is allegedly deficient. This petition will be submitted to the Joint Local Committee, which will be responsible for developing an appropriate action plan to address the cited performance deficiencies and to initiate appropriate corrective measures.
3. Consideration for potential removal of a Team Leader may strictly be the results of the Performance Review that is conducted by the Joint Local Committee. Upon completion of this review, a determination will be rendered as to retain or remove the Leader.

Coordinator:

As a last resort, after all other informal measures have failed to secure adequate performance by the Area

Coordinator, during the Formal Performance Review by the Local Joint Committee, it may be decided to notify the Coordinator that consideration was being given to their removal from the Coordinator Position. The Local Joint Committee will continue to evaluate the Coordinator's performance level and will then render a determination as to retain or remove the Coordinator.

DUTIES & RESPONSIBILITIES

Teams & Team Members:

Established teams in Division I and Division II function as the basic work group within the organization. They are comprised of approximately four to six (4-6) employees, whose shared purposed is to provide support to one another toward the achievement of common goals. This number includes adequate support for absentee, vacation, and other replacement, as necessary.

Teams are to meet on a frequent basis to address problems faced by the team as a whole, and to address the individual concerns of its members as they relate to job performance. Attendance at these meetings is mandatory, as is the completion of all necessary training. It will be the responsibility of each team member to ensure that they understand and undertake to achieve the team's goals.

Teams and individual team members are responsible for:

- Promoting & assuring good safety and ergonomic work practices.
- Attendance.
- Proper use of pull systems.
- Workplace organization.
- Cost reduction.
- Waste elimination.
- Becoming proficient at all tasks in the team/trade.
- Routine maintenance.

- Collecting and recording data.
- Understanding the responsibilities of team leaders and business unit coordinators.
- Quality.
- Training.
- Communications.
- Inspection/repair of product*
- Process control.
- Participatory problem solving.
- Rotating to all stations on the team*
- Cleanliness of the work area.
- Treating others with respect.
- Additional duties as jointly developed.

* Not applicable to Division II members.

Business Unit Facilitators:

The business unit facilitator's (BUF's) primary function is to coach, lead, encourage, and provide support to the team leader in the accomplishment of established team goals.

In addition to the BUF's primary function, the following administrative activities are also included:

- Timekeeping / payroll issues,
- Paragraph 71 / overtime,
- Training scheduling and documentation,
- Coordination of suggestion activity,
- Monitor, track, and record,
- Safety activity,
- Quality issues,
- Production schedules,
- Track all financial / cost issues / SQRCP,
- Maintenance of equipment,
- Attendance issues,
- Grievance procedure, and
- Discipline procedure.

The BUF's union counterpart is the team leader of the respective area. Communication is absolutely essential.

The flow of information must be as open and timely as possible. Jointly, the BUM & BUC need to communicate all pertinent issues with the BUF and team leader, and vice versa. As joint partners, if a team member's behavior is inappropriate, the BUF and team leader will attempt to provide support to correct the behavior. If they are unable to modify the inappropriate behavior, the specific issue will be elevated to the BUM & BUC to address.

If the BUM & BUC are unable to resolve the matter and corrective action is deemed necessary, the BUM will delegate this administrative activity to the BUF.

Note: Based on specific pending circumstances, issues may arise that need to be immediately addressed and the BUM and/or BUC may not be available. Under this condition, it will be the BUF's responsibility to make the decision relative to the assessment of corrective action and immediately follow-up with the BUM/BUC upon their availability.

GMPT FLINT ENGINE SOUTH

Zero Tolerance Alcohol Abuse Policy

- I. Shop Rule # 34 Enforcement:
 - A. Facilitator Responsibilities:
 - a. Once an employee is observed in an unsafe condition, or exhibits the classic signs of alcohol abuse (i.e. slurred speech, bloodshot eyes, unsteady walk, etc.), the facilitator shall:
 - i. Ensure that the employee is not left unattended.

- ii. Escort the employee from the plant floor to one of the small administration conference rooms (available on all three (3) shifts), or any other suitable location.
- iii. Conduct a 76a interview.
- iv. Inform the employee that an alcohol test is available in the Plant Medical Department.
- v. If the employee elects to take an alcohol test, escort the employee to the Plant Medical Department for that purpose. If the employee does not elect to take an alcohol test, it will be considered an immediate admission of guilt.
- vi. Advise the employee of the availability of E.A.P. services and assess a DLO in progression with the following:
 - For their first violation, a DLO consisting of the Balance of the shift, regardless of their current normal disciplinary progression.
 - For subsequent violations, they will be given a DLO in line with their normal progression that existed prior to the first Shop Rule # 34 violation.
- vii. Notify the employee of his/her return to work date.
- viii. Escort the employee to Plant Security for removal from the plant.

B. Plant Security Responsibilities:

- a. Upon the employee's arrival at the Plant Security office, a member of Plant Security will:
 - i. Notify the employee that he/she is not permitted to drive.
 - Offer to contact the employee's family for a ride home.
 - Offer to call a cab at the employee's expense (if family cannot be contacted).
 - ii. If the employee leaves to drive home in their own vehicle, notify him/her that the local authorities will be contacted regarding their present condition.

II. Alcohol Test Results - Evaluation:

- A. If an employee voluntarily elects to take an alcohol test, the results will be evaluated as follows:
 - a. If the alcohol test results are positive (i.e. any numerical reading other than 0), the DLO will remain on the employee's record.
 - b. If the alcohol test results are negative (i.e. a numerical reading of 0), the employee will be returned to work on their next scheduled shift and paid for time lost as a result of the DLO.

III. Shop Rule # 34 Dispositions / Settlements:

- A. All Shop Rule # 34 dispositions/settlements will be handled as follows:
 - a. Shop Rule # 34 DLO removals and discharge reinstatements will be made only by the Chairperson of the Shop Committee and a member of the Labor Relations Department.

**GENERAL MOTORS POWERTRAIN DIVISION
FLINT ENGINE SOUTH PLANT
GENERAL MOTORS CORPORATION**

MEMORANDUM OF UNDERSTANDING

Memorandum of Understanding entered into this 24th day of September, 2003, between GMPT Flint Engine South Plant, General Motors Corporation and the United Automobile, Aerospace and Agricultural Implement Workers of America, UAW Local 659. The parties hereto agree as follows:

1. All issues involved in the matters covered by the Union's "60-Day Notice to Employer" dated June 24, 2003, the Union's Local Demands presented beginning July 23, 2003, and subsequent attachments, and in negotiations, have been resolved as of this date.
2. It is understood that the new Local Seniority Agreement, the Local Shift Preference Agreement, and the Local Wage Agreement, will each be placed in effect in accordance with its terms when approved by the Corporation and the International Union, or when Notice of Ratification is delivered to Local Management, whichever occurs later.
3. This Agreement is subject to ratification by the Local Union #659, UAW and approval by the Corporation and the International Union.

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

**LOCAL 659
UNITED AUTOMOBILE,
AEROSPACE, AND
AGRICULTURAL
IMPLEMENT WORKERS
OF AMERICA**

**GMPT HEADQUARTERS
GENERAL MOTORS
CORPORATION
GMPT FLINT
ENGINE PLANT**

BY: J. Ledford
G. Coulter
J. Molaski
R. Robinson

R. Arnold
W. Witucki

APPROVED: _____
**GENERAL MOTORS
DEPARTMENT
INTERNATIONAL UNION, UAW**

APPROVED: _____
GMPT HEADQUARTERS

MEMORANDUM OF UNDERSTANDING

FOOD SERVICE

It is management's intent that sufficient food service will be maintained based upon adequate patronage. The parties will jointly monitor this service and make recommendations and/or adjustments as necessary.

CONTRACTUAL RELIEF

Employees on self-relieving operations may take their proper entitlement of relief when they choose, in accordance with supervisory instructions pertaining to the first hour of the shift, last one-half hour at the end of the shift, and extended lunch periods provided the efficiency of operations and the flow of production is maintained.

DIESEL/GASOLINE TRUCK FUMES

Outside drivers, loading or unloading, at the various plant dock wells, have been instructed that their trucks should either be shut off or disconnected from the trailer and parked outside.

EMPLOYEE INJURIES

It is Management's policy in cases where a compensable injury arises, to pay an employee, who is working in the plant, for time lost during the shift hours while, under the direction of Management, the employee receives treatment, whether it be the initial or subsequent treatment, at our own or some outside medical facility, provided the employee returns to work before the end of the shift. If unable to return to work before the end of the shift because time does not permit, the employee will be reimbursed for the employee's scheduled shift.

FLINT ENGINE SOUTH PLANT EMERGENCY MEDICAL FIRST RESPONDER PROGRAM

All First Responders will be employees of the facility and certified in emergency First Aid. They will be selected by the Plant Medical Director from existing Fire Brigade and Spill Team, as far as practicable. Regular medical calls must continue to be directed to the Medical Department; however, emergency calls when there is a severe accident, illness or injury that places an employee in a life threatening condition are to be routed to the Plant Security Office. Security will then involve the Plant Medical Department, in a three-way conference. The nature of the patient's medical condition and exact location of the incident will be noted at this time. If the condition is determined by the Plant Medical Department to be extremely serious, the Emergency Medical First Responders will then be activated by special pagers. They will be given all the pertinent information so as to affect a quick response to the scene. Upon arrival at the scene, the team members will evaluate and proceed with appropriate medical care, until such time that the personnel from Plant Medical arrive on scene. At this point Plant Medical will assume control of the scene and the Team Members will assist as directed by the Plant Medical personnel. Upon completion of their responsibilities, the Emergency Medical Responder is responsible for reporting to the Medical Department to fill out the appropriate information sheets regarding the call.

LOCAL AGREEMENTS

The joint parties will continue to prepare, edit and have printed booklets containing the new Local Agreement. These booklets will be printed by a union printer.

PERSONAL TOOL REPLACEMENT

Employees frequently used personal hand tools which are unavoidably damaged, broken or become no longer serviceable in the performance of their job assignment, will be promptly replaced.

RETURN TO WORK FROM A LEAVE OF ABSENCE

Job placement of employees returning to work from a leave of absence are being handled as follows: When the leave of absence is less than one (1) year the employee, seniority permitting, will be assigned to the Team that he/she was working in prior to commencing the leave of absence in accordance with the Local Seniority Agreement. When the leave of absence is of one (1) year or more the employee will be assigned work within their equalization group and/or functional area as seniority permits and otherwise assigned work consistent with the Local Seniority Agreement. It is understood that these assignments must be practicable under all circumstances including the requirement that the employee be fully qualified to perform the work satisfactorily.

READING

Employees are permitted to read while on their personal relief, lunch, or when they are unassigned and have no work to perform. In instances where an employee is reading when there is work that he/she should be performing, appropriate corrective action may be taken.

SMOKING POLICY

Strategically located smoking areas have been defined. As such, smoking will be prohibited in all other areas of the plant.

SENIORITY LISTINGS

Seniority lists will be routinely updated and made available for posting in the business team areas.

VACATION/TIME OFF SCHEDULING

It is Management's intent that vacation and other contractual time off should be handled consistent with the National Agreement, and that such a system should give proper consideration to as many employee requests as is feasible while maintaining efficiency of operations and product quality. Employees will receive adequate copies of the original request at the time of request and approved/disapproved vacation request forms no later than two (2) weeks after the close of the application period. Requests filed other than during the application period will be given proper consideration with the intent to grant as many requests as is feasible under the existing circumstances.

SAFETY EYE PROTECTION/FINGER RINGS

Anyone entering the plant will be required to wear approved safety eye protection with side shields at all times, except when they are in offices, enclosed cafeterias or conference room areas. For safety reasons, finger rings are not allowed to be worn in the plant.

SKILLED TRADES UTILIZATION POLICY

The parties agree that the primary focus of the skilled trades workforce is to maintain production and enhance the plant's ability to improve its competitive position in the areas of cost, quality, delivery, and employee safety. The decision to perform other non-strategic maintenance and construction work will be based upon sound business practices in accordance with the appropriate provisions of the National Agreement (Paragraph 183 and Appendices F and F-1).

Management assured the union that it recognized its obligation to review contracts during the contemplative state, describing the nature and scope of work so that due consideration could be given to the union's input. In this regard, a joint process has been implemented whereas capacity assurance coordinators and/or other designated skilled trades representatives participate in regularly scheduled project review meetings to ensure compliance with appropriate provisions of the National Agreement.

RATE & CLASSIFICATION CHANGES/APPLICATIONS

Timely notification of permanent changes in classification and/or rate will be given to employees, and, if temporary in nature, will be so identified. Applications submitted on proper forms will be time-stamped and a copy will be provided no later than the end of the next shift the employee works.

TRANSFERS

The parties have agreed that any employee with a valid application for transfer on file will not be able to refuse the transfer once his application is being honored.

OVERTIME WORK AVAILABILITY

The parties have discussed the complexity associated with the offering available overtime to employees throughout the equalization groups within the plant. To substantially improve upon the system and make it less cumbersome and time consuming, the parties have agreed to jointly establish a procedure which will require employees to sign up in advance for any overtime available over a defined two consecutive week period.

MATERIAL DELIVERY SYSTEM

The parties have discussed competitive changes being implemented throughout the industry as it relates to the delivery of materials by suppliers. The joint parties have agreed to consider each situation, and where substantial cost savings and competitive advantages exist, these delivery methods would be jointly implemented.

JOB OPENINGS

The parties have discussed procedure for employees to be able to apply for permanent job openings. The parties have agreed to the following:

- In the event of a permanent opening within a skilled trade's classification, notification will be provided which will afford employees interested in applying for the available opening to do so within a designated (approximate) two-week period.
- In the event of a permanent opening within Division I that will require a transfer of an employee from one Department/Functional Area to another Department/Functional Area, notification will be provided which will afford employees interested in applying for the available opening to do so within a designated (approximate) two-week period.

GENERAL MOTORS CORPORATION

EQUAL OPPORTUNITY EMPLOYMENT POLICY

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

“The policy of the Corporation is to extend these opportunities to qualified applicants and employees on an equal basis, regardless of an individual’s age, race, color, sex, religion, or national origin.

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

POLICY REGARDING EMPLOYMENT OF THE HANDICAPPED

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

“Hiring and employment practices and procedures implementing this policy are the responsibility of the employing units. However, these practices, procedures and decisions are to be, at all times, in conformity with the Corporation Policy Regarding Employment of the Handicapped.”

**POLICY REGARDING
EMPLOYMENT OF DISABLED VETERANS
AND
VETERANS OF THE VIETNAM ERA**

“The policy of the Corporation is to make reasonable accommodation to the limitations of qualified disabled veterans and to extend employment opportunities to the disabled veterans and veterans of the Vietnam era, taking into account the needs of the business and financial cost and expense.

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

CORRECTIVE DISCIPLINE SYSTEM

SUSPENDED LOST TIME

SHOP RULES

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

1. Failure to be in place ready to begin work when signal is sounded.
2. Making preparations to leave work (such as washing up or changing clothes) before signal is sounded for lunch period or at the end of the shift.
3. Falsification of personnel or other records.
4. Ringing the clock card of another.
5. Repeated failure to ring own clock card.
6. Using another's badge or pass, or permitting another to use your badge or pass to enter the property.
7. Failure to display proper employee identification.
8. Absence without reasonable cause.
9. Reporting late for work.
10. Absence of three working days without properly notifying Management.
11. Leaving own department or the plant during working hours without permission.
12. Distracting the attention of others, or causing confusion by unnecessary shouting, catcalls, or demonstration in the plant.

13. Creating or contributing to unsanitary conditions.
14. Possession of weapons on Company premises at any time.
15. Refusal to obey orders of foreman or other supervision.
16. Refusal or failure to do job assignment. (Do the work assigned to you and follow instructions; any complaint may be taken up later through the regular channels.)
17. Unauthorized operation of machines, tools or equipment.
18. Making scrap unnecessarily, or careless workmanship.
19. Horseplay, scuffling, running or throwing things.
20. Wasting time or loitering in toilets or on any Company property during working hours.
21. Smoking, except in specifically designated areas and during specified periods.
22. Threatening, intimidating, coercing or interfering with employees or supervision at any time.
23. Unauthorized soliciting or collecting contributions for any purpose whatsoever during working time.
24. Unauthorized distribution of literature, written or printed matter of any description in working areas on Company premises during working time.
25. Posting or removal of notices, signs, or writing in any form on bulletin boards or Company property at any time without specific authority of Management.

26. Misuse or removal from the premises without proper authorization of employee lists, blueprints, company records, or confidential information of any nature.
27. Gambling, lottery or any other game of chance on Company premises at any time.
28. Abuse, misuse or deliberate destruction of Company property, tools, equipment or the property of employees in any manner.
29. Restricting output.
30. The making or publishing of malicious statements concerning any employee, the Company or its products.
31. Abusive language to any employee or supervision.
32. Fighting on the premises at any time.
33. Theft or misappropriation of property of employees or of the Company.
34. Possession of, or drinking of, liquor or any alcoholic beverage on Company property at any time. Reporting for work under influence of alcohol, when suffering from alcoholic hangover, or in an unsafe condition.
35. Sabotage.
36. Disregard of safety rules or common safety practices.
37. Assignment of wages or frequent garnishments.
38. Immoral conduct or indecency.
39. Throwing refuse or objects on the floors or out the windows.
40. Repeated violations of shop or safety rules.

41. Littering, or contributing to poor housekeeping, unsanitary, or unsafe conditions, on plant premises.
42. Use, possession, distribution, sale or offering for sale, of narcotics or dangerous drugs including marijuana or any hallucinogenic agents, on Company property at any time. Reporting for work under the influence of narcotics or dangerous drugs.

