

KA#4023

# *Agreement*

Between

**SPRING HILL SITE**

**GENERAL MOTORS CORPORATION**

and the

**UAW, LOCAL 1853**



**SPRING HILL MANUFACTURING**

**LOCAL AGREEMENTS**

**Effective February 1, 2005**

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**CONTRACT SETTLEMENT AGREEMENT  
SPRING HILL SITE  
GENERAL MOTORS CORPORATION**

Memorandum of Agreement entered into this 14<sup>th</sup> day of June, 2004 between the Spring Hill Site of General Motors Corporation and the United Automobile, Aerospace, and Agricultural Implement Workers of America, Local 1853.

Agreement reached as follows:

1. It is understood that the Local Seniority Agreement, the Local Shift Preference Agreement, the Local Wage Agreement, all other written Local Agreements and Memorandums of Understanding will each be considered resolved in accordance with its terms when approved by the Corporation and the International Union.
2. This Local Agreement is subject to written notice of ratification to Management by the Local Union.
3. Implementation of this new agreement is contingent upon official notification to the International Union, UAW, and UAW Local 1853, that the terms of the letter titled "Contingency Letter" have been met.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and year first written above.

LOCAL #1853, UAW

Michael D. Herron  
Richard D. Martinez  
Charles T. McMahon  
Kenneth Gwynn  
Mike Medrano  
Bruce P. Fager  
Mark A. Larson

Spring Hill Site,  
General Motors Corporation

Dennis G. Finn  
Anthony J. Alferio  
Daniel T. Koenn  
Terry L. Wonderlin  
Pamela K. Campbell  
Steven H. Hunter  
Kimberly A. LaFevor  
Michael J. Rayburn

Contingency Letter

June 13, 2004

Mr. Michael Herron  
Shop Chairman  
UAW Local 1853  
Spring Hill, TN

Dear Mr. Herron:

During the 2003 UAW/Saturn negotiations the parties had in-depth discussions regarding the union's concern over the long-term viability of Saturn, the long-term security of Saturn Team Members and retirees, and the company's concern with the corresponding need to improve operational efficiencies. Further discussions also reviewed General Motors' strategy to create a global network of lean, flexible and common manufacturing facilities that are capable of producing multiple brands and architectures within GM's global product portfolio, including its plans for making Spring Hill an integral part of that strategy. As a result the parties agree that future job security and long term viability depend upon capital investment, new next-generational, improved and diversified product manufacturing capabilities that could include both Saturn and non-Saturn vehicles, and improvements in the competitiveness of Saturn Spring Hill operations. These mutual goals can and will be accomplished by improving productivity and quality, lowering costs and leveraging General Motors and the UAW's joint processes.

Therefore in the June 2004 negotiations the parties successfully negotiated a local labor agreement that the parties mutually agree adopt best practices utilized in other GM/UAW facilities. The parties have preserved those aspects of the Saturn/UAW Memorandum of Agreement that are mutually agreed to be best practices while aligning the facility with National Agreement provisions.

The parties have also addressed operational efficiencies by implementing GM's Global Manufacturing Systems and implementing mutually agreed to best practices throughout the entire site. The joint Spring Hill leadership team has laid a foundation that will result in moving Spring Hill into a position of leadership in the Corporation for many years to come.

Implementation of the terms and conditions of this new agreement is contingent upon official notification to the International Union and UAW Local 1853 that the capital investment discussed during *the December 2003 negotiations have been approved by the General Motors Board of Directors*. The capital and commitment includes but is not limited to:

- Investing sufficient capital in the Spring Hill facility in order to upgrade technology and production capability to build steel paneled vehicles by 2007. Projected capital investment is intended to include the following:
  - *Installing a new C-Flex body shop enabling Spring Hill to build multiple architectures and next generation steel paneled products.*
  - *Installing a new BOP compliant Paint Phosphate Elpo system that is capable of painting steel paneled vehicles based off of multiple product architectures.*
  - *Installing new Information Technology Systems enabling the Spring Hill site to integrate with General Motors Product and Engineering Information Systems.*
- Allocation of new, next generational, replacement vehicles to be built in Spring Hill at the conclusion of the current Vue and Ion production. This could include both Saturn and GM vehicles.

This investment will enable Spring Hill to build the aforementioned product beyond 2007 under this competitive new agreement and secure the future of all our team members.

Very truly yours,

Dennis Finn  
Plant Personnel Director  
Spring Hill Site

## **PREAMBLE**

This Agreement is entered into between the Spring Hill Site of General Motors Corporation (GM) and Local 1853 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). The Parties have long recognized the need for new approaches to Union/Management relations and the recognition that people are our most valuable asset in the manufacturing of vehicles in the United States. Since GM and the Union first met and authorized the establishment of a study center, which resulted in the creation of Saturn Corporation, the parties recognize that the global competitiveness in the auto industry has significantly increased. GM and the Union recognize the necessity of further developing this innovative approach to Union/Management relations to accomplish our mutual objectives. General Motors, Spring Hill Site and the Union understand fully the necessity to successfully forge a renewed commitment to a cooperative problem solving relationship and demonstrate that competitive, world class, quality vehicles can be manufactured in Spring Hill with a represented work force. The mission of the Spring Hill Site is to safely manufacture competitive world class quality vehicles by establishing and maintaining the environment and culture consistent with Spring Hill's Agreement and Values of Customer Enthusiasm, Integrity, Teamwork, Innovation, Continuous Improvement, and Individual Respect and Responsibility. In this regard, the parties believe that symbols should be positive to promote our Mission and Values and the parties will strive to achieve positive symbols that minimize the differentiation between people in the elements of a successful organization. It is in this renewed spirit of mutual respect and recognition of each other's stakes and equities that this Agreement is entered into and agreed upon.

**SENIORITY AGREEMENT  
SPRING HILL SITE  
GENERAL MOTORS CORPORATION  
U.A.W. – LOCAL 1853**

This agreement is entered into this 14<sup>th</sup> day of June, 2004 between the Spring Hill Site Management, General Motors Corporation, and the Shop Committee of Local 1853, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union.

**SECTION I  
ACQUIRING SENIORITY**

A team member shall acquire seniority as provided in the National Agreement, General Motors Corporation and the International Union, UAW, subject to the following:

1. When a team member acquires seniority, their name shall be placed on the seniority list of the non-interchangeable occupational group to which the team member is assigned on the date seniority is acquired.
2. When two or more team members have the same plant seniority date, they shall be listed by their last name, as of the date hired in Spring Hill, A to Z except as otherwise provided in the National Agreement.
3. Each Journeyperson shall establish a Skilled Trades date of Entry when they begin work in a specific classification. In the case of a tie, the order shall be established by their Spring Hill plant seniority date then alphabetically by their last name, as of the date of hire in Spring Hill, A to Z except as otherwise provided in the National Agreement.
4. A qualified journeyperson transferred from a nonskilled occupational group into a skilled trades group, who has not previously established seniority in such skilled

trades group, will have a seniority date of entry status in the skilled trades group as of the date of transfer.

## **SECTION II DEFINITIONS**

1. Spring Hill Site consists of all bargaining unit team members working in Spring Hill.
2. Seniority Groups: Seniority shall be by non-interchangeable occupational groups as outlined in this agreement.
3. Areas: The entire site shall constitute one seniority unit consisting of the following Areas:

### **DIVISION I**

- Body Systems Fab
- Body Systems Paint
- Body Systems Polymers
- Body Systems Steel
- General Assembly
- Car Trim Chassis
- General Assembly Final Process
- General Assembly Mechanical Repair
- General Assembly Paint Repair
- General Assembly Panels Doors
- General Assembly Truck
- Vehicle Interior System Cockpit
- Vehicle Interior System High Bay
- Vehicle Interior System Low Bay
- Powertrain L850 Assembly
- Powertrain L850 Machining
- Powertrain SUV, Van, Dress
- Direct Material
- Indirect Material
- Quality
- Service Parts Organization (S.P.O.)

### **DIVISION II**

- Skilled Trades
- Body Systems Fab
- Skilled Trades
- Body Systems Paint
- Skilled Trades
- Body Systems Polymers
- Skilled Trades
- Body Systems Steel
- Skilled Trades C. U.C
- Skilled Trades Crane Crew
- Skilled Trades M.F.S.
- Skilled Trades Powertrain L850 Assembly and Machining
- Skilled Trades Powertrain Dress and Support
- Skilled Trades S.P.O.
- Skilled Trades Vehicle Systems

4. Divisions: The entire site shall consist of two divisions:
  - a) Division I: All team members assigned to the Operating Technician Classification, including Team Leaders.
  - b) Division II: All team members assigned to a skilled trades classification, including Team Leaders.

**SECTION III  
GENERAL  
REDUCTION-IN-FORCE LAYOFF  
AND REHIRE PROCEDURE**

1. In the event of an indefinite reduction in force, it is the intention of this Agreement to retain the team members with the greatest seniority that are capable of performing the job. It is recognized by the parties that it is desirable to accomplish this reduction with the least disruption of production and efficiency of operation as possible. Further, it is recognized that in accomplishing this objective, it is necessary that the available jobs be filled by team members capable of performing them. Accordingly, Management will:
  - a) Establish the number of team members to be retained in each classification and reduce the work force as provided in Paragraphs B, C, D and E below.
  - b) Retain team members with the greater seniority by non-interchangeable occupational groups on available jobs they are capable of performing.
  - c) Place team members who have insufficient seniority to be retained in their work unit, and/or Area but having sufficient seniority to be retained, on jobs that are operating by displacing other team

members with less seniority in accordance with the attached flow chart.

- d) Team members assigned to the Team Leader role in Division I who do not have sufficient seniority to hold their work unit, but do have seniority to hold their Area will be retained in the work unit they are assigned to as the Team Leader.
  - i. Team members assigned to the Team Leader role in Division I who do not have sufficient seniority to hold their Area will not be retained in the work unit and are subject to all other provisions of this Agreement.
- e) Team members who have insufficient seniority to remain within their Area will be placed on jobs that are operating within their Division, which they are capable of performing, by displacing the least senior team member within the Division. This placement will occur as soon as practical, however, such placement will occur within thirty (30) calendar days, unless otherwise mutually agreed upon by the parties.

## 2. Recall from Layoff

- a) As openings occur, following a layoff, those openings will be filled as follows:
  - i. Team members, who are working in other Areas and have made application under the provisions of Section III, 3-A, to return to the Area where the openings exist, in seniority order, provided they are capable of performing the jobs available.
  - ii. Team members who are on layoff from the Area where the openings exist, in seniority order, provided the team member has

sufficient seniority to be retained, and they are capable of performing the jobs available.

- iii. Team members who are on layoff, division-wide, who have sufficient seniority to be retained, in seniority order, provided they are capable of performing the jobs available.

3. Return Rights

- a) Team members who desire to return to their former Area may make application with People Systems. Team members will be returned to their former Area, as openings occur, providing they are capable of performing the jobs available. Management will return team members to such openings as soon as practical, but in any event within thirty (30) calendar days.
  - b) Such application must be made within fourteen (14) calendar days of the effective date of the team member's placement in the new Area and shall remain valid until either honored or cancelled by the team member.
  - c) Team members desiring to cancel their application to return to an Area must do so in writing with People Systems. Such cancellation will be effective on the next business day and must be made prior to the transfer requisition being received by People Systems.
4. When it is necessary to transfer team members pursuant to this section, the seniority of such team members will be carried into the classification to which they are transferred and will become effective as of the date of the transfer.

**SECTION IV  
GENERAL  
REDUCTION-IN-FORCE LAYOFF  
DIVISION II**

1. The team members in this division will be governed by the same provisions as those outlined in Section III, provided, however, reductions shall be by classification and Section III, Paragraph 1. D shall not be applicable to Division II team members.
2. Team members assigned to Division II who are to be laid off from their classification will have the option to work in Division I, seniority permitting, provided they have previously established seniority in Division I.
  - a) Team members must have an application on file within seven (7) calendar days of their effective date of layoff. Management will return such team members, displacing the least senior team member within Division I, provided they are capable of performing the work. This placement will occur as soon as practical but in any event within thirty (30) calendar days after the date of application.
3. Team members in Skilled Trades and Apprentice groups who have accepted jobs in Division I will retain recall rights in Division II in accordance with their seniority status in such Division.
4. Team members, who have not accepted employment in Division I, will be recalled to work only in the skilled classification in which they hold seniority.
5. Apprentices will be laid off in accordance with Paragraphs (138 & 139) of the GM-UAW National Agreement.

**SECTION V  
TEMPORARY LAYOFFS  
DIVISION I**

1. For temporary layoffs known to be less than sixty (60) calendar days, team members will be laid off as follows:
  - a) When work in any area decreases as a result of inventory, material shortage, breakdown, or other temporary conditions, team members who have made application to work with People Systems will be retained within their work unit by shift, in seniority order, provided they are capable of performing the work.
  - b) If additional team members are required, Management will assign team members to those jobs operating, beginning with the least senior team member in the work unit, by shift, provided they are capable of performing the work.
  - c) In the event additional team members are required over and above those outlined in Paragraphs (A) and (B) above, Management will assign team members utilizing the attached flow chart, by shift, exhausting each step before moving to the following step. Team members will be assigned beginning with the most senior team members who have made application to work. If additional assignments are required, the least senior team member will be required to work. In all cases, the team member must be capable of performing the work.
  - d) Applications to work must be made in writing not less than seven (7) calendar days before the temporary layoff with People Systems. Such applications will remain valid until cancelled by

the team member not less than seven (7) calendar days before a temporary layoff.

- e) Team members will be returned as operations resume within their work unit, by shift, in the following order:
  - i. Team members who applied to work, but for whom no jobs were available at the time of layoff.
  - ii. Team members with the shortest length of service.
- f) If the layoff under this Section continues for longer than sixty (60) calendar days after the first team member is laid off, or if production is resumed at a reduced schedule necessitating fewer team members, the provisions of Section III of this Agreement will then apply and team members having insufficient seniority to remain will be laid off, and team members eligible to be retained on other jobs will be placed as soon as possible, but in any event within fourteen (14) calendar days. However, the sixty (60) calendar day time limit may be extended by mutual agreement between the parties.

**SECTION VI  
TEMPORARY LAYOFFS  
DIVISION II**

- 1. For temporary layoffs known to be less than sixty (60) calendar days, team members will be laid off as follows:
  - a) When work in any area decreases as a result of inventory, material shortage, breakdown, or other temporary conditions, team members who have made application to work with People Systems

will be retained by classification, by shift, within their Area in seniority order, provided they are capable of performing the work.

- b) Apprentices will be laid off prior to any Journeypersons in Division II in accordance with Paragraphs (138 & 139) of the GM-UAW National Agreement.
- c) *If additional team members are required, Management will assign team members by classification, by shift, to those jobs operating, beginning with the least senior team member in the Area, provided they are capable of performing the work.*
- d) In the event additional team members are required over and above those outlined in Paragraphs (A) and (B) above, Management will assign team members by classification, by shift, utilizing the attached flow chart, exhausting each step before moving to the following step. Team members will be assigned beginning with the most senior team members who have made application to work. *If additional assignments are required, the least senior team member will be required to work. In all cases, the team member must be capable of performing the work.*
- e) Applications to work must be made in writing not less than seven (7) calendar days before the temporary layoff with People Systems. Such applications will remain valid until cancelled by the team member not less than seven (7) calendar days before a temporary layoff.
- f) Team members will be returned as operations resume by classification, by shift, within their Area, in the following order:

- i. Team members who applied to work, but for whom no jobs were available at the time of layoff.
  - ii. Team members with the shortest length of service.
- g) If the layoff under this Section continues for longer than sixty (60) calendar days after the first team member is laid off, or if production is resumed at a reduced schedule necessitating fewer team members, the provisions of Section III of this Agreement will then apply and team members, by classification, having insufficient seniority to remain will be laid off, and team members eligible to be retained on other jobs available will be placed as soon as possible, but in any event within fourteen (14) calendar days. However, the sixty (60) calendar day time limit may be extended by mutual agreement between the parties.

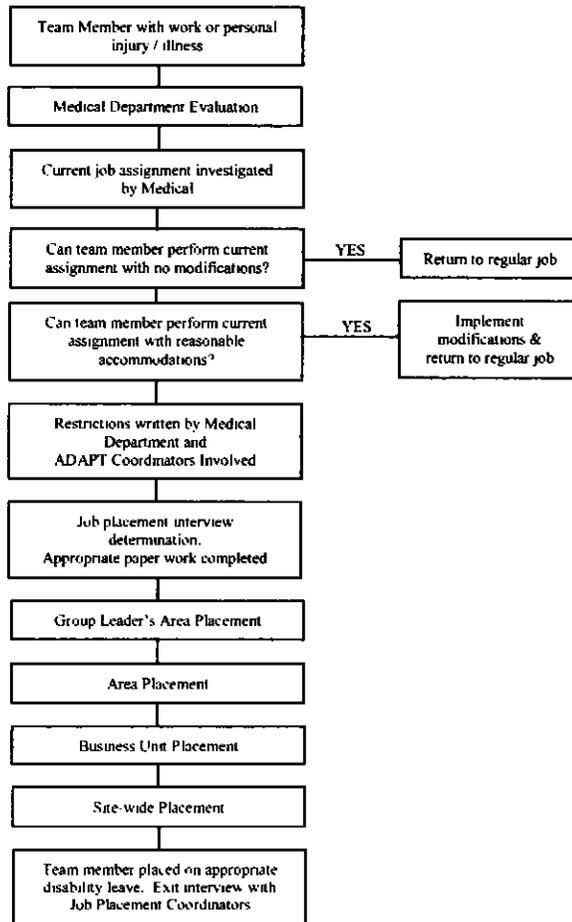
#### **SECTION VII ADAPT PROVISIONS**

1. The following guidelines will be utilized to administer Doc No. 121 of the GMUAW National Agreement - Adapt Program (Member Placement). As outlined in the ADAPT Program the process was designed to enable team members with disabilities to be retained at work or returned to work from a sick leave or worker's compensation leave and be placed on jobs within their physical restrictions, while complying with applicable provisions of this Local Agreement and the National Agreements, Paragraphs 6, 72 and Doc No. 121.
2. Any team member requiring a restriction must first report to the Medical Department for examination to evaluate the team member's medical condition. Notice of a team member with a restriction will be communicated to the ADAPT Placement Team.

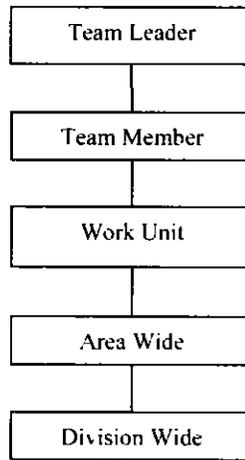
3. If it is determined that the team member requires a job change, they will be placed in a team, seniority permitting, where they are capable of performing all of the jobs assigned to the team in the following order: Group Leader, Area, Business Unit, Site-wide. The Parties understand that throughout this process the team member will first be considered for placement on operations on the team members current shift, utilizing the above described order, seniority permitting. (See attached flow chart)
4. Team members reassigned due to physical restrictions and who return to full duty, after a period of temporary restrictions of 30 days or less will return to their original job assignment, seniority permitting.
5. Team members returning within 60 days from a leave of absence will return to their former team, seniority permitting and providing they are capable of performing the jobs.
6. Team members returning from a leave of absence of 60 days or more will displace the lowest seniority team member within the Area, provided they are capable of performing all of the jobs assigned to the team, seniority permitting.
7. In-line with Paragraph 72 of the GM-UAW National Agreement: Team Members who have been incapacitated at their regular work by injury or compensable occupational disease while employed by the Corporation, will be employed in other work on jobs that are operating in the plant which they can do without regard to any seniority provisions of this Agreement, except that such team member may not displace team members with longer seniority, provided, however, that by written agreement between local Management and Shop Committee, such team members may be placed or retained on jobs they can do without regard to seniority rules.

8. After review by the Medical Department, team members who maintain they are unable to perform the approved jobs to which they have been assigned will be considered a failed placement and will be placed on an unpaid leave of absence pending an Impartial Medical Opinion (IMO) and employment status determination. The ADAPT Placement Team will be notified of team member status. Any disputes will be handled through the grievance and/or IMO procedures.
9. If no job is found under Paragraph 3 of this section, the team member will be interviewed by the Joint ADAPT Placement Team and placed on the appropriate disability leave of absence.
10. The Parties agree that if a restricted team member requests a transfer, or a shift change pursuant to Paragraph 63(a) or 63(b) or the Shift Preference Agreement, *the team member must be capable of performing the jobs.*
11. The Parties understand that the above procedures cannot violate any of the Local or National Agreement understandings and is consistent with the Americans with Disabilities Act (ADA).

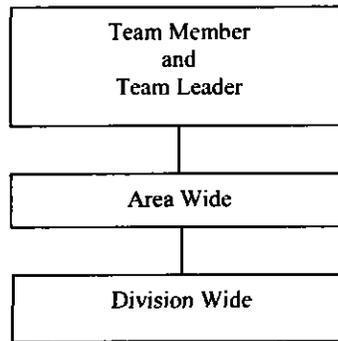
**ADAPT  
(Member Placement)**



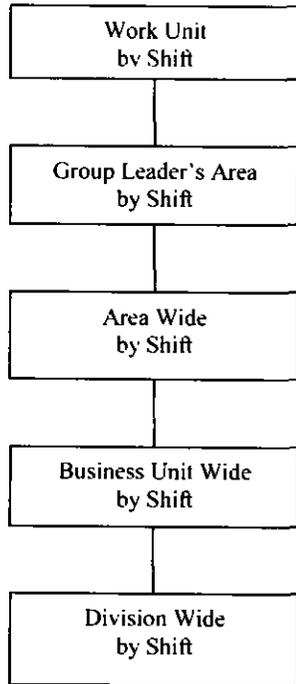
**INDEFINITE REDUCTION  
FLOW CHART  
DIVISION I**



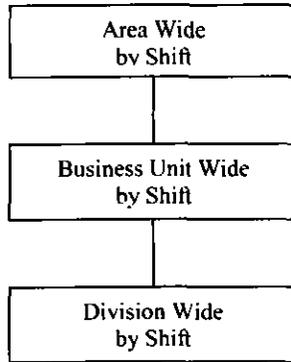
**INDEFINITE REDUCTION  
FLOW CHART  
DIVISION II**



**TEMPORARY REDUCTION  
FLOW CHART  
DIVISION I**



**TEMPORARY REDUCTION  
FLOW CHART  
DIVISION II**



**SPECIAL LEAVE of ABSENCE  
MEMORANDUM OF UNDERSTANDING  
SPRING HILL SITE  
GENERAL MOTORS CORPORATION  
U.A.W. – LOCAL 1853**

During the course of these negotiations, the parties held lengthy discussions on the impact of transitioning to the GM-UAW National Agreement and the future job security of our team members. In recognition of this transition, the parties have agreed to request from the national parties Special Accelerated Attrition Programs and application of Document 117 of the GM-UAW National Agreement.

In addition, the parties have agreed that prior to implementing Sections III and IV of the Local Seniority Agreement, an opportunity for Spring Hill Site team members to make application for a Special Leave of Absence (voluntary layoff) will be provided. Furthermore, the parties are in agreement that this process will only be applicable during the 2003 GM-UAW National Agreement.

The provisions of this Special Leave of Absence will include the following:

- This Special Leave of Absence will be on voluntary basis only.
- Team members who make application will be approved in seniority order up to the agreed upon number.
- Approved team members will be eligible for layoff benefits as agreed upon in the GM-UAW National Agreement and all of its amendments and supplements including the Health Care Program and the Supplemental Unemployment Benefit Plan.
- The maximum length of this Special Leave of Absence shall not exceed the amount of time outlined in Appendix K of the GM-UAW National Agreement.

- In the event there is a need to return team members to work prior to the expiration of the Special Leave of Absence, team members with the lowest seniority will be recalled first.
- Upon returning, team members will be eligible for Return Rights to their former Area as outlined in the Local Seniority Agreement.
- Other provisions and accommodations, as agreed upon by the parties, to facilitate this Special Leave of Absence Memorandum of Understanding.

The provisions of this Memorandum are designed to accommodate a Special Leave of Absence for the Spring Hill Site. It is agreed that the provisions contained herein may not be cited by either party as the basis for altering any other agreement throughout the Corporate locations, nor shall this Memorandum serve as a precedent for any Special Leave of Absence that may be proposed by either party in the future.

### Spring Hill Contracted Services

The parties agree that prior to any indefinite layoff, discussions will take place with the intent of reassigning team members to non-traditional work, as mutually agreed to by the parties. During these discussions the parties will take into consideration manpower requirements, timing and other factors, including other alternatives for manpower utilization. Furthermore, the parties have agreed, that in the event team members are assigned to any non-traditional work listed below, that such assignments would only be for the period of time during which team members would have been indefinitely laid-off.

List of services:

- Booth Cleaning
- Building and Parking Lot Lighting
- Building HVAC and Mechanical Systems
- Building Repair (floor, siding, etc.)
- Cafeteria Equipment
- Construction
- Dock Equipment and Doors
- Floor/Wall Coverings
- Janitorial Services
- Landscaping/Grounds Maintenance
- Mobile Equipment and Battery Maintenance
- Northfield HVAC and Mechanical
- Painting/Glazing
- Tri-Level Loaders/Drivers
- Elevators
- Fire Systems
- Pest Control
- Power Distribution
- Radio Repair
- Railroad Repair
- Road Repair
- Roof Repair
- Sewer Cleaning
- Trash Disposal
- Truck Scales

### **Seniority Provisions**

During the course of these negotiations, the parties have agreed to the *definition of Seniority Groups and Areas* in Section II of the Seniority Agreement. The parties agreed to make proactive Area structure provisions for both Division I and Division II Groups to facilitate comprehensive Seniority, Equalization, Transfer and Shift Preference Agreement applications.

In recognition of the significance of seniority and job security, the parties mutually agreed to a phase-in approach to fill Material and Quality Area positions by permanent, sitewide, transfer postings and member applications under the Transfer Agreement provisions. This phase-in approach will be accomplished by replacing members after the effective date of the new agreement with permanent applicants by seniority as rotating members assignments are completed. Seniority applicants will be transferred per the transfer agreement and will be provided adequate training in order to fulfill the positions.

### **Temporary Layoffs**

During these negotiations, the parties discussed certain situations where it is desirable for both parties to extend a temporary layoff beyond sixty (60) calendar days. The parties agreed that in those situations where this is mutually agreeable, team members who are on layoff will be given an opportunity to return to their respective work unit, on their assigned crew/shift, or another crew/shift within their work unit, seniority permitting. The parties further agreed that this would be applicable to Division I and Division II team members and such return would be based upon a mutually agreeable application process.

### **Temporary Assignments**

During the course of these negotiations the parties discussed the process to temporarily assign team members from one team/area to another. It is management's intention, when temporarily assigning team members to another team/area to ask for volunteers first. In the event additional team members are needed, management agrees to retain the team members who are capable of performing the work in their assigned team/area with the longest length of seniority and to reassign the least senior team members as necessary.

### **Temporary Openings**

During the course of these negotiations the parties discussed certain situations where a job remains unassigned for an excessive amount of time. The parties recognize that openings are determined based upon the Work Unit, Area and Business Units staffing requirements and that there are certain circumstances where it is not in the best interest of the parties for the Area Leaders to declare openings (i.e.: team member scheduled to return from a leave of absence, etc). The parties agreed that temporary jobs will be posted on the Monday following the sixty-first (61) day of the opening occurring, unless extended by mutual agreement by the parties.

### **ADAPT – Return From Leave of Absence**

During the 2004 Negotiations the parties discussed the application of the ADAPT process as it is outlined in the GM-UAW National Agreement, specifically, the amount of time required to determine if a team member returning from a leave of absence with restrictions can be accommodated. The parties recognize that response time is critical to the success of the process and that each individual case is uniquely different. Nevertheless, it is the parties' intent to place team members with restrictions on a job they can perform as soon as possible, but no longer than thirty days. Furthermore, the parties recognize that such placement must be in accordance with the provisions of the Local and National Agreement, the ADAPT program, the Americans with Disability Act and within the team member's restriction.

### **Vacation Eligibility**

As outlined in the Vacation Entitlement Section of the GM-UAW National Agreement, and following long established practice at Spring Hill, the eligibility date used for vacation entitlement in Spring Hill will remain, as January 1 of the same calendar year that the Team Member's length of service/ seniority date would provide for an increase in vacation entitlement.

All other provisions of the Vacation Entitlement Section of the GM-UAW National Agreement will apply.

**Vacation Eligibility for Saturn Members  
Hired Before 12/31/94**

During the course of these negotiations, the parties discussed the vacation entitlement of team members who were hired at Spring Hill before 12/31/94 and work a four (4) day, ten (10) hour schedule. The parties agree that the established Grandfather provisions for vacation eligibility will remain intact.

Spring Hill Represented Team Members who were on roll as of 12/31/94 will be granted vacation eligibility based on the following chart.

**Vacation Eligibility for Saturn Members  
Hired Before 12/31/94**

<u>Length of Service</u>	<u>Vacation Entitlement</u>
<b>5-Day Schedule:</b>	<b>HOURS</b>
0 < 3	80
3 < 5	100
5 < 10	120
10 < 15	140
15 < 20	160
20+	200
<b>4-Day Schedule:</b>	
0 < 10	120
10 < 20	160
20+	200

**TRANSFER AGREEMENT  
SPRING HILL SITE  
GENERAL MOTORS CORPORATION  
U.A.W. – LOCAL 1853**

This Agreement is entered into this 14<sup>th</sup> day of June, 2004 between the Spring Hill Site Management, General Motors Corporation, and the Shop Committee of Local 1853, *International Union, United Automobile, Aerospace and Agricultural Implement Workers of America*, hereinafter referred to as the Union.

This Memorandum of Understanding is entered into for the purpose of applying Paragraphs 63(a) and 63(b) of the GM/UAW National Agreement.

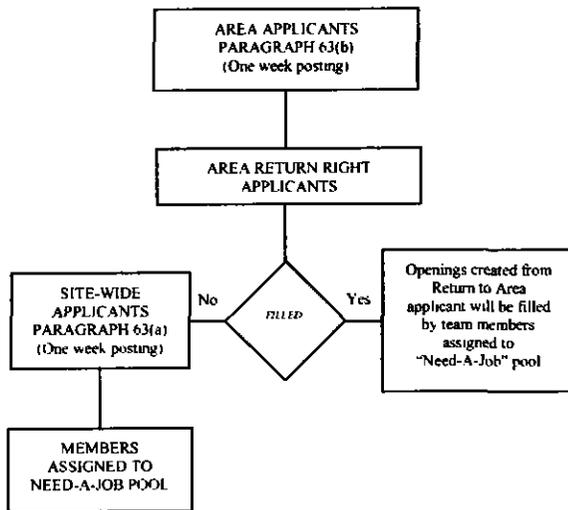
**SECTION I  
GENERAL PROVISIONS**

1. For the purpose of applying Paragraphs 63(a) and 63(b) of National Agreement, active team members may make application for permanent openings with People Systems by the end of the posting period, as follows:
  - a) Team members who desire transfer to a job outside of their Area may make application under the provisions of Paragraph 63(a) of the National Agreement.
  - b) Team members who desire transfer to a job within their Area may make application under the provisions of Paragraph 63(b) of the National Agreement.
2. Postings will occur on Mondays.
3. Active team members who desire to cancel an application must submit a form notifying People Systems of their desire prior to the end of the posting period.

4. Where ability, merit and capacity, as determined by the parties, are equal, the team member with the longest length of service capable of performing the job will be transferred.
  - a) Team members will be transferred under these provisions and will not have the option to refuse such a transfer.
  - b) Transfer to KSA Areas under Paragraph 63(a) or 63 (b) shall be filled by the highest seniority team member who meets the minimum qualifications, as determined by the parties.
5. Once transferred under Paragraph 63(b) provisions of this Agreement, such team member may not make application or move under Paragraph 63(b) provisions of this Agreement, until six (6) months have elapsed. Team members are eligible to make application for transfer under Paragraph 63(a) of this Agreement.
6. Once transferred under Paragraph 63(a) provisions of this Agreement, such team member may not make application or move under Paragraph 63(a) or 63(b) provisions of this Agreement, until six (6) months have elapsed.
7. Eligible team members transferred under this Agreement will acquire seniority in their new job and the rate of pay, if higher, in the new occupational group on the Monday following the day in which the team member is transferred.
  - a) If the team member does not meet the standard requirements of the job after thirty (30) calendar days, he/she will be returned to their former Area, seniority permitting.

1. Team members who are transferred under these provisions will be transferred within fourteen (14) days of the end of the posting period. All exceptions must be approved by the parties.
2. Openings declared by the Area Leaders shall be filled utilizing the following flow chart:

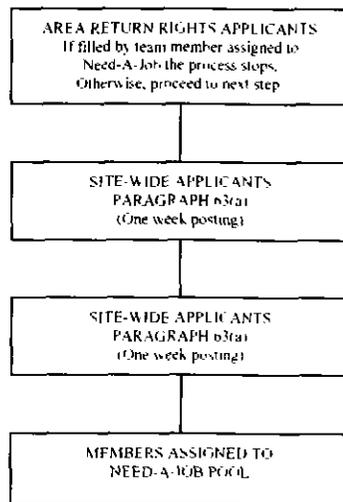
### Operating Technicians



**SECTION II  
DIVISION II  
TRANSFER AGREEMENT**

All of the provisions stated in this Agreement apply to Division II team members except as otherwise listed below:

1. For the purposes of defining an eligible team members length of service, team members shall use their Skilled Trades Date of Entry (at Spring Hill) by classification.
2. Team members are only eligible to make application for openings within their current classification, unless otherwise agreed upon by the parties. Openings declared by the Area Leaders shall be filled utilizing the following flow chart



**SHIFT PREFERENCE AGREEMENT  
SPRING HILL SITE  
GENERAL MOTORS CORPORATION  
U.A.W. – LOCAL 1853**

This Agreement is entered into this 14<sup>th</sup> day of June, 2004 between the Spring Hill Site Management, General Motors Corporation, and the Shop Committee of Local 1853, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union.

*The following provisions are not intended to conflict in any way with the principles stated in Paragraph (75) of the GM-UAW National Agreement which states that shift preference agreements must have sufficient flexibility to give full protection to efficiency of operations under all circumstance and conditions. The purpose of this Agreement is to establish a procedure whereby team members may be transferred to a shift of their preference in line with their seniority.*

1. Team members on active status will be given an opportunity to make application to their preferred shift within the following guidelines provided the team member is capable of performing the jobs.
2. Team members who have seniority may make application to select their desired shift by making application to People Systems. Such applications will be honored effective the first Monday of the following month, provided it is on file between the first day of the previous month and by the last scheduled working day prior to the 15<sup>th</sup> of the previous month, seniority permitting.
  - a) To be eligible for shift preference, a team member must be on active status as of the last scheduled working day prior to the 15<sup>th</sup> of the previous month.

- b) The Group Leader will notify team members impacted by these provisions within seven (7) days in writing. Such application will be honored in seniority order at a rate that will not impact a work unit greater than 25% per month.
  - c) Team members displaced due to a shift preference are eligible to make application for their preferred shift, during the next shift preference cycle, provided they are on active status and are capable of performing the jobs.
  - d) Shift Preference applications will remain valid unless the team member cancels the application. Team members desiring to cancel a shift preference application must make their desire known in writing to People Systems. People Systems must receive such applications by the last scheduled working day prior to the 15<sup>th</sup> to be considered as cancelled.
- 3. In the event more than one shift application is received, such applications shall be processed in seniority order.
  - 4. After being placed on their preferred shift, team members may not apply for a different shift under these provisions for a period of six (6) months unless moved to a different shift involuntarily. Team members, who are displaced involuntarily from their shift or transfer under Paragraphs 63(a) or 63(b) of the GM-UAW National Agreement, may apply for their preferred shift during the next application period.
  - 5. Team members will be placed on their preferred shift, seniority permitting, in the following sequence:
    - a) Team member will displace the lowest seniority team member in their work unit, in the same classification.

- i. When the only applicants to shift preference are within the same work unit and can be accomplished without impact to other team members, the applicants will displace each other. Paragraph four (4) above will continue to be applicable.
  - b) Team members will displace the lowest seniority team member within their Area other than PT Block, PT Cams, PT Cranks, PT Heads, V.S. Paint Repair, V.S. Mechanical Repair and VS SWAT Team, in the same classification.
  - c) Team members in Vehicle Systems will displace the lowest seniority team member in the Vehicle System Business Unit other than the Paint Repair, Mechanical Repair and SWAT Team.
6. The parties recognize that under certain circumstances it may become necessary for a team member to be assigned to another shift out of line of seniority. Prior to such reassignment, the Area Leader and the appropriate Shop Committeeperson (or their designated representative) will discuss the reason for such temporary assignment and the potential length. However, in all such instances, the team member will be returned to their preferred shift, seniority permitting, as soon as possible, but in any event within sixty (60) days.
7. The parties also recognize that under certain unusual circumstances, it may become necessary for seniority team members to request a temporary change from their regular shift to another shift. Such request shall be made in writing to the Group Leader, stating the reason for the request and the length of time for which the change is desired. When a request of this nature arises the Area Leaders and the UAW District Committeepersons involved will meet to determine if any accommodations can be made. Every consideration will be given to the merits of the request and, wherever practical, deserving applicants will be temporary

transferred for a specific period of time, not to exceed sixty (60) calendar days, provided there is another team member, capable of performing the work, who will voluntarily trade shifts with the applicant for the requested length of time. In the event there is not another team member available to voluntarily trade assignment, management will take into consideration the nature of the request prior to making a decision on allowing a temporary shift change.

8. In order to protect the customer by producing a world class vehicle during model changeover, acceleration periods and other unusual situations, Management and the Union have agreed that this Shift Preference Agreement will be suspended as agreed to by the parties as follows:
  - a) During a Minor Model Changeover there would be no movement for the month of the buildout and continue for a period of at least thirty (30) days following the model start-up.
  - b) During a Major Model Changeover there would be no movement for the month of the buildout and continue for a period of at least sixty (60) days following the model start-up.
  - c) Prior to suspending shift preferences, for model changeover as outlined above and other unusual situations, the parties agreed that such issues will be discussed at the Shop Committee Meeting with the Union, outlining the circumstances, work units/ Areas affected, classifications and duration of such suspension. It is the intent of the parties to minimize such suspensions of shift preferences while ensuring the efficiency of operations.
9. The parties have agreed that these provisions are not applicable to team member positions that are jointly selected or time specific and team members assigned to the Team Leader role.

10. When new work or organizational changes are implemented, the parties will determine the application of this agreement.

**DIVISION II  
SHIFT PREFERENCE AGREEMENT**

All of the provisions stated in this Agreement apply to Division II team members except as otherwise listed below:

Paragraph 5 above shall be replaced by the following:

5. Division II team members will displace the lowest seniority team member within their Area, in the same classification.

**LOCAL WAGE AGREEMENT  
SPRING HILL SITE  
GENERAL MOTORS CORPORATION  
U.A.W. – LOCAL 1853**

This Agreement is entered into this 14<sup>th</sup> day of June, 2004 between the Spring Hill Site Management, General Motors Corporation, and the Shop Committee of Local 1853, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union.

It is understood by the parties that this Agreement is in full and complete compliance with Paragraph (100) of the GMUAW National Agreement.

**SECTION I  
GENERAL PROVISIONS**

1. This Agreement supersedes all prior Local Wage Agreements and Supplements thereto.
2. It is understood that Local Wage Agreements consist of the wage scale, by job classification, as was in effect in the Local Wage Agreement as of the current National Agreement plus any written changes, additions, or supplements thereto. Any changes, additions, or supplements thereto shall be reduced to writing and are subject to the approval of the Corporation and the International Union.
3. The Cost of Living Allowance provided for in the National Agreement is not included in the wage rates set forth in this Agreement. The Cost of Living Allowance will be determined and paid under the provisions of the National Agreement.
4. The wage rates of hourly rated team members will be adjusted in accordance with the provisions of the National Agreement.

5. This Agreement is subject to the approval of the Personnel Staff of the Corporation and the International Union.
6. It is understood that the implementation of this Agreement will require transitioning of bargaining unit team members to a General Motors Hourly Payroll System. Management will involve the Local Union in the transition to the GM Hourly Payroll System.

**SECTION II  
HIRING RATES**

1. The hiring rate for new team members, other than skilled trades, shall be in accordance with the provisions of the National Agreement.
2. The hiring rate for new qualified team members, hired into the skilled trades, shall be in accordance with the provisions of the National Agreement.

**SECTION III  
EFFECTIVE DATE of INCREASES or DECREASES**

1. A team member who is permanently assigned to a higher rate job will receive the higher rate at the beginning of the first full shift on which he/she is assigned to the higher rated job. If the team member does not meet the standard requirements of the job within the first sixty (60) calendar days, he/she will be returned to their former team, then Area, seniority permitting.
2. A team member transferred to a lower rated job will be paid the lower rate effective on the first day of the next pay period.

**SECTION IV  
TEMPORARY ASSIGNMENTS**

1. In cases where a team member is temporarily assigned to work which pays a higher rate than they are receiving, the team member shall be paid at the higher rate for all hours worked that shift, providing the team member works one (1) or more hours, including overtime hours, on such a job.

**SECTION V  
CLASSIFICATIONS and WAGE RATES**

<b>Classification</b>	<b><u>2004</u></b>	9/19/2005 <b><u>2005</u></b>	9/18/2006 <b><u>2006</u></b>
<i>Operating Technician</i>	\$26.21	\$26.73	\$27.53

<b>Division II Skilled Trades</b>			
<b>Classification</b>	<b><u>2004</u></b>	9/19/2005 <b><u>2005</u></b>	9/18/2006 <b><u>2006</u></b>
Electrician	\$29.93	\$30.53	\$31.45
Machine Repair	\$29.93	\$30.53	\$31.45
Tool & Die	\$29.93	\$30.53	\$31.45
Stationary Engineer	\$29.93	\$30.53	\$31.45

Team Leaders shall be paid \$0.50 more than Operating or Trades Technicians.

### **Administrative Rate**

The parties agreed during these negotiations that members assigned to "Administrative Rate Positions", as of the date of notice of implementation, will have their base rate frozen at the current pay rate until such time as the rate of the classification they are assigned to, is equal to or greater than the rate they are currently being paid, after which, the team member shall be paid the same as all other team members assigned to their classification.

This understanding will apply only to team members currently in administrative rate positions or removed from their position during the term of the 2003 UAW/Saturn Local Agreement.

Members voluntarily vacating these positions or who no longer hold elected office positions currently qualifying for the administrative rate will not be eligible for these phase out provisions.

Such members will be returned to the applicable operating or trade tech wage rate. Members who may be assigned to a position currently qualifying for administrative rate will not be eligible for administrative rate.

**EQUALIZATION of OVERTIME AGREEMENT  
SPRING HILL SITE  
GENERAL MOTORS CORPORATION  
U.A.W. – LOCAL 1853**

This Agreement is entered into this 14<sup>th</sup> day of June, 2004 between the Spring Hill Site Management, General Motors Corporation, and the Shop Committee of Local 1853, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union.

This Memorandum of Understanding is entered into for the purpose of applying Paragraph (71) of the GM/UAW National Agreement.

**SECTION I  
GENERAL PROVISIONS**

1. For the purpose of this agreement, each work unit, by shift, is considered as an equalization group; the only exception to this is in Division II, Section VI.
  - a) Team Leaders will be considered part of the work unit's equalization group. The parties recognize and agree that in those instances where a Team Leader is required to work for training purposes or to function as a Team Leader they will be so offered and charged for the appropriate amount of hours, regardless of their position in the equalization group.
2. Hours will be credited in terms of total pay hours involved. (One hour at time-and-a-half equals one and one-half credit hours; one hour at double time equals two credit hours.)
3. Team members will be credited for all hours offered or worked as indicated in Paragraph 2 above and such

credit recorded on the agreed upon equalization charts and updated weekly.

4. The recording of the equalization charts shall be the responsibility of the Team Leader or other individuals as agreed upon by the parties. The Group Leader will be responsible for the accuracy of the equalization charts.
5. Equalization records will be openly displayed in each area so that team members belonging to one of the equalization groups displayed may, if they so desire, check their overtime standing against the other team members within the same equalization group. Displayed records will provide up to three (3) weeks of overtime entries. Overtime equalization records will be kept on file for twelve (12) months. In addition, the parties agree that proactive steps regarding overtime equalization is included in the team roles and responsibilities. Accordingly, one of the functions of the work unit is to review and discuss the Equalization of Overtime Records during their team meeting. It is the expectation of the parties that during team meetings, members will note any discrepancies on the overtime records. Discrepancies would then be communicated to the Group Leader for correction. It is the parties' intent, that by reviewing the Equalization of Overtime Records on a weekly basis, discrepancies will be corrected allowing team members to equalize overtime.
6. Once a month the Group Leader and the District Committeeperson will review and initial the Equalization of Hours charts for their respective area when found satisfactory. If a problem is found to exist, the parties, including the Area Leader will make every attempt to correct the issue. If unresolved, it shall be brought to the attention of the appropriate Shop Committeeperson and the Area Manager/Operations Leader and People Systems Team Leader who will meet to resolve the problem. If unresolved, it shall be brought

to the attention of the Chairperson of the Shop Committee and the Spring Hill Site Personnel Director.

**SECTION II  
ENTERING EQUALIZATION GROUPS**

1. Newly hired team members shall be charged with an accumulated number of hours equal to the highest team member in hours in the equalization group.
2. When a team member is transferred from one equalization group to another, including transfer from one shift to another, they will be credited with the average hours in the equalization group to which they are transferred.
3. A temporary team member (hired under Appendix A of the National Agreement) will be charged with an accumulated number of hours equal to the highest team member in hours in the equalization group.
4. Team members who are temporarily assigned to work in different equalization groups will continue to equalize within their regular group. When a team member works in or is offered overtime in their own or any other equalization group, they will have all overtime hours offered or worked charged back to their own equalization group.
5. When a team member in an equalization of hours group is on layoff under the Temporary Layoff provisions of the Local Seniority Agreement, the overtime hours will be charged on the equalization of hours record the same as they are charged when the team member is on vacation. Team members will only be charged if they are in line on the equalization of hours record to be offered work.

6. When a team member returns to work from a layoff under the Indefinite Layoff provisions of the Local Seniority Agreement, they will be credited with the average hours in the equalization group to which they are returned.
7. Team members returning to the bargaining unit under Paragraph 69 of the GM-UAW National Agreement shall be charged with an accumulated number of hours equal to the highest team member in hours in the equalization group.

**SECTION III**  
**ABSENCES and LEAVES OF ABSENCE**

1. A team member who is absent, on vacation or fails to work for any reason, except for those reasons described in Paragraph (4) below, will be charged with the hours available in accordance with the relative position of the team member on the Equalization of Overtime Record.
2. Team members on authorized leaves of absence for a period of thirty (30) days or longer shall, upon re-entering an equalization of hours group, be given the average hours of the group.
3. Team members on leaves of absence for a period of less than thirty (30) days will be charged on the Equalization of Overtime Record the same as they are charged when a team member is on vacation. Team members will only be charged if they are in line on the Equalization of Overtime Record to be offered work.
4. A team member absent due to the following reasons will not be charged for any hours not worked due to:
  - Paragraph 218, Jury Duty, of the National Agreement

- Paragraph 218(a), Short-term Military Duty, of the National Agreement
  - Paragraph 218(b), Bereavement, of the National Agreement
  - Paragraph 203, Holidays, of the National Agreement
  - Hours offered after leaving the site
5. Grievance settlements directly related to Paragraph 71 violations and disciplinary layoffs will have paid hours charged in the equalization group.

#### **SECTION IV COMMITTEEPERSONS**

1. During the period of time a team member is serving as a Committeeperson, Chairperson, Shop or District, their hours will not be charged nor will they show on any Equalization of Overtime Records.
2. When team members cease to function as Committeeperson, they will be charged on the appropriate Equalization of Overtime Records as defined in Section II, Paragraph 2 of this Agreement.
3. A team member temporarily appointed as a Committeeperson or Alternate Committeeperson for a period of less than thirty (30) days, will retain the same "position" relative to the average hours of their group. If an appointment is for thirty (30) days or more, they will be charged with the average hours of overtime within the equalization group when they return to the group.

**SECTION V  
MISCELLANEOUS**

1. When a full complement of any group is scheduled for weekend work, all team members will be charged with the available hours.
2. Team members who accept overtime and fail to show for any reason, excluding those absences outlined in Section III, Paragraph 4 of this Agreement, or are sent home by the Spring Hill Medical Department, shall be charged twice the number of hours they would have normally been charged.
3. At the beginning of each year, or at any other time as mutually agreed upon by the parties, the equalization of hours records will be modified by adjusting the team member(s) with the lowest in hours to zero hours on the Equalization of Overtime Record and the hours of the rest of the group adjusted accordingly.
4. When a team member is absent at the time overtime is offered, the team member will be charged for hours available. If the absent team member returns to work after the overtime is scheduled, but prior to the overtime being performed and the team member makes themselves available, by discussing their availability with the Group Leader, management will add the team member to the overtime schedule if work is available in their equalization group.
5. A team member with a restriction should be treated as any other member of the work unit when it comes to overtime assignments in the work unit or tasks to which they are temporarily assigned provided there is a necessary job scheduled to work overtime which the restricted member is capable of performing within the bounds of the restriction and in line with their equalization of hours group.

**SECTION VI  
DIVISION II**

1. Team members in this division will be governed by all provisions of this Agreement, except:
  - a) Equalization of Hours (EOH) groupings shall be further defined by classification and Area.
  - b) Section III, Paragraph 4 shall read:

A team member absent due to the following reasons will not be charged for any hours not worked due to:

    - Paragraph 218, Jury Duty, of the National Agreement
    - Paragraph 218(a), Short-term Military Duty, of the National Agreement
    - Paragraph 218(b), Bereavement, of the National Agreement
    - Hours offered after leaving the site
2. The parties recognize the need to have qualified, capable people to perform work during periods of overtime. The following procedure sets forth the means to obtain the necessary skills that will improve operational effectiveness and improve our competitive business position in the marketplace.
  - a) For daily overtime, Management may offer work to team members, based on their standing in the E.O.H. group, in the following sequence:
    - i. First, offer work to team members who have been performing the work prior to overtime.

- ii. Second, offer work to team members from the E.O.H. group who are capable of performing the work.

Any deviations to the above will be reviewed by the Skilled Trades Leader and the District Committeeperson.

- b) For weekend and holiday overtime, when Management bypasses team members in an equalization of hours group for continuity or expertise on critical jobs (NOTE: Critical jobs are defined as those needed to set up or maintain operations or construction requirements to meet present or future schedules), the following procedures will be utilized.
  - i. Skilled Trades Leaders will notify the District Committeeperson and review the bypassing of team members with the intent of keeping bypassing to a necessary minimum.
  - ii. Skilled Trades Leaders who have the need to bypass team members will notify the overtime planner/scheduler. Notification to the trades affected that bypassing has occurred, and a brief explanation, will be posted in scheduling areas.
  - iii. For emergencies, or last minute scheduling, the area doing the bypassing will notify the District Committeeperson.
  - iv. In either of the cases cited above in Paragraph 2B (ii) or (iii), the posting of the notification on bypassing will take place as soon as possible, but no later than the next regularly scheduled workday.
  - v. In those instances where team members do not have appropriate training to complete work assignments in critical areas,

management will provide training to team members for these critical areas, as needed.

- vi. When bypassing for continuity of critical jobs, Skilled Trades Leaders will ask no more than fifty percent (50%) of the required manpower, out of line for that job.
  - vii. The fifty percent (50%) guideline does not apply when bypassing for critical job expertise. Where more than one tradesperson is needed to accomplish a critical job, bypassing will be limited to a spread of sixty (60) hours.
  - viii. The Skilled Trades District Committee person and Area Leaders, with the intent to prevent problems, will jointly monitor the process. The parties agree to be proactive rather than reactive.
3. Prior to assigning apprentice(s) overtime, all skilled tradespersons of the affected apprentice classification across the site will be offered overtime.
4. The parties agree that Union involvement can be a positive contribution to work planning as described in QNPM. Therefore, processes will be developed through the QNPM activity to jointly review work planning, including overtime work. This QNPM activity may include such items as, the timeframe for which work is to be completed, content of work and quantity of team members potentially required to perform work.

### **Overtime**

Management agrees that in those instances where multiple overtime production days are being contemplated to consider the difference in hours between shifts when scheduling this overtime. The parties further agree that in an attempt to minimize the difference of overtime between shifts for this purpose, team members may be offered overtime and work on shifts other than their own as mutually agreed to by the parties. Furthermore, the parties are in agreement that such a practice is not a violation of the Local Equalization of Hours Agreement or Paragraph 71 of the National Agreement.

## Structure & Decision Making

During the course of the 2004 negotiations both parties raised concerns over the decision-making processes historically utilized at the Spring Hill Site. Furthermore, the parties agreed that the decision making model as well as the processes and structures used to make decisions at the Spring Hill Site changes with the implementation of the GM-UAW National Agreement.

Within the GM-UAW National Agreement, the foundation to continue the Spring Hill Site's culture and environment is the Quality Network Beliefs and Values. Through this foundation, we will 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 within the confines of the Quality Network Beliefs and Values as outlined in GM-UAW National Agreement and listed below:

Union's Role	Joint Activities Committee	Management's Role
<ul style="list-style-type: none"> <li>• Represent Stake and Equities</li> <li>• Comply with UAW Constitution</li> <li>• Comply with State &amp; Federal Labor Law</li> <li>• Fulfill Duty of Fair Representation</li> </ul>	<ul style="list-style-type: none"> <li>• ADAPT</li> <li>• Apprentice Committee</li> <li>• Equal Application Committee</li> <li>• Growth &amp; Opportunity Committee</li> <li>• Industrial Hygiene</li> <li>• Joint Ergonomic Technician Team</li> <li>• Local Jobs Committee</li> <li>• Plant Safety Review Board</li> <li>• Plant Staff Quality Council</li> <li>• Suggestion Plan</li> <li>• Work Family Program</li> <li>• Others</li> </ul>	<ul style="list-style-type: none"> <li>• Secure Necessary Resources</li> <li>• Provide Fiduciary Oversight</li> <li>• Represent the Corporation in Legal &amp; Regulatory Matters</li> <li>• Administer Compensation</li> <li>• Formal Hiring</li> <li>• Formal Promotion</li> <li>• Formal Demotion</li> <li>• Formal Dispersal of Expenditures</li> </ul>

### **Structure and Decision Making**

The parties recognize and understand that any agreement concerning the UAW leadership structure in Spring Hill would require an agreement between Spring Hill Site management and the UAW Local 1853 Shop Committee. In addition, the parties understand that any agreement cannot supersede or conflict with any provisions of the GM-UAW National Agreement.

### **Transition Period**

During the course of these negotiations the parties discussed the difficulties facing the organization as we transition to the GM/UAW National Agreement. Clearly, as we embrace the provisions of the GM/UAW National Agreement and the action strategies of the GM/UAW Quality Network, the participation by the UAW would serve to enhance the interests of both parties.

Accordingly, and in the spirit of a fair and equitable transition, forty (40) positions will be posted utilizing the Local Transfer Agreement. These assignments could be in areas such as but not limited to: GMS implementation, Manpower Planning, Safety Improvement Projects, Transition to ISO, Simulated Work Environment expansion, etc, to move the Spring Hill Site to the performance levels required. Such assignments will be designed by the company and managed by Area Managers, Area Leaders, or their designees.

*Additionally, it is understood that the individuals involved in these assignments will not be part of the decisionmaking process. Furthermore, these assignments will be discontinued upon the expiration of the 2004 Local Agreement, unless mutually agreed to by the parties.*

### **Partnered Positions**

During the course of these negotiations the parties discussed at length the role the union has played in the Spring Hill operations. The parties have fully embraced and are committed to utilize the Quality Network, Health and Safety, Work Family and Planned Maintenance Programs as the primary avenues for union participation throughout the Spring Hill Site.

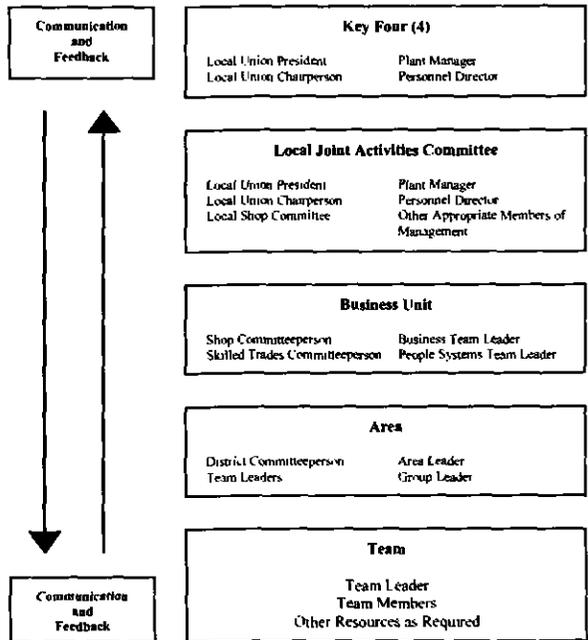
The parties recognize that by replacing the current Spring Hill structure and decision making processes with joint program representatives under the GM-UAW National Agreement, Spring Hill management and the elected leadership of UAW Local 1853 must work together to balance the success of the Spring Hill Site, while maintaining a people orientated culture.

To be successful both parties, Spring Hill Management and the elected leadership of UAW Local 1853, understand and commit to be fully engaged and involved in these joint activities in the spirit and intent in which the national parties have created them. In this regard, the functions currently performed by represented "partnered positions", will be discontinued.

Furthermore, the parties have agree that discontinuation of these "partnered positions" will not be considered under Appendix K of the National Agreement as a qualified layoff event for the duration of the 2003 GM-UAW National Agreement.

### Joint Leadership Meetings

During the 2004 Negotiations the parties discussed the transition from the historical decision making structure at Spring Hill to the joint process outlined in the National Agreement. The parties have agreed that timely and accurate communication needs to occur at the various levels of the organization. These meetings will be regularly scheduled and will allow the stakeholders an opportunity to communicate and discuss issues to enhance the success of the organization. Any concerns about these meetings should be brought to the attention of the Key Four (4) for resolution.



**SPRING HILL PRODUCTION PROCESS  
SPRING HILL SITE  
GENERAL MOTORS CORPORATION  
U.A.W. – LOCAL 1853**

This Agreement is entered into this 14<sup>th</sup> day of June, 2004 between the Spring Hill Site Management, General Motors Corporation, and the Shop Committee of Local 1853, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union.

The parties recognize that the Spring Hill Site is an historic endeavor that has a far-reaching impact throughout the Corporation. Our goal is to safely manufacture the highest quality products at the lowest cost to exceed our customer expectations. The parties recognize that we must continue to develop a culture based upon beliefs and values that fully adopts the People System Principles of the Quality Network and competitive manufacturing practices. The parties understand that failure to meet these challenges jeopardizes our ability to ensure the continued standard of living to which our team members, shareholders and suppliers have become accustomed. This method of operation is designed to inherently match the needs of the business to the needs and culture of the Spring Hill workforce. It is recognized that among the desired results are continued team member participation in decision making at the work unit level focusing on continuous product quality improvement.

Accordingly, with safety, people, quality, responsiveness and cost as our focus, we mutually agree that a complete commitment to competitive manufacturing practices and Quality Network principles is our mutual goal. The adaptation of the Global Manufacturing System is critical to achieving our goals. To be successful the manufacturing environment must be based upon the principles of teamwork, mutual trust and respect.

The parties commit to demonstrate that people are the most important resource of the Company and that Labor and Management will work together as members of the same team with common objectives and goals. Should disputes or difference arise resolution will be through full and open communication. In order to ensure our competitiveness, it is understood that change is inevitable and as future improvements are made in competitive manufacturing, our processes will parallel these changes.

Spring Hill Site will adopt the following roles and responsibilities for Manufacturing Team Members, Team Leaders and Group Leaders. It is further understood by the parties that the following provisions are not intended to conflict in any way with the principles stated in the GM UAW National Agreement.

#### **WORK UNITS**

Work Units consist of a small group of team members who work together as the basic building block of the organization to support production processes, share common tasks, support each other, and achieve common goals through continuous improvement. The purpose of the work unit is to involve team members in the work process, to improve performance, enhance product quality, and improve working conditions.

Quality, Material, Service Parts Operations and Manufacturing/Production teams will consist of approximately 4-6 team members including the Team Leader. This requirement of teams consisting of 4-6 team members for Division II, Skilled Trades Organization, Resource Areas and other areas will be determined by the parties.

## **DIVISION I TEAM MEMBER RESPONSIBILITIES**

The role of the team member is to support and implement the processes required to achieve the SPQRC goals of the organization.

### **Safety**

**Safety is a given, everyone must be responsible for their own safety. Team members are required to:**

- 1) wear required personal protective equipment (PPE) at all times
- 2) use tools and equipment properly by following safe operating procedures
- 3) understand and follow guidelines and practices (e.g., evacuation procedures, lock-out procedures, etc.)
- 4) activate emergency stop if an emergency condition occurs
- 5) report accidents or near misses to leadership
- 6) behave in a manner that promotes safe work practices
- 7) assist others in following safe work practices
- 8) use ergonomic assists as required
- 9) participate in safety training as required
- 10) maintain a clean and safe workplace

### **People**

**People are the foundation upon which a successful organization is built. Team members are expected to:**

- 1) communicate openly and freely with all team members, resources and leaders
- 2) treat all team members with dignity and respect
- 3) understand and support Spring Hill's mission and values
- 4) work with other team members
- 5) assist in the training of other team members (as required)
- 6) attend and participate in discussions at team meetings
- 7) rotate on all jobs within the team at scheduled intervals (start of shift, breaks and lunch or as determined by the parties)
- 8) participate and support Area activities
- 9) be certified on all jobs within the team
- 10) participate in the process to make decisions within the team
- 11) understand and comply with all rules of conduct regarding appropriate behavior
- 12) plan attendance and vacation time-off with appropriate approval
- 13) understand and attend required training

### **Quality**

**Building quality products is a key to securing our future.**

**Team members are expected to:**

- 1) follow standardized work for all operations
- 2) notify Team Leader of problems related to the function of tools, equipment, fixtures, devices and parts (operation, wear, etc.)
- 3) wear mutilation protection and use due care with tools, equipment, fixtures, devices and parts to prevent damage to the product

- 4) perform routine maintenance
- 5) signal for assistance (e.g. Andon System) when:
  - an out-of-standard condition occurs that cannot be remedied immediately.
  - work cycle cannot be completed.
  - a previously undetected defect is observed.
- 6) reset quality system (e.g. Andon) if problem is resolved prior to assistance arriving when appropriate
- 7) inspect all work and perform any repairs and rework (as required)

#### **Responsiveness**

**Meeting production schedule every shift, every day is vital for the long-term success of Spring Hill. Team members are expected to:**

- 1) follow standardized work
- 2) understand line balance elements
- 3) assist in development of work place layout and job design
- 4) assist in development of scrolling/workflow diagram activities
- 5) assist in daily workstation organization and job set-up (as required)
- 6) suggest and help implement ideas to reduce waste
- 7) *utilize designated process for direct material requests* (EPS, ECPS, traditional, etc.)
- 8) notify Team Leader/MFS if:
  - no response to request is received
  - parts are not delivered on time
- 9) verify kanban against material

#### **Cost**

**Improving and controlling costs supports the long-term viability of Spring Hill. Team members are expected to:**

- 1) process discrepant material appropriately and timely
- 2) report all discrepancies as appropriate
- 3) pursue reductions in direct and indirect material costs
- 4) perform to budget
- 5) suggest and help implement ideas to reduce waste
- 6) ensure accuracy of timekeeping system

## **DIVISION I TEAM LEADER RESPONSIBILITIES**

The role of the Team Leader is to lead the team in day-to-day operations to meet safety, people, quality, responsiveness and cost (SPQRC) activities and is not part of the team's job rotation.

### **Safety**

**Safety is the overriding priority of the organization. The responsibility of the Team Leader is to encourage and ensure that:**

- 1) required safety, ergonomic and work practices are followed, including updating Green Cross chart daily
- 2) all team members follow safety rules and practices
- 3) hazardous waste handling practices and proper disposal procedures are maintained and followed
- 4) evacuation and emergency procedures are posted and understood by all team members
- 5) safety and ergonomic resources are involved to identify and resolve potential safety issues
- 6) work area is inspected and free from potential safety hazards or problems
- 7) personal protective equipment is worn as required
- 8) team members are trained in all required safety practices
- 9) all safety incidents are reported to the Group Leader
- 10) the work unit is represented at the Area safety committee
- 11) safety incident investigation assistance is provided to Group Leader

### **People**

**People are the foundation upon which a successful organization is built.**

**The Team Leader is required to provide leadership to the Work Unit**

**by:**

- 1) understanding and supporting Spring Hill's mission and values
- 2) treating all team members equally and fairly with dignity and respect
- 3) promoting teamwork within the team
- 4) resolving team member problems, concerns or complaints
- 5) participating and contributing to team and Area activities
- 6) encouraging team members to submit ideas, suggestions and improvements related to the product, process or facility
- 7) replacing team members for absences and emergency situations
- 8) ensuring team members understand and follow harassment and discrimination policies
- 9) communicating problems to the appropriate leadership
- 10) reporting requests for time-off, absences and headcount requirements to the Group Leader daily
- 11) communicating frequently and openly to team members, leadership and other resources
- 12) ensuring required reports/records (SPQRC) are submitted/posted
- 13) organizing and facilitating team meetings including written minutes
- 14) attending meetings and communicating information back to the team as required

- 15) ensuring the decision making process is utilized by the team and if the team is unable to reach agreement the Team Leader is responsible for making the decision
- 16) understand and implement required training plans

#### **Quality**

**Building quality products is a key to securing our future. The Team Leader is required to provide leadership by ensuring:**

- 1) products and workstations are checked prior to start-up
- 2) product quality during the shift
- 3) equipment, tools, fixtures and devices are fully operational
- 4) team members, equipment, tools, fixtures and devices are protected to prevent mutilations
- 5) preventive maintenance is performed
- 6) Andon system (where appropriate) is in good working order
- 7) team members perform and record required in-process inspections
- 8) feedback is provided upstream and downstream regarding quality problems
- 9) prompt response to quality alarms (Andon)
- 10) repairs are completed in station when possible
- 11) inspection tickets are filled out and bought off appropriately
- 12) defects are flagged for later repair in system (where appropriate)
- 13) the Andon system (where appropriate) is reset after repair determination is made
- 14) a log is maintained of repetitive quality problems
- 15) availability to assist other Team Leaders
- 16) availability to answer Andon calls (where appropriate) if other Team Leaders are unavailable
- 17) discrepant material procedures are followed
- 18) problem solving processes are used within the team to put corrective measures in place so that problems do not re-occur
- 19) identification, development, and application of error proofing devices are utilized
- 20) quality compliance requirements are met

#### **Responsiveness**

**Meeting production schedule every shift, every day is vital for the long-term success of Spring Hill. The Team Leader is required to provide leadership by:**

- 1) ensuring team members follow standardized work
- 2) ensuring team members understand line balance wall elements
- 3) facilitating work place layout and job design elements
- 4) facilitating in the development of scrolling/workflow diagram activities
- 5) ensuring daily workstation organization and job set-up are performed (as required)
- 6) implementing ideas to reduce waste
- 7) ensuring Operation Certification Boards are accurate
- 8) supporting team members to complete their work cycle when difficulties cause the operator to fall behind
- 9) knowing each operation within their own team and other designated team(s) as required
- 10) ensuring there is a liaison between engineering and the team

- 11) ensuring that the team SPQR board is updated daily
- 12) ensuring the preventative maintenance schedule is implemented and maintained
- 13) ensuring proper use of Andon signals (where appropriate)
- 14) notifying appropriate material resources when inventories are below appropriate levels
- 15) assisting Group Leader in ensuring team is performing productive work activities during unscheduled downtime

#### **Cost**

**Improving and controlling costs supports the long-term viability of Spring Hill. The Team Leader is required to provide leadership by:**

- 1) ensuring discrepant material is processed appropriately and timely
- 2) monitoring and reducing direct and indirect material costs
- 3) reviewing performance to budget with the team
- 4) suggesting and implementing ideas to reduce waste
- 5) ensuring cost and budget goals are obtained
- 6) ensuring accuracy of team members timekeeping system

## DIVISION II TEAM MEMBER RESPONSIBILITIES

The role of the team member is to support and implement the processes required to achieve the SPQRC goals of the organization.

### Safety

**Safety is a given, everyone must be responsible for their own safety.**

**Team members are required to:**

- 1) wear required personal protective equipment (PPE) at all times
- 2) use tools and equipment properly by following safe operating procedures
- 3) understand and follow guidelines and practices (e.g., evacuation procedures, lock-out procedures, etc.)
- 4) activate emergency stop if an emergency condition occurs
- 5) report accidents or near misses to leadership
- 6) behave in a manner that promotes safe work practices
- 7) assist others in following safe work practices
- 8) use ergonomic assists as required
- 9) participate in safety training as required
- 10) maintain a clean and safe workplace

### People

**People are the foundation upon which a successful organization is built.**

**Team members are expected to:**

- 1) communicate openly and freely with all team members, resources and leaders.
- 2) treat all team members with dignity and respect
- 3) understand and support Spring Hill's mission and values
- 4) work with other team members
- 5) assist in the training of other team members (as required)
- 6) attend and participate in discussions at team meetings
- 7) become knowledgeable and capable on all jobs in your skilled trades classification on your team
- 8) participate and support Area activities
- 9) cover absenteeism whenever needed in team, group, area or plant
- 10) participate in the process to make decisions within the team
- 11) understand and comply with all rules of conduct regarding appropriate behavior
- 12) plan attendance and vacation time-off with appropriate approval
- 13) understand and attend required training

### Quality

**Building quality products is a key to securing our future. Team members are expected to:**

- 1) follow standardized process (job plans) for all operations
- 2) notify leader of problems related to the function of tools, equipment, fixtures, devices and parts (operation, wear, etc.)
- 3) wear mutilation protection and use due care with tools, equipment, fixtures, devices and parts to prevent damage to the product

- 4) perform routine maintenance, PM's and repairs as assigned
- 5) respond to all equipment/production calls before line stops whenever possible
- 6) minimize production downtime, while making sure all safety practices are followed
- 7) implement corrective measures so that problems do not re-occur

#### **Responsiveness**

**Meeting production schedule every shift, every day is vital for the long-term success of Spring Hill. Team members are expected to:**

- 1) follow standardized process (job plans)
- 2) assist in development of work place layout and job design
- 3) assist in daily work-place organization and job set-up (as required)
- 4) suggest and help implement ideas to reduce waste
- 5) perform required shift start-up equipment and tooling checks and identify defective equipment and take corrective measures
- 6) perform periodic checks during shift as required for PMP
- 7) report any problems to your leader
- 8) perform PM's, repairs and work orders as assigned
- 9) keep track of checks – PM's and PMP
- 10) respond to equipment and production stop issues

#### **Cost**

**Improving and controlling costs supports the long-term viability of Spring Hill. Team members are expected to:**

- 1) pursue reductions in indirect material costs
- 2) perform to budget
- 3) suggest and help implement ideas to reduce waste
- 4) utilize indirect material access responsibly
- 5) utilize return and warranty procedures for tools and repair components
- 6) reduce on hand quantities of maintenance indirect materials as needed
- 7) ensure accuracy of timekeeping system

## TEAM LEADER SELECTION PROCESS

Team Leader positions will be posted quarterly. Team members interested in making application for the pool of Team Leaders may do so by submitting an application to People Systems. Team members may make application for their Work Unit, Area, Business Unit, and Site-wide, or any combination thereof.

Team members will be selected for the Team Leader position based upon the following criteria.

	<u>Maximum Points</u>
1. Training	30
2. Job Experience	45
3. Discipline Record	10
4. Leadership Reference	<u>15</u>
Total	100

Team members with a satisfactory score of 75 points or greater will be eligible for consideration.

The members of the work unit, by specific crews, will select team members from the list of eligible candidates from their work unit. In the event there are no eligible candidates from the specific work unit/crew, the list of eligible candidates will be expanded to all eligible candidates from within the Area, then Business Unit, then Site-wide, who have indicated they are willing to work on the crew(s).

The following information explains the scoring and available points in each category of the Team Leader Selection Process.

**Training**  
(Maximum Points 30)

Team Leader training is designed to provide an overview and basic knowledge of a Team Leader role. These classes will be periodically updated and modified for specific areas including Material and Quality as agreed upon by the parties.

	Production	Material	Quality	S.P.O
Attendance	2	1	2	2
Coaching for Leaders Leading the Way	1	1	2	1
Completed College Courses	2	1	2	2
Conducting Effective Meetings	1	1	1	1
Conflict Resolution	2	1	2	2
Consultation	2	1	2	2
Decision Making	2	1	2	2
Diversity in the Workplace	2	1	2	2
Documentation for Leaders	1	1	1	1
Forktruck Driver (Hands-On)		1		
Forktruck Safety		2		
Inventory Control Adjustment		1		
Material Flow Support		1		
Member Placement/ADAPT	2	1	2	1
Mobile Safety Equipment Awareness/Safety		1		
Non-vehicle Shipper System Awareness		1		
SPU One Best Method				2
Scrolling Line Balance	1			
Spotlight on the Competition	1	1	1	1
Spring Hill Non-vehicle Shipper		1		
Stand-up Tugger for Manufacturing		1		
UAW History/Union Awareness	2	1	2	2
Violence in the Workplace	1	1	1	1

Team members who have been certified to teach and have taught one of the above classes will be credited with 2x the applicable points. An additional 10 points will be available for candidates to earn by successfully completing Team Leader developmental training as developed and agreed upon by the parties. Such training will be offered to all interested team members and shall be taken on their own time.

**Discipline Record**  
(Maximum Points 10)

Point(s)

No Disciplinary Action  
(Records based upon the past 18 months)

10

**Job Experience**  
(Maximum Points 45)

A job evaluation will be conducted to evaluate the candidate's job performance. Each candidate will be evaluated on safety, job performance, quality, and consistency. The evaluators will consist of the Area Selection Committee or their designated representatives as agreed upon by the parties. The evaluators must agree on the candidate's score. The following criteria will be utilized for production teams and will be modified accordingly by the parties for Material, Quality and SPO.

Criteria	Unable to Perform Job	Major Concerns with Performing Job	Some Problems with Performing Job	Very Minor Problems with Performing Job	No Problems
Operation Performed in Sequence	0	1	2	3	5
Job Performed in Cycle	0	1	2	3	5
Proper Use of Andon Cord/Quality System	0	1	2	3	5
Performed Quality Checks	0	1	2	3	5
Equipment Used Properly	0	1	2	3	5
Appropriate PPE Worn	0	1	2	3	5

Evaluation of team members understanding of SPQRC, Level 5 matrixes. Points determined by the Area Selection Committee.

Point(s)

Fully Understands 15  
Partially Understands 10  
Difficulty Explaining 5  
Unable to Explain 0

**Leadership Reference**  
(Maximum Points 15)

The Area Leaders will evaluate applicants for the Team Leader position based upon the following evaluation chart.

Criteria	Unable to Perform Adequately	Some Problems	No Problems
People(Respects others, values others input, etc)	0	1	4
Quality	0	1	4
Responsiveness	0	1	3
Leadership	0	1	4

**Leadership Experience**  
(Maximum Points 20)

A total of twenty (20) bonus points will be credited for applicants who have held any of the following leadership positions:

	<u>Point(s)</u>
Jointly Selected Position(s)	5
Elected Union Leader	5
Military Experience	5
Area/Module Point Position	2
Other Leadership Experience (points determined by the Joint Selection Committee)	3

### **Evaluation/Deselection Process**

Team members assigned to a Team Leader position will have an initial job evaluation performed by the Area Selection Committee after 30 days but within the first 60 days of being assigned to a Team Leader position to assess their ability to perform all necessary jobs in the team. Team members and Group Leaders will have input into this job performance/evaluation, utilizing the criteria established in the "Team Leader Responsibilities". Upon completion of the evaluation, the Team Leader will be retained or replaced as determined by the Area Selection Committee.

Thereafter, Team Leader evaluations will occur at least annually to re-evaluate their performance. Team members and Group Leaders will have input into this job performance/evaluation, utilizing the criteria established in the "Team Leader Responsibilities". Upon completion of the evaluation, the Team Leader will be retained or replaced as determined by the Area Selection Committee.

At any time the Union, Team Members or Management has concerns about the performance of a Team Leader, they should first bring their concerns to the Group Leader. If further discussion is still required, it may be brought to the Area Committee for consideration and resolution.

If a Team Leader is removed from their position within the first sixty (60) days on the job, they will be returned to their former team as a team member, seniority permitting. In the event removal occurs after the first sixty (60) days, the Team Leader will return to their former Area as a team member, seniority permitting. Team members who are involuntarily removed from the Team Leader position are eligible to make application for transfer under Paragraph 63 (a) and 63 (b).

In those instances where an Area Committee has agreed that a Team Leader should be reassigned from a Team Leader position, that individual cannot be considered for a second Team Leader assignment until all of the following conditions are met:

1. 120 calendar days have passed since his/her removal from a Team Leader assignment.
2. The team member has completed any training plan that has been prescribed by the Area Committee. This training is to be completed on the individual's own time unless otherwise agreed to by the Area Committee. The training plan is based upon two factors - deficiencies identified in his/her initial Team Leader assessment results and/or the behaviors that led to the de-selection decision.
3. Successful completion of the Team Leader assessment process.

If the Team Member completes all three (3) requirements, he/she will be eligible to reapply for a Team Leader position, as openings occur. If the team member is removed a second time, he/she will not be eligible for any future Team Leader openings for a period of twenty-four (24) months.

## **JOINT SELECTION COMMITTEE**

### **Area Committee**

*Each Area will have a joint selection committee consisting of the Area Manager and the appropriate UAW Shop Committee person(s) and other resources as agreed upon by the parties. They will meet as required to discuss concerns relating to the selection and performance of Team Leaders. These individuals are empowered to address performance issues up to and including reassignment to a non-team leader position, as agreed upon by the parties.*

### **Site-wide Committee**

The UAW Shop Committee and management, and other resources as agreed upon by the parties, will meet as required to discuss, develop and modify selection and deselection criteria for the Team Leader position.

## **ABSENTEEISM REPLACEMENT OPERATOR (ARO)**

The ARO team members supporting an Area will be considered a team. A Working Team Leader will be identified when the ARO Team is 4 or more team members on that crew. *When the ARO team is less than 4 team members per crew, the Group Leader will be responsible to provide pertinent information and direction to the team. The group will identify a Communications Point Person to support the Group Leader with these responsibilities. Team Leaders for the ARO group will be selected utilizing the Team Leaders Selection Process based upon the appropriate area of responsibility.*

### **Group Leader Responsibilities**

The role of the Group Leader will be filled by a salaried team member; who is responsible to provide guidance and leadership, to assist Team Leaders in the day-to-day operations, to meet Safety, People, Quality, Responsiveness, and Cost (SPQRC) goals. The following items represent the specific responsibilities of the Group Leader. This list is not all-inclusive and is subject to modification(s):

- Provide support and resources needed to the Team Leaders to meet SPQRC targets and goals
- Serve as an information resource to the teams and Team Leaders
- Balance manpower within their group
- Manage the ARO pool within their group
- Assist Team Leaders in any record keeping or required documentation
- Monitor and assist Team Leaders in resolving problems or concerns
- Accountable to the Area Leaders
- Ensure compliance with the Consultation Process and Spring Hill Code of Conduct
- Approve Vacation, LOAs and Overtime for their group
- Approve payroll
- Administer the Attendance Guidelines within their group
- Administer the ADAPT Process within their group
- Take immediate corrective action to resolve unsafe conditions within their group
- Monitor conformance to Standardized Work
- Develop boundaries with Team Leaders on emergency relief practices
- Ensure compliance to training goals and objectives

### **Team Meetings**

During the course of these negotiations the parties discussed the value of providing an opportunity for teams to discuss business and team related issues. Specifically, the parties recognize that team meetings are an opportunity for teams to review, discuss and implement plans to obtain Spring Hill Site's objectives around Safety, People, Quality, Responsiveness and Cost (SPQRC). As such, the parties have agreed that:

- Team meetings will be chaired and conducted by the Team Leader. Minutes of team meetings will be taken and provided to the Group Leader.
- Teams will be expected to develop and display team norms and follow them. A copy of the norms will be provided to the Group Leader and the District Committeeperson for review and approval.
- Teams will review and develop plans to meet the Spring Hill Site's Safety, People, Quality, Responsiveness and Cost (SPQRC) objectives.
- Teams will conduct any and all business necessary for the efficient operation of the team.
- Teams will discuss any problems and concerns about process and function.
- The teams will review job rotation schedules, overtime charts, work procedures, quality sheets, vacation schedules, etc.
- The current frequency and duration of team meetings will continue unless otherwise agreed to by the parties.
- Utilizing the Spring Hill Site's decision making process, decisions within the boundaries of the team, will be implemented unless the decision is contrary to sound business practices or is contrary to the Local or National Agreements. In those instances where a deviation from a team decision is required, reasons for the deviation will be provided.

- Members of Management and/or Union representatives may be required to attend a team meeting as requested by the team or by the parties.
- Any changes to the scheduling of team meetings will be communicated to the appropriate District Committeeperson in such a manner as to provide an opportunity for input, prior to such change-taking place.

**SUNDAY NIGHT START-UP  
SPRING HILL SITE  
GENERAL MOTORS CORPORATION  
U.A.W. – LOCAL 1853**

This Agreement is entered into this 14<sup>th</sup> day of June, 2004 between the Spring Hill Site Management, General Motors Corporation, and the Shop Committee of Local 1853, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union.

This Memorandum of Understanding is entered into for the purpose of applying the Working Hours and Holiday Pay sections of the GM/UAW National Agreement for team members whose work week starts on Sunday night.

1. *This Memorandum provides that team members may be scheduled to start their regular working week on Sunday night instead of Monday. In order that the Working Hours Section of the National Agreement may be applied to such team members equitably, the parties hereto agree that in the application of the Working Hours Section and the Holiday Pay Section of the National Agreement, such special shifts which begin before Sunday midnight shall be considered as though such shifts began on Monday and each work day of such special shift shall be considered as though it began on the calendar day following the calendar day on which it actually began.*
2. *The Sunday on which this Memorandum is implemented for individual team members will not generate overtime-premium rates of pay.*
3. *The parties agree that the above provisions will apply to team members assigned to a traditional five (5) day, eight (8) hour work schedule and/or an Alternative Work Schedule, however, these provisions do not apply to any team members working on necessary continuous seven-day operations.*

**ALTERNATIVE WORK SCHEDULE  
SPRING HILL SITE  
GENERAL MOTORS CORPORATION  
U.A.W. – LOCAL 1853**

This Agreement is entered into this 14<sup>th</sup> day of June, 2004 between the Spring Hill Site Management, General Motors Corporation, and the Shop Committee of Local 1853, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union.

The provisions of this memorandum are designed solely to accommodate alternative, multi-crew, two (2) shift production operations encompassing weekend work unique to Spring Hill Site. It is agreed that the provisions contained herein may not be cited by either party as the basis for altering any existing alternative work schedules or associated payment provisions at any other Corporation locations, nor shall this Memorandum serve as a precedent for any alternative work schedules that may be proposed by either party in the future.

Further, the provisions of this Memorandum shall not serve to modify, alter, or supersede any provisions of the GM-UAW National Agreement unless specifically stated herein.

**SECTION I  
GENERAL PROVISIONS**

1. The Alternative Work Schedule authorized by this Memorandum are as follows:

	<b>Sun</b>	<b>Mon</b>	<b>Tue</b>	<b>Wed</b>	<b>Thur</b>	<b>Fri</b>	<b>Sat</b>
<b>Day Shift</b>		Days	Days	Days	Days	Rotate	Rotate
<b>Night Shift</b>	Rotate	Rotate	Nights	Nights	Nights	Nights	

Hours of operations will be determined by the parties in accordance with Paragraph (88) and Document (79) of the GM-UAW National Agreement.

2. The parties acknowledge that implementation of the above alternative work assignment will be in full accord with the guidelines as set forth by the International Union and General Motors Corporation, unless specifically mentioned herein.
3. It is understood that the provisions of this Memorandum do not prejudice Management's right to schedule and *determine the working hours pursuant to the applicable provisions of the GM-UAW National Agreement.* Further, Management retains the right to *determine work schedules as defined herein or to assign manpower to regular five (5) day, eight (8) hour work schedules pursuant to the National Agreement.*

**SECTION II**  
**GM-UAW NATIONAL AGREEMENT PROVISIONS**

1. The paragraphs of the "working hours" provisions of the GM-UAW National Agreement will apply to team members of the Spring Hill Site.
2. The Parties agree that in implementing the alternative work schedule contained herein, the provisions of the Memorandum of Understanding on Overtime and the additional funding based on overtime hours worked provided for in the Memorandum of Understanding – Joint Activities, contained in the National Agreement, will not apply at this location for the period of time the Alternative Work Schedules are in effect.
3. The parties understand that circumstances may arise where it may be necessary to exceed a ten (10) hour work schedule for purposes of line balance and production requirements. It is understood that in these occasions the rule will be not to exceed four tenths (0.4) of overtime per shift/crew, per day. Furthermore, the scheduling of daily overtime would not occur on the last scheduled shift of the week, for any crew.

It is understood that such hours as referenced above shall be credited toward the aforementioned funding level as provided for within the Memorandum of Understanding – Joint Activities, contained in the National Agreement.

4. Notwithstanding the provisions of the Memorandum, Bereavement pay pursuant to Paragraph 218(b) of the GM-UAW National Agreement will continue to be compensated on the basis of the amount of wages the team member otherwise would have earned during straight time hours, up to the maximum number of hours outlined in the GM-UAW National Agreement for the appropriate bereavement. In situations where

Bereavement pay is appropriate and the team member is working other than a traditional five (5) day, eight (8) hour per day schedule, the team member may elect to be absent for two (2), ten (10) hour days and one (1) day of four (4) hours and work the remaining six (6) hours of the day or they may elect to be excused without pay for the remaining six (6) hours of the day.

5. Jury Duty Pay and Short-term Military Pay will be compensated on the basis of the amount of wages the team member would have earned during straight time hours subject to a maximum of ten (10) straight time hours in each applicable days.
6. For the purpose of administering the Vacation Pay Allowance provisions of the GM-UAW National Agreement for team members on an Alternative Work Schedule, a team member may use their vacation pay allowance in accordance with the provisions of the National Agreement, with the understanding that team members will be credited as having used such allowance at the same rate as the amount scheduled working hours that they do not work for these purposes.
7. For the purposes of this Memorandum, Paragraph (194) shall reflect the following changes:
  - (194) Eligible employees may use 40 hours of their vacation entitlement during the eligibility year provided their absence from work is for not less than five (5) continuous hours and is excused for illness (when not receiving Sickness and Accident benefits), or personal business, or a leave of absence for vacation purposes.

Notwithstanding the above, those team members scheduled to work a traditional five (5) day, eight (8) hour per day work schedule will receive their Pay Allowance in accordance with the National Agreement.

8. When a holiday falls on a day when a team member is not scheduled to work due to the operation of an Alternative Work Schedule, an otherwise eligible team member shall receive holiday pay [eight (8) straight time hours] provided they have worked the last preceding scheduled work day and/or the next following scheduled work day within the week in which the holiday falls. Those team members who would otherwise have been scheduled to work except for such specified holiday would receive holiday pay calculated at up to ten (10) straight time hours.

Notwithstanding the above, Christmas Holiday pay for the Christmas Holiday week will not exceed forty (40) hours pay.

Team members scheduled to work a traditional five (5) day, eight (8) hour per day work schedule, will be paid Holiday pay in accordance with the National Agreement.

9. The provisions of Paragraph (203c) of the GM-UAW National Agreement shall not apply, in certain cases, to those team members regularly assigned to the Alternative Work Schedule. The parties agree that the schedules for subsequent years will be dependent upon National Negotiations.
10. It is understood the implementation of the Alternative Work Schedule may impact the administration of the GM-UAW Benefit Plan Agreements. Therefore, the parties agree that this Memorandum of Understanding on Alternate Work Schedules will not result in the denial of any benefit coverage that otherwise may have been available to team member working under such Memorandum. The parties also agree that, if necessary, applicable provisions associated with such Benefit Plans will be administered in a manner that does not increase the cost to the Corporation in comparison with the application of such benefits plans provisions to team

members who work a regular five (5) day, forty (40) hour work schedule. In addition, the same agreement shall apply in the administration of Worker's Compensation and Unemployment Compensation Laws.

11. Team members will be provided fifty-seven-and-one-half (57.5) minutes of paid relief time. The scheduling of such relief will be in accordance with Paragraph (88) and Document (79) of the GM-UAW National Agreement.
12. For the purposes of the Alternative Work Schedules described herein, the Memorandum of Understanding on Attendance as contained in the GM-UAW National Agreement shall apply to Saturdays and Sundays that are part of the team member's regularly scheduled work week.
13. Issues that arise as a result of this Memorandum will initially be discussed at the Management-Shop Committee Step of the Grievance Procedure. If such issues are not resolved, they shall be reduced to writing and presented at this step of the Grievance Procedure.
14. The Local Parties, by mutual agreement, subject to the approval of the Corporation and the International Union, are specifically authorized, on an ongoing basis, to review, evaluate and effect other changes or modifications to National Agreement provisions necessary to facilitate successful implementation and maintenance of the Alternative Work Schedules provided herein.

### **Flex Work Schedules**

During the course of these negotiations the parties discussed the practice at the Spring Hill Site of allowing team members to adjust their work schedules to accommodate personal business, when mutually agreeable by the parties. Historically, management has accommodated work schedule adjustments provided that the safety and efficiency of operations, product quality, and cost considerations are not adversely impacted. The parties recognize that the provisions of the GMUAW National Agreement could impact and limit the ability of our team members to rearrange their work schedules. Nevertheless, it is the intent of the parties to continue to allow team members to rearrange their work schedules, when mutually agreeable by the parties, provided that the safety and efficiency of operations, product quality, and cost considerations are not adversely impacted.

### **Absentee Replacement Optech (ARO)**

During the course of these negotiations the parties discussed the implementation of the Absentee Replacement Optech (ARO) and its impact on successfully implementing the Global Manufacturing Process in Spring Hill. The parties are in agreement that the ARO position is primarily intended to support the Area(s) for vacations, absences, medical restrictions and leave of absences. Other usage of team members assigned to the ARO could include, but are not limited to, quality spills, special projects, throughput activities, safety, housekeeping activities, etc, that affect the team's ability to respond to production needs including Andon.

Furthermore, the parties agree to develop a defined, consistent, site-wide process to review the following information, on a monthly basis, each Area(s) ARO utilization.

- Average number of team members on leave of absences
- Historical absenteeism
- Contractual entitlement hours (vacation, hours paid-in-lieu, etc)
- Training requirements
- ADAPT information (medical, restrictions)
- Team Leader utilization
- Other appropriate data/information, as agreed upon by the parties

The ARO pool will be staffed, as determined by the Business Unit after review and discussion with the appropriate Shop Committeeperson(s), utilizing the Local Transfer Agreement.

**PRODUCTION STANDARDS APPEALS PROCESS  
SPRING HILL SITE  
GENERAL MOTORS CORPORATION  
U.A.W. – LOCAL 1853**

This Agreement is entered into this 14<sup>th</sup> day of June, 2004 between the Spring Hill Site, General Motors Corporation, and the Shop Committee of Local 1853, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union.

Production standards, in accordance with the GM-UAW National Agreement, shall be established on the basis of fairness and equity consistent with the quality of work, ergonomic standards, efficiency of operations, and the reasonable working capacities of normal team members. When designing production standards model mix shall be taken into account in establishing and/or changing production standards. The purpose of the Production Standards Appeals Process is to establish a fair and unbiased process to facilitate the resolution of disputes relating to production standards. Attaining the obligations outlined in the Program Contract commitments made to the Board of Directors, which include meeting an annual efficiency improvement factor, are essential in ensuring long-term job security for all Spring Hill team members.

The parties understand and agree that the establishment of this process does not preclude nor obligate either party to utilize such process. The Union shall retain the right to grieve if they so determine a grievance is warranted.

### **Job Loading**

Competitive Operations Engineering/Industrial Engineering (C.O.E./I.E.) is responsible to develop time studies on all job elements and to develop job loading and value added content measurements, with input from the affected teams across all crews. The C.O.E./I.E. group will review their proposed changes to job elements with team members, Team Leaders and the Group Leaders prior to making a recommendation to the Area Leaders for implementation.

Area Leaders are responsible to review the recommendations for compliance to the agreed upon job loading and value added targets, as established by the Business Unit Leadership. If the recommendation complies with the targets, the recommendation will be implemented.

Within fourteen (14) calendar days of implementation the teams through their Team Leader can request an appeal of the implemented changes. All crews must support such appeal. It is the team's responsibility to provide data that calls into question inaccuracies in the time study.

The Area Leaders are responsible to screen the appeals to ensure that data is available to support an appeal. If the Area Leaders find that there is sufficient data to support an appeal, it will be forwarded to the Production Standards Appeals Committee.

### **Production Standards Appeals Committee**

The Appeals committee is responsible to review appeals and to make a decision as to the validity of the appeal within ten (10) calendar days of receipt.

The Appeals committee will:

- Refer the issue back to the COE/IE group to make necessary changes to correct the situation as soon as possible. During the interim period, adjustments will be made to the job to reverse/correct the situation within time-lines as agreed to by the Area Manager (or their designated representatives).

Or

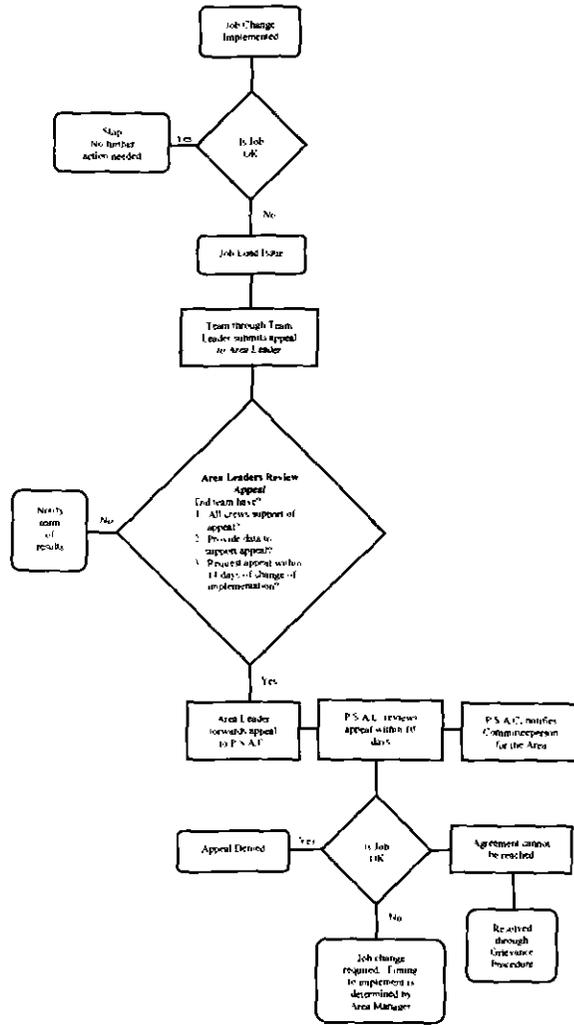
- Uphold the implemented changes.

In the event the Appeals committee cannot reach agreement the appeal may be referred to the Grievance Procedure as determined by the Union.

The Production Standards Appeals Committee will be made up of the following:

- Competitive Operations Engineering Leader
- Business Unit Competitive Operations Engineering/ Industrial Engineer
- UAW Committeeperson(s)
- Area Manager
- Other resources as agreed upon by the parties

# Production Standards Appeals Process



**MAINTENANCE SUPPLEMENT AGREEMENT  
SPRING HILL SITE  
GENERAL MOTORS CORPORATION  
U.A.W. – LOCAL 1853**

This Agreement is entered into this 14<sup>th</sup> day of June, 2004 between the Spring Hill Site Management, General Motors Corporation, and the Shop Committee of Local 1853, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union.

**SECTION I  
Work Assignments**

The parties recognize the need to better utilize the skills of our trades' team members and to provide opportunities for them to develop additional skills in an era of advanced technology.

In view of both the competitive situation facing General Motors and the increased role of the skilled trades workforce, skilled trades team members are expected to share and exchange knowledge in the performance of their assignments. There are many situations which team members possess knowledge and skills that extend beyond the normal scope of their current classifications.

While it is agreed that primary work assignments of team members will be made upon the basis of the recognized skills and abilities of the members so assigned, and to ensure safety and efficiency, other trades will be allowed to assist the primary trade in the performance of a task or duty, when necessary. All trades will have access to any and all tools required to complete a task. Therefore it is recognized by both parties that there may be occasions when it will be necessary for skilled team members to perform work that falls within the scope of another skilled classification provided the tasks could be completed in a safe manner.

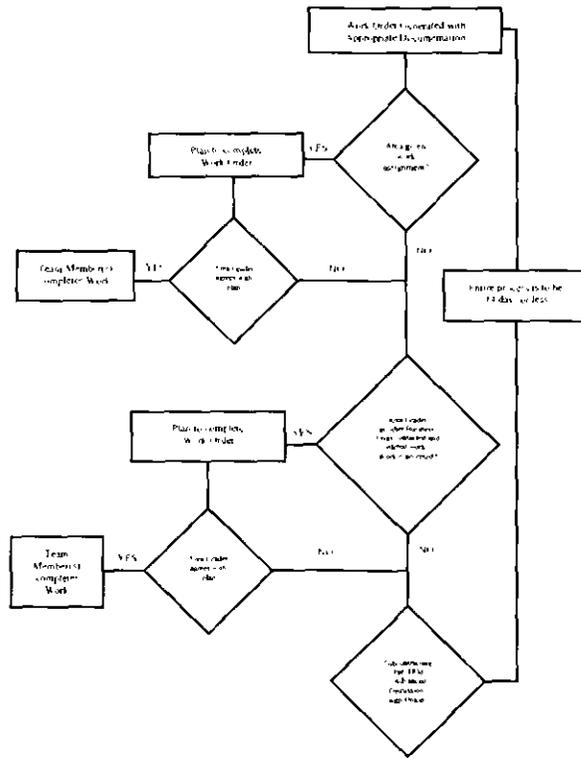
The local parties will develop a committee to address issues involving improper work assignments and lines of demarcation concerns.

The GM-UAW National Agreement also provides for a formal procedure for resolving skilled trades concerns. In accordance with those provisions, as well as in keeping with the parties' commitment to maintain a competitive environment for safety, people, quality, responsiveness and cost, it is recognized that every effort will be made to resolve any concerns locally. Those concerns that cannot be resolved at a local level may be processed as provided for in the National Agreement.

## **SECTION II**

### **Work Allocation Process**

The nature of maintenance work at times creates periodic inequities in workload between Areas and/or Business Units. Using the Work Allocation Process, Area Leaders will level workload based on business priorities. The following flow chart describes the process that will be used to move work across Areas and Business Units.



### SECTION III Subcontracting

The parties agree solutions need to be found that reduce the amount of project/construction subcontracting on site and reduce skilled trades costs in line with projected production volumes, as well as, improve the level of preventive and predictive maintenance activity in our manufacturing areas.

A process will be implemented to consider opportunities to utilize Spring Hill Site's skilled trades provided they have the available labor, skills, equipment and facilities to do so and can do the work competitively in quality, cost and performance and within the projected time limits. Skilled trades members will be utilized to do project and construction work on site that in the absence of this agreement would have been subcontracted. In those instances, the parties will agree, based upon competitive bidding (i.e. cost and timing), and meeting the criteria established in the Contracted Services Memorandum, to the scope and duration of such work and how it will be planned and scheduled without negatively impacting normal maintenance business. It is understood that the assignment of such work to address unique circumstances will not be cited as precedent for continuing claims for such work.

#### **SECTION IV Information Technology**

It is imperative to leverage the resources and size of General Motors relative to advances in Information Technology. The parties recognize the significance of the Statement on Technological Progress as a vehicle to ensure orderly transition to the application of new technology while protecting the integrity of historical bargaining unit work functions.

Therefore, successful implementation of LanCan and GM Online is critical to the viability of the Spring Hill Site. Protections will be established in any agreement with EDS and GM IS&S to protect the normal and historical work of the affected represented team members.

Additionally, the implementation of such new technology will provide improved knowledge and skills for represented team members. Issues that arise regarding application/implementation of the aforementioned Information Technology is an appropriate subject for review at the Plant New Technology Committee level, as described in the

Statement on Technological Progress, for appropriate resolution.

**MEMORANDUM OF UNDERSTANDING  
DIVISION II – SKILLED TRADES**

The parties agreed during these 2004 negotiations to capture and clarify local practices intended to remain in effect for the life of this agreement, unless otherwise agreed to by the parties.

**1. Apprentices**

- **Apprentice Hiring**

With regard to the Apprenticeship Program, the parties remain committed to this process, and will continue to establish the goals necessary to cover long-term attrition beyond the life of this Agreement, when the targeted resource levels are attained or progress indicates objectives will be met. In addition, due to the unique circumstances involved, consideration will be given to Local requests for an exemption from the standard selection procedure involving non-seniority candidates, provided qualifications and diversity objectives are protected.

Following ratification, 8 apprentices were indentured in April 2004.

Thereafter, over the span of the next two years (by April 2006), the balance of the 33 new apprentices will be indentured, taking into consideration the existing business conditions and the anticipated future needs resulting from the above-mentioned incentive programs.

- **Apprentice Graduates**

The Sitewide Placement Coordinators will place all apprentice graduates. Temporary placement of new journeypersons will be made through agreement with Area Leaders until such time that 63(a) transfers are filled or Need-A-Job placements are made.

- **Apprentice Work Assignments**

In addition to the provisions stated in Document 64 of the GM-UAW National Agreement, the parties agree that apprentices are assigned to work with journeymen/women who are responsible for directing the apprentices' job assignments.

**2. Toolboxes**

The parties agree that toolboxes assigned to apprentices and tradesmen/women shall reside with the team member throughout employment at the Spring Hill Site as long as they are working in a skilled trades assignment.

**3. Skilled Trades Committees**

*It is understood by the parties that Local and National Agreements require the following committees to be established that involve Skilled Trades Shop and District committeepersons and appropriate Labor Relations and Plant Management representatives as required by the GM-UAW National Agreement.*

Demarcation Committee

Plant New Technology Committee

Paragraph 183 - Subcontracting Committee

**4. Skilled Trades Forum**

*It is understood by the parties that there are Skilled Trades issues that come up from time-to-time that are non-contractual in nature that would be beneficial to be discussed and coordinated across the site for the benefit of both Management and the Local Union. Therefore the Skilled Trades Forum will continue to function on an as needed basis, with the understanding that it does not preclude or supercede Local or National Agreement provisions. Forum meetings may be called by the appropriate Management skilled trades leader and/or the Skilled Trades Shop Committeeperson.*

## **5. CUC**

During these local negotiations the Union raised concerns relative to the Worldwide Facilities Group and current work assignments of Skilled Trades team members working at the Spring Hill Site's Central Utilities Complex (CUC).

The local parties agree that where the local practices of the Spring Hill Site are considered 'best practices', such practices should not be changed as a result of Doc. 138 of the National Agreement. It is not the intent of management to change classifications and/or normal and historical work of our Skilled Trades team members working at CUC without prior discussion and agreement with the local Union.

## **6. Network Proposal**

Implement the standard level of LAN/CAN service with the following modifications/protections:

- 1) During non-emergencies, EDS will follow the Spring Hill Site IS&S Change Management process and will only make approved engineering changes as described below:
  - a) Physical Network Configuration changes normally and historically performed by MFS Technicians will continue to be performed by MFS Technicians. Network configuration engineering changes normally and historically performed by non-represented parties will continue to be performed by non-represented parties.
  - b) The MFS Technicians will be involved in the Change Management Process with the intent of preserving normal and historical work.
  - c) IS&S may approve EDS Central to make changes needed to provide new LAN/CAN services (e.g., collect accurate documentation, collect capacity/performance data not previously collected, etc).

- 2) During an emergency, the local site (MFS techs, IS&S, and local EDS) will be notified immediately and will be fully involved in the problem resolution
  - a) All network changes will be discussed jointly before being made.
  - b) Changes may be made by MFS Technicians, Local EDS, IS&S or EDS Central depending on who is best prepared to make the change. MFS Technicians will be utilized first whenever possible.
  - c) Following any change decision by EDS, EDS Central will communicate the change to IS&S and the MFS Techs and update relevant documentation.
- 3) Historically available local capability for monitoring and configuration will be maintained (e.g., SPEL, CiscoWorks) and kept current.
- 4) Provide access to documentation (drawings, reports, configurations, etc.) to UAW, IS&S, local EDS.
- 5) Provide access to Network Vendor technical information.
- 6) The MFS Technicians will follow the Spring Hill Site IS&S change management process before making network changes. All changes will be documented and communicated to IS&S and EDS except for temporary changes associated with troubleshooting purposes.
- 7) IS&S owns/manages the passwords. These will be shared with:
  - a) MFS Techs
  - b) Local EDS
  - c) EDS Central

Passwords will not be used by any party for any purpose other than: 1) making approved changes, 2) routine

monitoring that has been approved, and 3) during emergencies (as restricted above).

**GMOL Proposal**

- 1) MFS Technicians will continue to be dispatched by the help desk based on established written procedures.
- 2) The use of remote technology may be used for correcting office application issues, but is not intended to be used for correcting operating system issues.

**General**

- 1) In the future the Spring Hill Site and UAW will use the Plant New Technology Committee to handle issues that may arise.
- 2) Additional network upgrades (i.e. 2004 Network Remediation -\$2.5M overall, estimate of \$950k in UAW labor) will be implemented.

Benefits to Spring Hill Site include: a) positions Spring Hill Site to be more viable & competitive, b) less likely to have network outages, c) end Users will "get back to work" quicker, d) MFS Techs gain more technical skills, e) new Network Equipment & VLANs, f) 7x24 monitoring and early detection, g) support from central experts, h) up to date documentation, I) proactive management reporting j) improved uptime due to new equipment and following GMNA blockpoint and best practices.

## **7. Production Maintenance Partnership**

The parties agree a jointly supported Production Maintenance Partnership (PMP) will create a positive communication link among Operating Technicians who operate equipment and appropriate Skilled Trades technicians who service equipment.

Operating Technicians and other resources will not be assigned to perform work normally and historically performed by Skilled Trades technicians. However, within the concepts of PMP there are activities of mutual benefit that operating technicians may perform provided:

- The performance of all tasks is done with safety given primary consideration and that required GM-UAW Health and Safety training is completed.
- Questions relative to the appropriateness of any task are to be directed to the appropriate Skilled Trades management and committee person(s). Disputed tasks being assigned by PMP to Operating Technicians outside their normal scope of work are subject to review by the Lines of Demarcation Committee.

## **8. Quality Network Planned Maintenance**

During the 2004 negotiations, the local parties discussed their commitment to the Quality Network Planned Maintenance (QNPM) activity as outlined in the GM-UAW National Agreement (Doc. 40). It is our joint intent to ensure that the maintenance activity at the Spring Hill Site become world class in all areas of QNPM through supporting the necessary activities needed to become a Phase III plant. Therefore we will continue to work together to embrace the QNPM elements and supporting maintenance team member roles needed to continue this endeavor.

Further, to support full implementation of QNPM Phase III as well as day-to-day maintenance activities and recognizing the differing needs in each Business Unit, Skilled Trades positions will be developed and may include job functions

such as: planning, CAC activities, PMP activities, Maximo activities, IPC inputting, Technical training, and warranty recovery activities, etc.

**9. Skilled Trades Team Leader**

The parties agree that the role of Skilled Trades Team Leader, as attached, will continue until such time as an agreement is reached on the appropriate quantity and selection process of these QNPM positions. Upon agreement, the Skilled Trades Team Leader position will be discontinued. This process will take place within six (6) months of the new agreement, unless otherwise agreed to by the parties.

## **TEAM LEADER (SKILLED TRADES) RESPONSIBILITIES**

The role of the Team Leader is to lead the team in day-to-day operations to meet safety, people, quality, responsiveness and cost (SPQRC) activities.

### **Safety**

**Safety is the overriding priority of the organization. The responsibility of the Team Leader is to encourage and ensure that:**

- 1) required safety, ergonomic and work practices are followed, including updating Green Cross charts daily
- 2) all team members follow safety rules and practices
- 3) hazardous waste handling practices and proper disposal procedures are maintained and followed
- 4) evacuation and emergency procedures are posted and understood by all team members
- 5) safety and ergonomic resources are involved to identify and resolve potential safety issues
- 6) work area is inspected and free from potential safety hazards or problems
- 7) personal protective equipment is worn as required
- 8) team members are trained in all required safety practices
- 9) all safety incidents are reported to the Group Leader
- 10) the work unit is represented at the Area safety committee
- 11) safety incident investigation assistance is provided to the Group Leader

### **People**

**People are the foundation upon which a successful organization is built.**

**The Team Leader is required to provide leadership to the Work Unit by:**

- 1) understanding and supporting Spring Hill's mission, philosophy, and shared values
- 2) treating all team members equally and fairly with dignity and respect
- 3) promoting teamwork within the team
- 4) addressing team member problems, concerns or complaints
- 5) participating and contributing to team and Area activities
- 6) encouraging team members to submit ideas, suggestions and improvements related to the product, process or facility
- 7) ensuring team members understand and follow harassment and discrimination policies
- 8) communicating problems to the appropriate leadership
- 9) reporting requests for time-off, absences and headcount requirements to the Group Leader daily
- 10) communicating frequently and openly to team members, leadership and other resources
- 11) ensuring required reports/records (SPQRC and QNPM) are submitted/posted
- 12) organizing and facilitating team meetings including written minutes
- 13) attending meetings and communicating information back to the team as required

- 14) ensuring a process to make decisions is utilized by the team and if the team is unable to reach agreement the Team Leader is responsible for making the decision
- 15) understanding and implementing required training plans

#### **Quality**

**Building quality products is a key to securing our future. The Team Leader is required to provide leadership by ensuring:**

- 1) equipment, tools, fixtures and devices are fully operational
- 2) team members, equipment, tools, fixtures and devices are protected to prevent mutilations
- 3) preventive maintenance is performed
- 4) team members perform and record required in-process inspections (i.e. PMP)
- 5) feedback is provided regarding quality problems
- 6) discrepant material procedures are followed
- 7) problem solving processes are used within the team
- 8) identification, development, and application of error proofing devices are utilized
- 9) quality compliance requirements are met
- 10) PM's and work orders are closed on time

#### **Responsiveness**

**Meeting production schedule every shift, every day is vital for the long-term success of Spring Hill. The Team Leader is required to provide leadership by:**

- 1) ensuring team members follow standardized process (job plans)
- 2) provide input to production work place layout and job design elements
- 3) ensuring daily workplace organization (as required)
- 4) implementing ideas to reduce waste
- 5) ensuring there is a liaison between engineering and the team
- 6) ensuring that the team SPQRU and QNPM data is updated daily
- 7) ensuring the preventive maintenance schedule is implemented and maintained
- 8) notifying appropriate indirect material resources when inventories are below appropriate levels
- 9) assisting Group Leader in ensuring team is performing productive work activities during unscheduled downtime
- 10) ensuring equipment start-up activities are performed
- 11) assisting Group Leader with downtime reports

**Cost**

**Improving and controlling costs supports the long-term viability of Spring Hill. The Team Leader is required to provide leadership by:**

- 1) ensuring discrepant material is processed appropriately and timely
- 2) monitoring and reducing indirect material costs
- 3) reviewing performance to budget with the team
- 4) suggesting and implementing ideas to reduce waste
- 5) ensuring cost and budget goals are obtained
- 6) ensuring accuracy of team members time reporting
- 7) ensuring return and warranty procedures are being followed for tools and repair

### **Worldwide Facilities Group (WFG)**

During these local negotiations the Union raised concerns relative to the Worldwide Facilities Group and current work assignments for Skilled Trades team members working at the Spring Hill Site. The parties agree that the Spring Hill Site Statement of Work (SOW) will be reviewed by the Skilled Trades Forum and approved by the UAW Shop Chairperson, UAW Local President and the Spring Hill Site Manager and Plant Personnel Director (key four).

It is not the intent of management to change classifications and/or normal and historical work of our Skilled Trades team members, as contained in the Spring Hill Site Statement of Work, without prior discussion and agreement with the Local Union.

### **Temporary Reassignment of Skilled Trades**

During these negotiations, the parties agreed to provide Division II team members' contractual rights under Section IV of Seniority Agreement Reduction-In-Force layoff provisions to have the option to work in Division I, seniority permitting, provided they have previously established seniority in Division I. It is not management's intent under these provisions to temporarily assign Division II team members, who exercised their option to work in Division I, to Division II jobs of short duration in lieu of recalling Division II team members who have been laid off under the Reduction-In-Force provisions.

**MEMBER SERVICES AGREEMENT  
SPRING HILL SITE  
GENERAL MOTORS CORPORATION  
U.A.W. – LOCAL 1853**

This Agreement is entered into this 14<sup>th</sup> day of June, 2004 between the Spring Hill Site Management, General Motors Corporation, and the Shop Committee of Local 1853, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union.

**SECTION I  
Uniform and Safety Shoe Agreement**

As agreed to by the parties, all clothing and uniforms provided to UAW members are selected and approved by the Administration Team.

*Clothing items provided will be U.S., and Union made where possible. Any exceptions to this agreement must be reviewed and approved by the Administration Team. Further, the parties agree to initiate, within six (6) months of the effective date of the agreement, a thorough study of the Spring Hill uniform program to assure we continue to provide the most cost effective and efficient service to our team members.*

*Clothing Allowance will be increased for all represented team members to \$140 annually to be used at members discretion to buy individual clothing or other items sold from the Spring Hill stores or one of the available packages. Furthermore, the parties agree to continue to offer the uniform packages agreed upon during the 2003 Negotiations.*

Spring Hill team members eligible for approved uniform rentals are *not eligible for this annual clothing allowance*. Safety shoe reimbursement for team members with special needs that cannot be accommodated by the on-site shoe store will be provided on a case-by-case basis.

**SECTION II**  
**Live For Life Program**

The parties agree to support the Live for Life program and its initiatives at the Spring Hill Site. Issues regarding the Live for Life Program will continue to be addressed by the Administration Team subject to the approval of the parties.

**SECTION III**  
**Cafeteria and/or Food Services**

The parties agree to provide Cafeteria and/or Food Services at the Spring Hill Site. Issues regarding the scope and level of services will be resolved by the Administration Team subject to the approval of the parties.

**SECTION IV**  
**Childcare**

The parties reaffirm their commitment to provide quality childcare. In support of this commitment, the parties agree to continue the Child Care Development Center. In addition, the parties will seek long term solutions regarding the child care center by seeking corporate and international union support under Doc No. 108 of the National Agreement.

**MEMORANDUM OF UNDERSTANDING  
EDUCATION AND TRAINING**

*Spring Hill management and the UAW have long recognized the need to provide an ongoing education, training and team development process. During the 2004 negotiations the parties reaffirmed their commitment to education and training for our team members.*

Both parties recognize the value of continuing to make 92 hours of training available to Spring Hill team members. Spring Hill team member training requirements shall be set by the Local Joint Activities Committee. Further the parties pledge to continue providing the resources necessary to assure that all team members receive education, training and development opportunities designed to create a highly motivated, capable workforce. Both parties are committed to the continual improvement of our team member skills and the Spring Hill site's ability to succeed and compete globally as a manufacturing facility. Furthermore, the parties commit to utilize local and joint funds available for these endeavors.

The UAW will be fully involved in all phases of training including analysis and development that is directed toward UAW represented team members.

**Tuition Assistance**

- The tuition assistance program for represented team members will follow the guidelines and payment schedule adopted by the National Parties in the 2003 GM-UAW Agreement. This also includes the Retiree Tuition Assistance and the UAW-GM Scholarship Program for Dependent Children and the specific provisions relative to surviving spouses and dependents of deceased workers while on active status. The Local Joint Activities Committee will resolve any dispute that may arise regarding the appropriateness of courses or payment requested by represented team members.

- The parties agree to continue the educational development counseling services provided by the local education institutions.
- The parties agree to continue programs that allow team members to complete college courses through the Internet.
- During the period of transition of the Tuition Assistance Program administration to the Center for Human Resources, courses and institutions currently approved by Spring Hill Training Leadership will continue to be honored.

#### **Local Joint Activities Committee – Training**

The parties will utilize the Local Joint Activities Committee, as outlined in the GM-UAW National Agreement, to direct, coordinate and promote personal and industrial education and training opportunities for the Spring Hill site. The Local Joint Activities Committee consists of the President of the Local Union, Shop Committee Chairperson and members of the Shop Committee, Plant Manager, Personnel Director and other appropriate Management Representatives. The Local Joint Activities Committee will be co-chaired by the UAW Shop Committee Chairperson and Spring Hill Site Personnel Director. The membership will be comprised of others designated by the Shop Committee Chairperson and the Spring Hill Site Personnel Director.

The duties and responsibilities of the Local Joint Activities Committee include:

- Meet at least quarterly or more frequently if needed, at jointly agreed upon times and places.
- Review the resources, roles and responsibilities of manufacturing training and the Spring Hill Technical Training Group (STTG) to ensure the effectiveness of these activities.

- Review education and training section of the Spring Hill site business plan prior to its submission for approval.
- Review the implementation of personal development course offerings.
- Monitor and evaluate the performance and results of education and training activities including the Tuition Assistance Program (TAP).
- Provide positive recognition and/or corrective action as required.
- The parties agree that the Local Joint Activities Committee will continue to work to improve current intact team and leader training opportunities, including team leader training and development.

In addition, the following education and training issues were discussed and resolved by the parties:

#### **EDUCATION AND TRAINING COURSES**

- *In addition to Document 109 – Pre and Post Retirement Programs, of the GM-UAW National Agreement, the Spring Hill site will continue to provide pre and post retirement training for our UAW team members.*
- The Spring Hill site will jointly develop and administer the pre-hire and post-hire orientation programs for prospective and selected members in conjunction with Document 38 – Orientation Program, of the GM-UAW National Agreement.
- The parties agree to continue to review and expand based on team members' needs, the personal development course offerings.
- The parties discussed the value of providing all team members with an increased awareness of the UAW and Spring Hill site as institutions.

The parties agree to expand the Spring Hill site's offerings in the areas of union awareness, UAW and Spring Hill site's structure and philosophy, national political process, as well as issues facing the union and the Spring Hill site in the automotive industry today.

- The parties recognize that the Work Unit is an important building block in our future success. It is recognized that team development, understanding team roles and responsibilities and team growth are important and that the training organization will play a key role in the development of such programs.
- The parties agree to develop additional courses based upon identified needs to continuously improve the skills and effectiveness of instructors.
- It is mutually agreed that the Spring Hill Site's local union leadership; President, Shop Committee Chairperson, and the Shop Committeepersons along with the Spring Hill Site's manufacturing leaders, as deemed appropriate by the parties, will attend the GM/UAW National PEL Program.
- The parties will also jointly develop a local PEL-type curriculum to be available to the Spring Hill Site Team Members. The curriculum, which will be reviewed by the Local Joint Activities Committee. The parties commit to a minimum of 10 sessions annually.
- The parties agree that the joint Spring Hill Site's Training Leadership will attend UAWGM joint conferences, training, etc. when requested or required.
- The parties agree that training class attendance will be tracked. Issues regarding attendance will be forwarded to the Local Joint Activities Committee.
- The organization will continue to establish an end of the 3<sup>rd</sup> Quarter ITP development target. This will allow Training Resources to use the 4<sup>th</sup> Quarter to prepare for the following year's training.

- The parties will continue to pursue obtaining additional college credit or continuing education units (CEU) for appropriate courses.
- The parties recognize there is a need for OSHA and Safety Council training throughout the Spring Hill Site. In addition, other courses that improve our competitive position and develop our team members will be offered as agreed to by the Local Joint Activities Committee.
- The parties agree to increase their emphasis on basic educational opportunities and training while ensuring that team members, spouses and retirees have access to basic skills education. In addition the parties agree to review various methods/mediums that are cost effective and practicable.
- The parties agree that where appropriate and space permits, spouses and dependent children may attend certain other training classes as defined by the Local Joint Activities Committee. Such classes will be offered at an appropriate location.

#### **Technical Training**

- The parties agree to continue to support the responsibilities of the Spring Hill Site Technical Training Group (STTG) including both building specific as well as site wide technical training. Input from purchasing, finance and engineering will be provided to determine the funding and resources necessary to meet all technical training needs.
- *The STTG will continue to work to ensure appropriate members are scheduled, in priority order, for site wide technical courses.*
- The parties discussed the continuing need for the involvement of Operating Technicians and Skilled Trades Technicians in determining training needs for all new equipment. The parties agree that as part of the Spring Hill Site Training and Manual Specification

process, the Business Unit Technical Training Representatives will obtain input from the appropriate technicians prior to signing off on the Training Manual Specifications document.

- The parties agree to provide continuing robotic training opportunities for appropriate team members to improve their skills and effectiveness in the workplace.
- Spring Hill Site's management reaffirms its commitment to spend the funds allocated in the 1999 Memorandum of Understanding, which was to be a minimum \$125,000 in CY 2000 and \$125,000 in CY 2001 to upgrade facilities in the Technical Training Center and Northfield. The Local Apprentice Committee and STTG will recommend the priorities for spending. We agree to additional upgrades of \$125,000 in Calendar year of 2002 based upon the legitimate needs of the business and facilities as agreed upon by the parties.

#### **Equipment Resources and Facilities**

The parties discussed the training resources and facilities currently available to support Education and Training.

- The parties agree to continue to study the adequacy of equipment, resources and facilities to meet education and training needs, including the computer labs in Body Systems, Vehicle Systems, Powertrain, SPO and Northfield. The results of these studies will be referred to the Local Joint Activities Committee to determine the necessary actions to ensure that education and training needs are met.
- UAW Training Representatives will have input to funding and budget matters related to education and training.
- The UAW will be fully involved in all phases, including analysis and development of education and training that is directed toward UAW represented team members.

- The parties agree the UAW Training Representatives will be actively involved in the development and delivery of training necessary for effective process changes or product launches.
- The parties agree that all aspects of education and training will be jointly staffed. This includes but is not limited to the analysis, development, and delivery of training directed at UAW represented team members.
- The parties agree to implement instructor led computer classes for Windows 2000 applications.
- The parties agree to explore access to GMU web-based training.

#### **Leadership Responsibilities**

The parties discussed that teaching is a powerful way to role model leadership. The Spring Hill Site is fortunate that many leaders have contributed greatly to the effort of instructing classes. This is recognized and appreciated. Leaders' teaching demonstrates the partnerships commitment to training. It is considered to be one of the Spring Hill Site's represented and non-represented leaders' most important responsibilities. For training to be successful, leaders' active involvement as teachers must continue to meet the demands of the wide variety of classes needed by members.

### **Program Execution Team (PET) Involvement**

During these negotiations, extensive discussions were held relative to the participation of a Spring Hill UAW sourcing representative on PET's. The parties agree the Saturn advanced product coordinators will continue to support the current (GMT 315 and GMX 357) Saturn PET's. It is further agreed the advanced product coordinator(s) will be the sole UAW representative on any future Spring Hill exclusive PET for any vehicle(s) that will be produced at Spring Hill. The coordinator(s), who will be selected by the UAW SAC Advisor, will provide input to the PET on the behalf of Spring Hill and the UAW. In the event the Local 1810 advanced product coordinator(s) currently assigned are unable to fulfill their role, replacement representation on the PET's, will be determined by the UAW SAC Advisor and General Motors Corporation.

### **Advertising and Marketing**

The parties discussed the changing roles of Saturn Sales, Service and Marketing within the GM Global Product portfolio. The parties recognize the need to review and continue Union Partnership Marketing Initiatives as well as the need to restructure and transition the Saturn Sales, Service and Marketing organization to GMNA VSSM. The Saturn Union Partnership Marketing Initiative will continue, unless otherwise agreed to by the parties. The Corporation will fund these initiatives. The planning and budget allocation for these initiatives will be reviewed on an annual basis. The partnered leaders of the Strategic Action Council will provide leadership of these initiatives.

### **Media Center**

During the recent local negotiations, the parties discussed the need to continue to provide robust communication processes that support various creative and technical capabilities including systems like broadband, video production, and audio/visual support in a cost effective manner, while providing Spring Hill team members fast, reliable, accurate information. In this context, the parties are committed to jointly develop and implement cost effective methods, which will be agreed to by the parties, to operate the Spring Hill Media Center competitively.

### **Welcome Center**

The parties agree to continue to:

- Utilize the Welcome Center as the primary visitors entrance to the Spring Hill Site and provide tours of the facility
- Provide the necessary resources, including UAW team members, to staff and maintain the Welcome Center
- Jointly develop and implement additional cost effective methods to operate the facility and services
- Maintain the Spring Hill site store

### **Northfield Training/Office Building Utilization**

During the course of these negotiations the parties discussed the services (i.e., media center, training, etc.) provided through or within the Northfield Training/Office Building. Management assured the union that it will provide adequate and comparable media and training facilities at the Spring Hill Site in the event the Northfield Training/Office Building is leased or sold. These alternate facilities will be planned for and made available prior to the lease or sale of the Northfield Training/Office Building.

**CONSULTATION PROCESS  
SPRING HILL SITE  
GENERAL MOTORS CORPORATION  
U.A.W. – LOCAL 1853**

This Agreement is entered into this 14<sup>th</sup> day of June, 2004 between the Spring Hill Site Management, General Motors Corporation, and the Shop Committee of Local 1853, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union.

**Consultation Process**

The Spring Hill Site was founded upon the belief that our team members are highly motivated to work collaboratively in achieving a high performance organization. It is also based upon the belief that members are responsible and accountable for their own behavior. In most instances, team member's behavior is within acceptable boundaries of mutual trust and respect and contributes to the success of the organization. Situations may occur, however, where a team member's behavior is not contributing to the work unit or organization's success. For these instances it is necessary to establish certain conduct levels and overall procedures that assure the protection and well being of all Spring Hill team members.

In most instances correcting behavior that adversely affects the individual(s) success can be accomplished by the Group Leader and appropriate resources, as required, utilizing coaching and counseling and/or the formal Consultation Process as defined herein. If counseling and attempts to modify behavior are ineffective, or in the cases of serious misconduct, management may initiate disciplinary action or discharge depending on the seriousness of the offense, in the judgment of management, utilizing the Standards of Conduct.

In those instances where the Group Leader, the Union representative and the team member believe that the team member's behavior can be modified utilizing a Consultation Process, the parties will develop a written action plan outlining the specific behavior modifications required of the team member. Such action plans will:

- Emphasize support for the Spring Hill Mission and Values
- Establish the need for the member's contribution to the Spring Hill Site
- Define the member's role in attaining Spring Hill Site goals
- Establish specific timing for further evaluation
- Define additional resources and their support roles
- Reflect the established norms for all Spring Hill team members

*The intent of this process is to successfully change the team member's behavior. It is recognized by the parties that such success is dependent upon the team member recognizing and acknowledging the behavior that requires change and taking full accountability to modify their behavior. The respective Group Leader and Union representative will provide the necessary support (training, coaching, etc.) to assist the team member in meeting their behavior modification goals. However, the responsibility for changing inappropriate behavior ultimately lies with the team member.*

**ATTENDANCE PROCEDURE AGREEMENT  
SPRING HILL SITE  
GENERAL MOTORS CORPORATION  
U.A.W. – LOCAL 1853**

This Agreement is entered into this 14<sup>th</sup> day of June, 2004 between the Spring Hill Site Management, General Motors Corporation, and the Shop Committee of Local 1853, International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union.

The parties agree that sometimes absenteeism is the result of personal or unforeseen problems in a team member's life and that such problems must be addressed in a reasonable and responsible manner. The parties, utilizing Doc No 8 of the GM-UAW National Agreement, intend to encourage regular attendance through corrective discussion, formal discipline and the availability of the Employee Assistance Program, while at the same time expecting team members to accept responsibility for their own behavior.

Accordingly, management will develop written guidelines for Group Leaders for the administration and usage of pre-approved and excused vacation hours as provided for under Paragraph 194. These guidelines will take into consideration the team member's prior attendance history when making a determination regarding documentation requirements for an absence under the utilization of Paragraph 194. These guidelines will be communicated to Group Leaders in a mandatory training class prior to the conversion to the National Agreement.

The parties also agree to jointly develop a fair and equitable process for translating the current Spring Hill Attendance steps to the provisions of Doc No 8 of the GM-UAW National Agreement - Attendance Corrective Action Steps. It is agreed this process will be developed and communicated to coincide with the implementation date of the National Agreement provisions.

This understanding resolves all attendance issues regarding the conversion from the Spring Hill Attendance Guidelines to the National Agreement Doc No 8 Memorandum of Understanding – Special Procedure for Attendance.

**SITE SECURITY  
MEMORANDUM OF UNDERSTANDING  
SPRING HILL SITE  
GENERAL MOTORS CORPORATION  
U.A.W. – LOCAL 1853**

The parties have agreed that in order to maintain a safe working environment in our “open campus” facilities, the ongoing safety and security of our team members is of primary concern. Therefore the parties have agreed to utilize Closed Circuit Television monitoring systems (CCTV) to enhance safety and mitigate “High Risk” security concerns in designated areas across the site that are vulnerable to unauthorized activity. It is understood that CCTV recorded events will not be used to monitor employee access or egress for the purpose of timekeeping.

In anticipation of CCTV monitoring at the Spring Hill site, the following protocol is established to ensure the integrity and control of recorded and/or monitored events:

With the exception of illegal events, CCTV recorded or monitored events will not be communicated or released without the written consent of the Spring Hill Personnel Director and UAW Shop Chairperson. All Spring Hill Site CCTV recorded and/or monitored events are proprietary and confidential.

### **Corporate Information Systems and Equipment**

During the course of these negotiations, the parties discussed issues related to our team members' use of personal computers in the workplace. Many of our Spring Hill Site team members have directly benefited from the wealth of information and collaboration of resources available through the use of the Internet and email. Both tools are critical elements of our e-business initiatives and have been instrumental in redefining the way we do business and communicate with both our internal and external customers.

The parties have agreed to continue to provide access to these systems for those team members whose job responsibilities require such access for business purposes. In addition the parties have agreed to be guided by all GM Corporate policies and practices regarding access and use of Corporate Information Systems and equipment.

Team members will:

- Access only those Spring Hill Site computing and communication resources for which they are authorized.
- Use only computing and communication resources needed to perform job related functions.
- Maintain professionalism and personal responsibility in all communications.

It is vital that all team members abide by the policies and maintain a work environment that is free of hostility and harassment.

### **Manpower Planning Tools**

The parties agree the appropriate utilization of manpower resources within the work units enables the work units to effectively accomplish their tasks. Therefore, the parties agree that the Spring Hill Manufacturing Measurement System (SMMS) is a planning tool that will be utilized for manpower planning purposes. As with all planning tools, the accuracy of the information is important in maximizing its potential benefits. Recognizing this, the parties agree to continue to monitor the effectiveness of this tool and make appropriate modifications as agreed upon.

In addition, the parties will further investigate other planning tools for possible use by Spring Hill leaders, including the tool under development at the General Motors – Oshawa sites referred to as the “Tool Kit” with the intention of adding a team leader planning tool to facilitate their involvement in the planning function of their team. This planning tool would replace SMMS. The administrative support currently assigned to SMMS will support the new planning tool.

### **General Assembly Final Reprocess**

During these negotiations, the parties agreed that under the current agreement, team members would be reduced from the General Assembly Final Reprocess Area by seniority. Further the parties agree that under the new agreement and upon the effective date of the Seniority Agreement provisions, team members would be returned to the General Assembly Paint Repair or the General Assembly Mechanical Repair Areas based upon the team from which the team members were reduced.

### **GM Systems**

Management will begin the process of converting systems at the Spring Hill Site to accommodate the transition of represented members from Saturn employment status to the GM/UAW National Agreement employment status. Employment status transition will be targeted for January 1, 2005, which includes conversion to GM/UAW hourly benefits and GM/UAW hourly payroll. Badge reader technology will be implemented and used by the end of the second quarter 2005.

### **Scheduled Start Times**

During the course of these negotiations the parties discussed current and future start times of operations throughout the Spring Hill Site. The parties agree to continue to explore innovative approaches to scheduling the facilities and seek arrangements that best balance the needs of the people and the requirements of the business. In the event there is a need to change/modify current and/or future start times, discussions will take place between the parties, prior to such changes being made.

### **Quality Network Problem Solving**

During the course of these negotiations the parties discussed the vital importance of continuous improvement, specifically as it relates to quality. The GM-UAW National Agreement defines the Quality Network as the foundation for all GM Plants to follow. At the Spring Hill Site it is recognized that all leaders and team members must be excellent problem solvers, utilizing common methods that drive the Spring Hill Site to be a world-class quality producer.

Accordingly, the parties have developed a comprehensive training plan, using GM-UAW Quality Network training courseware as the foundation, which is specifically designed for each level of the Spring Hill organization. Further, the Key Four will jointly explore utilization of other methodologies, including Six Sigma, to further enhance Spring Hill's competitive position into the future.

**MODIFICATION and TERMINATION AGREEMENT  
SPRING HILL SITE  
GENERAL MOTORS CORPORATION**

This Agreement will become effective January 1, 2005, and shall continue in full force and effect without change until 11:59 P.M. (Detroit Time), September 14, 2007. If either party desires to terminate this Agreement, it shall 60 days prior to September 14, 2007, 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 September 14, 2007, subject to termination by either party on sixty (60) days' written notice prior to September 14<sup>th</sup> of any subsequent year.

If either party desires to modify or change this Agreement it shall, sixty (60) days prior to September 14, 2007, or any subsequent September 14<sup>th</sup> date, give written notice to such effect. Within ten days after receipt of said notice, a conference will be arranged to negotiate the proposals in which case this Agreement shall continue in full force and effect until terminated as provided hereinafter.

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 August 15<sup>th</sup> following said notice of intention to modify or change.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives the day and year first written above.

LOCAL #1853, UAW

Michael D. Herton  
Richard D. Martinez  
Charles T. McMahon  
Kenneth Gwynn  
Mike Medrano  
Bruce P. Fager  
Mark A. Larsen

Spring Hill Site,  
General Motors Corporation

Dennis G. Finn  
Anthony J. Alferio  
Daniel T. Koenn  
Terry L. Wonderlin  
Pamela K. Campbell  
Steven H. Hunter  
Kimberly A. LaFevor  
Michael J. Rayburn

Spring Hill Sourcing Process

June 6, 2004

Mr. Michael Herron  
Shop Chairman  
UAW Local 1853  
Spring Hill, TN

Dear Mr. Herron:

During the course of these negotiations Spring Hill management and the UAW discussed the UAW's involvement in Sourcing Activities impacting the Spring Hill Site. The *Sourcing Agreement* agreed to during the 2003 local negotiations will continue through the duration of the 2003 GM-UAW National Agreement and the current union resources assigned to these roles in Spring Hill will continue to function in these roles.

Very truly yours,

Dennis Finn  
Plant Personnel Director  
Spring Hill Site

December 11, 2003

Mr. Richard Shoemaker  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Shoemaker:

Subject: Saturn Operations

During the 2003 UAW-Saturn negotiations the Parties had in depth discussions regarding the unions concern over the long-term viability of Saturn, the long-term security of Saturn employees and retirees and the company's concern with the corresponding need to improve operational efficiencies. Further discussions also reviewed GM's strategy to create a global network of lean, flexible and common manufacturing facilities that are capable of producing multiple brands and architectures within GM's global product portfolio including it's plans for making Saturn an integral part of that strategy. As a result, the parties agree that future job security and long term viability depend on capital investment; new, next generational, improved and diversified product, manufacturing capability that could include both Saturn and non-Saturn vehicles; and improvements in the competitiveness of Saturn operations by improving productivity and quality, lowering costs and leveraging GM and UAW-GM joint processes.

To address these concerns the parties agree to transition to the UAW-GM National Agreement on a mutually acceptable basis that will, to the extent possible, maintain and preserve the Saturn philosophy while addressing operational efficiencies. In that regard, the parties, (Representatives from Locals 1810 and 1853, the International Union UAW, Spring

Hill People Systems and General Motors Labor Relations), will reconvene such discussions no later than February 2004 and complete them by December 1, 2004. If the parties' efforts to transition to the UAW-GM National Agreement on a mutually acceptable basis are not successful, then the new 2003 UAW-Saturn agreement will remain in effect, unless and until either party submits a written Notice of Request to Modify Agreement pursuant to the Memorandum of Agreement.

Further, the parties agree that the objective of these discussions is to consummate an Agreement that will address the issues set forth herein and preserve those aspects of the UAW-Saturn Memorandum Of Agreement, in Local Agreement form, that are unique to Saturn and are mutually acceptable as well as adopting common and best practices that are utilized in UAW GM facilities and are mutually acceptable. The actual performance progress of Saturn operations towards becoming competitive will be important aspects for General Motors to consider when making the aforementioned investment and product allocation decisions.

Consistent with the Parties objectives, effective January 1, 2004 all Saturn employees and retirees will be covered by the terms of the UAW-GM Hourly Pension Plan and the UAW-GM Post Retirement Health Care Plan.

Very truly yours,

Troy A. Clarke

**Memorandum of Agreement  
Retirement Benefits**

On this 12<sup>th</sup> day of December, 2003, General Motors Corporation (GM), Saturn Corporation (Saturn) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), agree to the following:

- (a) The Saturn Individual Retirement Plan (IRP) will be terminated effective January 1, 2004 or as soon thereafter as is reasonably practicable. Until IRP account balances are actually transferred they will remain subject to the actual investment returns applicable to IRP accounts.
- (b) Upon the termination of the IRP each IRP participant currently employed by Saturn or GM will begin accumulating credited service under the GM Hourly Rate Employees Pension Plan (Exhibit A) (the "HRP") for future Saturn service and will be given a choice as to the disposition of their IRP account balance. The choices are as follows:
  - i. The IRP participant may direct that 100% of the account balance [including any segregated accounts maintained due to a Qualified Domestic Relations Order (QDRO)] be transferred into a separate Personal Savings Plan (PSP) account. When established, the separate PSP account will have the same forms of distribution options that are currently available in the Saturn IRP. The separate PSP account will not be subject to participant direction, will not be assets considered for loan availability or hardship withdrawals, may not be withdrawn, will have only the distribution options set forth above, and will have the same asset returns (whether positive or negative) as the assets of the HRP. The named fiduciary for purposes of investment of HRP assets will direct investment of the PSP account; or
  - ii. The IRP participant may direct that 100% of the account balance be transferred into the HRP, except that participants whose IRP account is subject to a QDRO are not eligible for option (b)(ii).
  - iii. The IRP participant that fails to select one of the provided options, within the time limits established by the parties, will be deemed to have selected option (b)(i).

- (c) For the IRP participants who elect (b)(i) above, for eligibility purposes benefits will be payable from the HRP based on the participant's combined HRP and IRP credited service. The amount of the HRP benefits payable will be based on their combined HRP and IRP credited service and will be reduced by an offset amount, calculated one time, as follows:
- i. For any lump-sum payment(s), a permanent monthly actuarial equivalent offset calculated by the GM Plan Actuary determined by converting the lump sums of the member's separate PSP account and any Saturn-provided match and earnings payable or paid from the Saturn ISP accounts to a monthly equivalent in accordance with Article X, 9, "Actuarial Value" as defined in the HRP, plus
  - ii. For any monthly annuity(ies), the amount of any such monthly annuity before any reduction for early commencement or survivor coverage.
  - iii. The value of the separate PSP account at the time the reduction is calculated and applied will be utilized (including any segregated amount due to a QDRO).
  - iv. The calculated offset will be established such that it remains constant.
  - v. For participants who defer election of a distribution option, the offset will be calculated under (c)(i) above.
- (c) For the IRP participants who elect (b)(ii) above, IRP assets and liabilities will be transferred to the HRP and individual accounts no longer will be maintained. Benefits payable from the HRP will be based on the participant's combined HRP and IRP credited service, and will not be reduced by the amount of the IRP account balance transferred. In no event will such benefit be less than the actuarial value of the participant's annuity as of the date of the termination of the IRP.
- (d) IMBA and GMBA assets will be treated as set forth in the Memorandum of Agreement Post Retirement Health Care.

This Memorandum of Agreement applies regardless of whether the covered employees are at Saturn or GM and regardless of whether they had previously participated in any pension choice offered by Saturn.

Former IRP covered employees who currently maintain an IRP balance and who left Saturn and GM employment after electing to return, or after being returned, to the HRP, will have their IRP balance transferred to the PSP as set forth above in section (b)(i) of this memorandum. Benefits payable from the HRP will be determined under (c) above.

For purposes of this Memorandum there shall be no duplication of any credited service and individuals treated under paragraph (b)(i) will not have any service for which contributions were made to their IRP account included in HRP credited service.

**Memorandum of Agreement  
Post Retirement Health Care**

On this the 12<sup>th</sup> day of December 2003, General Motors Corporation (GM), Saturn Corporation (Saturn) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), agree to the following:

- (a) Effective with the termination of the Saturn-UAW Individual Retirement Plan for Represented Members (IRP), Saturn retirees who meet all the applicable eligibility conditions for Individual Medical Benefits Account (IMBA) benefits in retirement, or who meet all the applicable eligibility conditions for post-retirement health care under the provisions of Article III of the General Motors Health Care Program for Hourly Employees (Exhibit C) (HCP), and their eligible dependents, will receive post-retirement health care coverage in accordance with the provisions of the General Motors Health Care Program for Hourly Employees (HCP).
  - i. Notwithstanding the above, for an IMBA Covered Retiree who is not otherwise eligible for post-retirement health care under the provisions of the HCP, coverages will cease at the time the IMBA balance is exhausted and the IMBA will be terminated.
- (b) Upon termination of the IRP, the IMBA accounts and the Group Medical Benefit Account (GMBA) established under that plan will be transferred and maintained as indicated below:
  - i. The IMBA assets will be frozen and the assets currently attributable to an IMBA will be transferred to a similar account in the GM Hourly Rate Employees Pension Plan (HRP) that will be used to provide post-retirement medical benefits under section 401(h) of the Code. Separate account balances will be maintained under the HRP for record keeping purposes only. IMBA assets will be used to provide HCP coverage or benefits, including but not limited to the HCP Special Benefit, to eligible Saturn IMBA Covered Retirees and their eligible dependents by reimbursing the Corporation for the monthly premiums or costs established for such coverage

under the terms of the HCP applicable to the Saturn IMBA Covered Retirees.

All earnings on IMBA assets (except those attributable to accounts for members cited in (a)i above) will be allocated to the GMBA. Earnings attributable to accounts cited in (a)i will be allocated to the member's IMBA. When all liabilities of an IMBA are either exhausted or forfeited (except by reason of the retiree becoming eligible for GM retirement health care contributions or coverage), any remaining assets will be transferred to the GMBA.

- ii. The assets currently attributable to the GMBA will be transferred to the HRP and will be used to provide post-retirement medical benefits under section 401(h) of the Code. The account balance will be maintained for record keeping purposes only. These funds will be used to provide HCP coverage or benefits, including but not limited to the HCP Special Benefit, to eligible Saturn GMBA Covered Retirees and their eligible dependents by reimbursing the Corporation for the monthly premiums or costs established for such coverage under the terms of the HCP applicable to the Saturn GMBA Covered Retirees. Once all assets of the GMBA are exhausted, the GMBA will be terminated.
- iii. In connection with this memorandum, Saturn retirees will no longer be eligible for benefits under the Saturn Health Care Program for Represented Members. As a result, the Saturn-UAW Health Care Benefit Trust, which maintains funds to provide funding for certain eligible Saturn retirees, will be merged into the General Motors Hourly Welfare Benefit Trust.

## STANDARDS OF CONDUCT

Serious misconduct may include any of the following actions or behaviors by a team member and will be sufficient grounds for corrective action ranging from reprimand to immediate discharge. In as much as all misconduct cannot be anticipated, this list is not intended to be exhaustive.

1. Failure to be in place ready to begin work when signal is sounded.
2. Making preparations to leave work 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 member identification.
8. Absence without reasonable cause.
9. Reporting late for work.
10. Absence of three working days without properly notifying Management.
11. Leaving own Area or the plant during working hours without permission.
12. Distracting the attention of others, or causing confusion by unnecessary demonstration in the plant.
13. Creating or contributing to unsanitary conditions.
14. Possession of weapons or explosive material on Company premises at any time.
15. Refusal to follow direction from Group Leader or other members of management.
16. Refusal or failure to do job assignment.
17. Unauthorized operation of machines, tools or equipment.
18. Making scrap unnecessarily, or careless workmanship.

19. Wasting time on any Company property during working hours.
20. Smoking except in specifically designated areas and during specified periods.
21. Threatening, intimidating, coercing or interfering with members or management at any time or creating a hostile work environment.
22. Unauthorized soliciting or collecting contributions for any purpose whatsoever during working time.
23. Unauthorized use of company property and distribution of literature, written or printed matter of any in working areas on Company premises during working time.
24. 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.
25. Misuse, divulging or removal from the premises without proper authorization of member lists, blue prints, company records, or confidential information of any nature.
26. Gambling, lottery or any other game of chance on Company premises at any time.
27. Abuse, misuse or deliberate destruction of Company property, tools, equipment or the property of employees in any manner.
28. Restricting output.
29. The making or publishing of malicious statements concerning any member, the Company or its products.
30. Abusive language to any member or management.
31. Fighting on the premises at any time.
32. Theft or misappropriation of property of employees or of the Company.
33. 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.
34. Sabotage.
35. Disregard of safety rules or common safety practices.

36. Immoral conduct or indecency.
37. Repeated violations of shop or safety rules.
38. Littering, or contributing to poor housekeeping, unsanitary, or unsafe conditions, on plant premises.
39. Improper use of computer equipment, including Internet usage, e-mail systems and other non-work related purposes.
40. 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.
41. *Harassment or threats on company premises related to such things as race, color, religion, age, sex, national origin, disability, or sexual orientation, etc.*
42. Soliciting or accepting gifts, favors or special considerations from Company suppliers.

## BENEFITS TELEPHONE NUMBERS

**National Benefits Center (NBC)** (800) 489-4646  
Health Care Coverage  
Sick Leave Forms  
Extended Disability  
Life Insurance – Optional Life – Dependent Life Insurance  
GM National Retiree Benefits  
Pension Administration

**Local Assistance Regarding – Hospital, Medical,  
Surgical, Prescription Drugs, Hearing Aid, Mental  
Health, and Substance Abuse:**

PPO Blue Cross/Blue Shield of Michigan (800) 482-2210  
AETNA HMO (800) 323-9930

**On-Site UAW Benefit Representatives**

Vehicle Systems (931) 486-5706  
Body Systems/SPO (931) 489-4693  
Powertrain (931) 489-4734

**Vision Program**

Davis Vision (888) 672-8393

**Dental Program**

Delta Dental Plan of Michigan (800) 482-8915

**Mail Order Prescription Drugs**

Medco Pharmacy Services (800) 464-4679

**Mental Health and Substance Abuse**

CIGNA Behavioral Health (800) 235-2302

**UAW/GM Legal Services**

Tennessee (931) 487-9818  
Michigan (800) 521-2979

## OTHER IMPORTANT NUMBERS

<b>ABSENCE CALL-IN</b>	(877) 455-2633
<b>AOL/AMERICA ON-LINE</b>	(866) 244-2777
<b>ARAMARK UNIFORMS/CLOTHING</b>	(931) 486-5386
<b>BADGE ROOM</b>	(931) 486-5768
<b>EMERGENCY (IN-PLANT)</b>	#911
<b>GM ON-LINE 2000 HELP DESK/PASSWORD RE-SET</b>	(888) 337-2400
<b>INCLEMENT WEATHER HOTLINE</b>	(800) 253-0834
<b>MEDICAL ICF VEHICLE SYSTEMS</b>	(931) 486-6858
<b>MEDICAL ICF BODY SYSTEMS</b>	(931) 486-7366
<b>MEDICAL ICF POWERTRAIN</b>	(931) 486-6096
<b>NEW VEHICLE PURCHASE</b>	(800) 235-4646
<b>ON-SITE KINDERCARE</b>	(931) 486-0365
<b>PREMIER (CLEANING)</b>	(931) 486-7988
<b>SAFETY GLASSES</b>	(931) 486-6771
<b>SAFETY SHOES</b>	(931) 486-5670
<b>SATURN PRODUCTION HOTLINE</b>	(800) 253-0834
<b>SATURN SECURITY (EMERGENCY #911)</b>	(931) 486-5020
<b>SOCIAL SECURITY</b>	(800) 772-1213

<b>SSPO DISCOUNT PARTS</b>	(800) 433-6961
<b>TUITION ASSISTANCE PROGRAM</b>	(800) 228-2946
<b>UAW CENTER</b>	(931) 486-7800
<b>UAW HOTLINE</b>	(888) UAW-1853
<b>UAW LOCAL 1853 CREDIT UNION</b>	(931) 486-3125
<b>UAW LOCAL 1853 UNION HALL</b>	(931) 486-0125
<b>VEHICLE ADMINISTRATION (PEP)</b>	(931) 486-6465
<b>VENDING MACHINE MANAGER</b>	(931) 486-5654
<b>VERIFY EMPLOYMENT</b>	(800) 489-4646
<b>VETERANS AFFAIRS</b>	(800) 827-1000
<b>WELCOME CENTER INFORMATION</b>	(931) 486-5440
<b>WORK/FAMILY PROGRAM</b>	(931) 486-5379