

Agreement
Between
UAW
and the
GUIDE
CORPORATION

March 21, 2004
(Effective March 30, 2004)

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INTRODUCTION

The management of Guide Corporation recognizes that it cannot get along without labor any more than labor can get along without the management. Both are in the same business and the success of that business is vital to all concerned. This requires that both management and the employees work together to the end that the quality and cost of the product will prove increasingly satisfactory and attractive so that the business will be continuously successful.

Guide Corporation holds that the basic interests of employers and employees are the same. However, at times employees and the management have different ideas on various matters affecting their relationship. The management of Guide Corporation is convinced that there is no reason why these differences cannot be peacefully and satisfactorily adjusted by sincere and patient effort on both sides.

PREFACE

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

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

AGREEMENT

Entered into this 21st day of March, 2004, between Guide Corporation, hereinafter referred to as the Corporation, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union, as representing the production and maintenance employees and the mechanical employees in engineering shops in certain of the Corporation's plants.

RECOGNITION

(1) The Corporation recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, as the exclusive representative of the production and maintenance employees and mechanical employees in engineering department shops, except those listed below for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment in the bargaining units in which they have been so certified, and in such other bargaining units as presently exist and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of the Labor Management Relations Act of 1947 and applicable orders of the National Labor Relations Board.

(2) In case the UAW shall be certified as the bargaining representative for any additional bargaining units, or if recognition is extended without formal certification, the matter of including such unit under the terms of this Agreement shall be negotiated between the Industrial Relations Department of the Corporation and the International Officers of the Union; it being understood that plants producing automotive parts similar to the material now being produced by plants covered by this Agreement, shall be included after giving due consideration to any local wage classifications, rates, understandings or practices as may exist.

(2a) Separate agreements will be negotiated for bargaining units not falling into the above classifications.

(3) For the purposes of this Agreement the term "employee" shall include all production and maintenance employees and mechanical employees in engineering department shops in the bargaining units covered hereby, except employees of sales, accounting, personnel and industrial relations departments, superintendents and assistant superintendents, general supervisors, supervisors and assistant supervisors, and all other persons working in a supervisory capacity including those having the right to hire or discharge and those whose duties include recommendations as to hiring or discharging (but not leaders), and those employees whose work is of a confidential nature, time study persons, plant protection employees (but not to include employees assigned to maintenance patrol or fire patrol duties), all clerical employees, chief engineers and shift operating engineers in power plants, designing (drawing board), production, estimating and planning engineers, draftpersons and detailers, physicists, chemists, metallurgists, artists, designer-artists and clay plaster modelers, timekeepers, technical school students, and those technical or professional employees who are receiving training, kitchen and cafeteria help.

Union Security and Check-Off of Union Membership Dues

(4) An employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union.

(4a) An employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under, and for the duration of, this Agreement.

[See App. D]

(4b) Anything herein to the contrary notwithstanding, an employee shall not be required to become a member of, or continue membership in, the Union, as a condition of employment, if employed in any state which prohibits, or otherwise makes unlawful, membership in a labor organization as a condition of employment.

[See App. D]

(4c) The Union shall accept into membership each employee covered by this Agreement who tenders to the Union the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union.

[See App. D]

(4d) The Local Union will furnish Local Management, not later than fifteen (15) days prior to implementation of the automatic dues deduction system at any plant, the names of all members paying dues direct to the Local Union. Thereafter, the Local Union will advise Management, promptly, of any changes to this list.

[See Par. (4i),(4j),(4l),(4o),(4r)]

(4e) Any dispute arising as to the employee's membership in the Union shall be reviewed by a representative of local Management and the Chairperson of the local Shop Committee and/or the Financial Secretary, and if not resolved, may be decided by the Arbitrator.

(4f) "Member of the Union" as used above means any employee who holds membership in the Union. Such members shall not be more than thirty (30) days in arrears in the payment of membership dues.

(4g) Initiation fees for membership in the Union shall not exceed the maximum prescribed

by the Constitution of the International Union at the time the employee becomes a member.

(4g1) In any state wherein this Agreement cannot be made effective because of state law, an employee who is not a member of the Union at the time this Agreement becomes effective shall pay to the Union as a condition of continued employment, within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, a sum equal to the Union's or local's initiation fee charged members and also a sum monthly which is equal to the monthly dues required of the Union's or local's members at each location, provided that such condition of continued employment is not prohibited by state law and, provided further, that such condition of continued employment continues to be lawful under the National Labor Relations Act, as amended.

(4g2) Any dispute which may arise as to whether or not an employee has paid the sum of money which is required to be paid as a condition of continued employment shall be reviewed with the employee by a representative of the Local Union and a representative of Local Management. Should this review not dispose of the matter, the dispute may be referred to the Arbitrator whose decision shall be final and binding on the employee, the Union and the Corporation.

(4h) During the life of this Agreement, the Corporation agrees to deduct from the pay of each employee, or notify the Trustee of the Guide-UAW Supplemental Unemployment Benefit Plan Fund to deduct from each such employee's Regular Benefits, Union membership dues levied by the International Union or Local Union in accordance with the Constitution and By-Laws of the Union, provided that each such employee executes or has executed the following "Authorization For Check-Off Of Dues" form; provided further however, that the Corporation will continue to deduct monthly membership dues from the pay of each employee for whom it has on file an unrevoked "Authorization For Check-Off Of Dues" form.

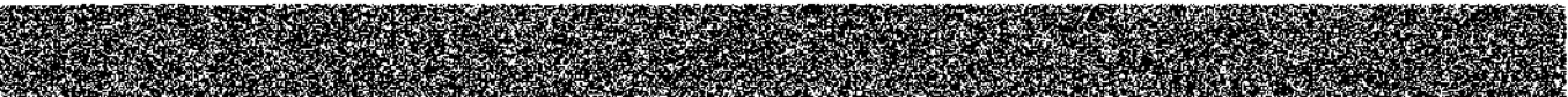
{See Doc. 8}

[See CSA #6]

(4i) Deductions shall be made only in accordance with the provisions of said "Authorization For Check-Off Of Dues", together with the provisions of this Section of the Agreement.

(4j) Once each month, the designated financial officer may submit to local management a list showing the name and social security number for each employee who is certified as owing an initiation fee and/or monthly dues, specifying the amount of the liability and the period to which any such monthly dues liability applies.

{See Par. (4d)}



(a) This list shall be dated and shall be submitted on or before the first Tuesday following the third pay day in the month.

(b) Such amounts will be deducted from the first pay received following the first payroll period ending in the next following calendar month provided the employee has sufficient net earnings to cover the liability.

(4j) A properly executed copy of such "Authorization For Check-Off Of Dues" form for each employee for whom Union membership dues are to be deducted hereunder, shall be completed by the employee and submitted to the Local Management before any dues deductions are made, except as to employees whose authorizations have heretofore been delivered to Local Management. Deductions shall be made thereafter, only under the applicable "Authorization For Check-Off Of Dues" forms which have been properly executed and are in effect. Local Management shall deliver to the Local Union an "Application for Membership" form for each employee for whom Union membership dues are to be deducted under the provisions of the Check-Off except as to employees whose authorizations have heretofore been delivered.

[See Par. (4d)]

(4k) Check-Off deductions under all properly executed "Authorizations For Check-Off Of Dues" forms which have been delivered to the

respective Local Managements on or before the effective date of this Agreement, shall begin with the first month following the effective date of this Agreement.

[See Doc. 8]

[See CSA #11]

(4I) The initial monthly dues deduction from the pay of an employee who completes an "Authorizations For Check-Off Of Dues" form shall be made from the second pay received by the employee following the date on which the authorization was executed. It shall be presumed that employees owe initiation fees, unless they had previously executed an "Authorizations For Check-Off Of Dues" form at that plant, and such initiation fees will be deducted simultaneously with the initial deduction as specified in this paragraph. Thereafter, the Union membership dues for each succeeding calendar month shall be deducted as follows:

[See Par. (4d)]

(4I)(a) The deduction for monthly dues will be made from the first pay received following the first payroll period ending in the calendar month. All payroll periods ending in a calendar month will constitute, in the aggregate, the dues deduction month. Regular monthly dues and past dues or initiation fees, if any, will be deducted provided the employee has sufficient net earnings to cover the deductions. In the event there are insufficient net earnings, the deductions will be made from the

subsequent pay or Regular Benefit received by the employee that is sufficient to cover the deductions. Any liability will be carried forward until the employee has sufficient net earnings to cover the deduction or breaks seniority, whichever occurs first. However, deductions will only be made from Regular Benefits provided the employee has an applicable "Authorization For Check-Off Of Dues" form in effect as of the date the deduction is made. In the event an employee has a past dues or initiation fee liability and receives a payment for the unused portion of Vacation Entitlement, such liability may be deducted from such payments.

(4l)(b) The dues deducted from an employee's earnings will be a sum equivalent to two (2) hours straight time pay and will be based upon the employee's hourly wage rate including cost of living allowance but excluding all other premiums for the job classification of record held by the employee during the pay period to which the deduction applies.

(4l)(d) In the event of a retroactive change in an employee's job classification of record for the pay period in which dues have been deducted, there will be no retroactive adjustment in the check-off of Union membership dues.

(4l)(e) The amount deducted from an employee's pay pursuant to these provisions shall be in addition to an amount which may be authorized by a Local Union pursuant to the Constitution and By-

Laws of the Union and of which the Local Union has given notice to Local Management.

(4l)(f) In the event an employee does not receive a paycheck for a payroll period ending in a dues deduction month prior to the receipt of a Regular Benefit applicable to any such period, union dues in the amount of five dollars (\$5.00) or such other amount as may be established as dues shall be deducted from the Regular Benefit, provided the employee has the applicable "Authorizations For Check-Off Of Dues" form in effect as of the date the deduction is made. In the event such an employee subsequently receives a paycheck for a payroll period ending in the same dues deduction month, the difference between the amount of union dues paid and the amount then owing will be deducted from such paycheck.

(4m) In the case of employees rehired, or returning to work after layoff or leave of absence, or being transferred back into the bargaining unit, who previously have properly executed "Authorizations For Check-Off Of Dues" forms, deductions will be made for membership dues as provided herein.

(4n) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

[See Par. (4o),(4p),(4q)]

(4o) Dues deductions shall be remitted to the designated financial officer of the Local Union once each month as soon as available but no later than 10 days after the regular deduction date. Any deductions made from subsequent payrolls or from Regular Benefits paid during payroll periods that end in the calendar month shall be included with the remittance for the following month. Local Management shall furnish the designated financial officer of the Local Union, monthly, with the names, social security numbers, department numbers and clock numbers of those for whom deductions have been made, the amounts of the deductions and the amounts deducted, by employee and in total, respectively, for initiation fees, regular monthly dues, and S.U.B. dues. Regular monthly dues and S.U.B. dues shall be identified as to the period to which such deductions apply. This information should be furnished along with the dues remittance. The designated financial officer will be advised of the order in which the names will be listed and of any future changes in the order of the listing as far in advance as possible. The foregoing notwithstanding, deductions made on a declining balance basis, deductions of a past dues or initiation fee liability from a Regular Benefit and deductions from pay for a liability incurred more than six (6) months prior to the actual deduction date will not be identified to a specific deduction month.

{See Par. (4d), (4n)}

{See Doc. 8, 9}

(4p) Any dispute which may arise as to whether or not an employee properly executed or properly revoked an "Authorizations For Check-Off Of Dues" form, shall be reviewed with the employee by a representative of the Local Union and a representative of Local Management. Should this review not dispose of the matter, the dispute may be referred to the Arbitrator, whose decision shall be final and binding on the employee, the Union and the Corporation. Until the matter is disposed of no further deductions shall be made.

{See Par. (4n)}

(4q) Neither the Corporation nor the Trustee of the Guide-UAW Supplemental Unemployment Benefit Plan Fund shall be liable to the International Union or its locals by reason of the requirements of this Section for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned or from Regular Benefits received.

{See Par. (4n)}

{See CSA #6}

(4r) In the event net earnings are sufficient to cover union membership dues for only one dues deduction month and an employee has a dues liability for more than one (1) month, the deduction will be for the current dues deduction

month. In such situations membership dues for the past dues liability will be deducted from the next earnings received in that month or in a succeeding month in which the employee has sufficient net earnings to cover such union membership dues.

[See Par. (4d)]

(4s) In the event an employee receives a back pay settlement or award for any calendar month for which no dues deduction has been made, a deduction for each such month shall be made from such settlement or award.

[See Doc. 8]

(5) The purpose of this Agreement is to provide orderly collective bargaining relations between the Corporation and the Union, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operation of the Corporation's business.

[See Par. (19),(34)]

[See Doc. 1, 26]

(5a) If either party at a particular location believes that the provisions of this Agreement are being administered in a manner inconsistent with orderly collective bargaining relations, the circumstances will be discussed between the designated representative of local Management and the Chairperson of the Shop Committee in an effort to resolve the problem. If the problem is not resolved locally, it will be reviewed by

the Corporation's Vice President of Industrial Relations and a representative of the Guide Department of the International Union. If the problem is not resolved after exhausting the above procedure, the Corporation's Executive Vice President of Human Resources or the Director of the Guide Department of the International Union may request, in writing, a meeting of their designated representatives to discuss the problem and take appropriate action.

[See Par. (88),(215)]

(6) The Corporation will not interfere with, restrain or coerce employees because of membership or lawful activity in the Union, nor will it by discrimination in respect to hire, tenure of employment or any term or condition of employment, attempt to discourage membership in the Union.

(6a) It is the policy of Guide Corporation and the UAW that the provisions of this Agreement be applied to all employees covered by this Agreement without discrimination based on age, race, color, sex, religion, national origin, disability or sexual orientation as required by appropriate state and federal law. Any claims of violation of this policy, claims of sexual harassment or of any laws regarding discrimination or harassment on account of disability may be taken up as a grievance.

When a grievance containing a claim of violation of this paragraph is appealed to the Shop Committee the Chairperson of the Shop Committee

may refer the claim to a designated member of the Civil Rights Committee of the Local Union for a factual investigation and report. Neither the Chairperson of the Civil Rights Committee, nor the member of the committee that the Chairperson may designate to investigate such a claim in the Chairperson's place, shall receive pay from the Corporation based solely on any activity arising pursuant to this paragraph.

The grievance and arbitration procedure shall be the exclusive contractual procedure for remedying such discrimination claims.

[See Par. (37)]

[See Doc. 13,14,15,16,52,57]

(7) The Union agrees that neither the Union nor its members will intimidate or coerce employees in respect to their right to work or in respect to Union activity or membership, and further that there shall be no solicitation of employees for Union membership or dues during working time. The Union further agrees that the Corporation shall take disciplinary action for any violations of this provision.

(8) The right to hire; promote; discharge or discipline for cause; and to maintain discipline and efficiency of employees, is the sole responsibility of the Corporation except that Union members shall not be discriminated against as such. In addition, the products to be manufactured, the location of the plants, the schedules of production, the

methods, processes and means of manufacturing are solely and exclusively the responsibility of the Corporation.

REPRESENTATION

(9) The Union shall be represented in each bargaining unit as follows:

In the ratio of not to exceed one district committeeperson for each two hundred and fifty employees covered by this Agreement.

District Committeepersons

(10) Each bargaining unit will be districted by agreement between the local Plant Management and the Shop Committee so that insofar as practicable each district on each shift shall contain approximately two hundred and fifty employees. Each committeeperson shall have a definitely defined district. The members of the Union in each such district shall select a committeeperson who is working in that district to represent the employees in that district. An alternate district committeeperson in each district, whose duties shall be the same as those of the regular district committeeperson for that district while the regular committeeperson is absent from the plant, may be selected by the members of the Union. The total number of employees receiving a regular payroll check for work performed (plus employees who did not receive a regular payroll

check who are on an approved vacation or leave of absence pursuant to Paragraphs 103 and 109 - short term) during a week representative of normal operations, mutually selected by the Plant Management and Shop Committee, will be the number used for redistricting. Plants shall be redistricted not more frequently than at six-month intervals, upon request of either the Plant Management or Shop Committee, when there is a change in the number of employees equal to two hundred and fifty or five percent, whichever is greater. Thereafter, redistricting shall be accomplished within twenty working days of such request.

Shop Committees

(11) The Shop Committees in the plants covered hereby shall be as follows, except in plants up to 5000 employees the Union has the option of selecting plan A or plan B where applicable:

Shop Committee
Consists of

Employment in Plant		Number Districts in Plant	District Committee - persons	Shop Committee - persons at Large	Total Shop Comm. persons
Up to 51		2	2	0	2
51 to 500	Plan A	3	3	0	3
	Plan B	2	2	1	3
500 to 1000	Plan A	5	5	0	5
	Plan B	4	4	1	5
1000 to 1500	Plan A	7	7	0	7
	Plan B	6	6	1	7
1500 to 2500	Plan A	6 to 10	7	0	7
	Plan B	6 to 10	5	2	7
2500 to 3500	Plan A	10 to 14	5	2	7
	Plan B	10 to 14	4	3	7
3500 to 5000	Plan A	14 to 20	4	3	7
	Plan B	14 to 20	3	4	7
5000 to 7000		20 to 28	0	7	7
7001 to 8250		29 to 37	0	8	8
8251 to 10,500		38 to 42	0	9	9
10,501 to 11,750		43 to 47	0	10	10
11,751 to 13,000		48 to 52	0	11	11
13,001 and up		53 & over	0	12	12

(12) In plants in which one or more members of the Shop Committee is elected at large, one of such members shall be the Chairperson of the Shop Committee.

(13) In the event a committeeperson is requested in a district at a time when both the district committeeperson and the alternate are absent from the plant, another committeeperson will be called to handle the complaint.

(14) In the larger plants, by agreement between the Plant Management and Shop Committee, a subcommittee made up of not less than two nor

more than six of the district committee persons in a subdivision of the plant may be formed to meet with the representatives of Management in charge of such plant subdivision. Grievances not settled by them may be referred to the Shop Committee as a whole for appeal to highest local Plant Management.

Meetings of Shop Committees

(15) Each plant shall have a regularly scheduled meeting between representatives of the Local Management and the Shop Committee weekly, unless otherwise agreed between the Local Management and the Shop Committee to extend the time between meetings, at a time to be mutually agreed upon between the Committee and the Local Management. Emergency meetings will be arranged by mutual agreement. Regularly scheduled meetings should not be cancelled or rescheduled except where necessary.

Employment and Job Status of Committeepersons (District and Chairpersons of Shop Committees)

(16) Committeepersons will be employed as full-time Union representatives during their scheduled working hours. They will function for the purpose of adjusting grievances in accordance with the Grievance Procedure and for other legitimate representation functions. Committeepersons will carry out their duties and functions as Union representatives in accordance with the chart set out below:

Purpose	Members of Shop Committee			
	District Committee Persons	Who are also District Committee Persons	Who are not District Committee Persons	Chairpersons of Shop Committees
Handle Grievances as provided in Par. (29) of Grievance Procedure	In their respective districts	In their respective districts	None	None
Handle Appealed Grievances with higher supervision as provided in Par. (30) of Grievance Procedure	According to agreed local practice			
Investigate Grievances Appealed to Shop Committee as provided in Par. (33) of Grievance Procedure	None	In any district	In any district (1)	In any district
Meetings with Management	None	On Meeting Days (4)		
Handle other legitimate representation functions. (2)	In their respective districts	In their respective districts	In their respective zones (3)	In any district or zone

(1) As a general rule, such committeepersons will not be assigned to investigate appealed grievances in zones other than their own.

(2) Other legitimate representation functions are defined as normal in-plant

activities pertaining to the administration of the National Agreement and written local agreements including, but not limited to, participation in joint programs such as health and safety programs, product quality initiatives, skill development activities, etc.; and, provided such activities do not interfere with the work of other employees, supervision or the efficiency of operations.

(3) Or in another zone when designated by the Chairperson if the regular Zone Committeeperson for that Zone is absent from the plant.

(4) Shop Committeepersons attending Management-Shop Committee meetings on shifts other than their regular shift will be paid for time spent in such meetings, with the understanding that their total hours paid for the day in question will not exceed their regularly scheduled shift hours for that day and such changes in shift hours for this purpose will not result in the payment of overtime premium [pursuant to Paragraph (85)(a)]. It is further understood that the above will not result in any increase in representation being furnished as a result of the Zone

Committeepersons not working a full shift on their regular shift.

[See App. 1]

(17) Individuals shall not be eligible to serve as committeepersons unless they are employees and until their names have been placed on the seniority list and they are working in the plant.

[See App. 1]

[See Doc. 2]

(18) It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the Management.

{See Par. (5),(34)}

[See App. 1]

[See Doc. 1,26]

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

Committeepersons acting properly in their official capacity should be free from orders by supervision which, if carried out, would impair the orderly investigation and presentation of grievances.

Actions which tend to impair or weaken the grievance procedure, whenever they occur or in whatever manner or form, are improper.

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

[See Par. (5)]

[See Doc. 2]

(20) Upon entering a department in the fulfillment of their duties, committeepersons shall notify the supervisor of that department of their presence and purpose or give the supervisor a copy of the written complaint if one has not already been provided.

(20a) In the event an employee requests representation prior to being notified of a temporary transfer to another district, the committeeperson for the employee's regular district may respond to the request, providing the districts involved are in reasonable proximity and there is no change of shift.

(21) For the purposes of representation in handling grievances and performing other legitimate representation functions as provided herein, committeepersons will be scheduled to report at the plant as follows:

1. All regular hours up to eight that their district is scheduled to operate, on their respective shifts.

2. Other than regular hours (including overtime, part time or temporary layoffs, shutdown for model change, inventory or plant rearrangement) when ten (10) or more of the people they normally represent are working in their district on their respective shift. Employees on continuous seven-day operations or operations manned by rotating or alternating shifts will not be considered in applying this provision

When district committeepersons who would be scheduled to report during overtime hours, as provided herein, advise Management in advance that they will be absent during such hours, Management will schedule the alternate committeepersons for those districts to report. If committeepersons have been scheduled to report and fail to inform Management that they will not be at work, Management will not be responsible for calling the alternate committeeperson.

[See Doc. 2]

(21a) The shift starting and ending time for committeepersons will be the starting and ending time of the majority of the employees they represent. The provisions of this Representation Section do not require that Committeepersons be called earlier than

their regular starting times because some employees in their districts start work earlier than their starting times or be given overtime when some employees in their districts start and quit later than their regular shift hours.

[See Doc. 2]

(21c) In the event of a reduction in force:

Committeepersons (including Chairpersons of Shop Committees and District Committeepersons) shall be retained regardless of seniority as long as any employees whom they represent are retained at work in their district.

Alternate committeepersons shall, at the point they would be subject to being removed from their respective district, be retained on a job they can do that is operating in their district. If after complying with all of the terms of this Agreement, alternate committeepersons are laid off, they will be the first to be recalled in their regular groups when work starts in those groups on their own jobs or on other jobs in their districts that they can do.

[See Doc. 2]

(22) Committeepersons shall enter and remain in the plant only on their respective shifts unless otherwise agreed to by the Plant Management. They shall be paid at their regular rate for the time spent in the plant on their respective shifts as provided in this Representation Section.

[See App. 1]

[See Doc. 2]

(22a) Committeepersons shall establish a regular rate equal to their regular straight time hourly rate, as of the time they assumed their duties as Committeepersons.

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

When provisions of the Local Seniority Agreement entitle committeepersons to return to their former groups on higher rated jobs, their rates will be adjusted in accordance with such provisions. Also *Committeepersons are eligible for promotion to higher rated jobs in their District provided they are the most senior applicant and they are capable of doing the job.*

[See Doc. 2]

(22b) All Committeepersons shall ring in and out, or otherwise account for their time, in the manner required by the Local Management. Problems regarding the administration of this provision may be referred directly to the Guide Department of the International Union and the Corporation's Industrial Relations Department for resolution.

Job Status - Local Union Officials

(23) The President, one Vice-President, the Local Union Benefit Representative(s), the two union Local Apprentice Committee members and the Local Joint Programs Representatives provided for in Document No. 24 shall, at the point where they would be subject to layoff from the plant in a reduction in force, be retained at work in the plant regardless of their seniority, provided they can do a job that is operating. This will not apply in cases of temporary layoffs for model change, inventory, material shortages, machine breakdowns, etc.

[See Doc. 2, 24]

(24) Committeepersons shall be governed by the local plant rules regarding employees entering and leaving the plant. However, members of the Shop Committee and local Union Presidents may leave the plant on Union business when arrangements are made as far in advance as possible with the Plant Management by the President of the Local Union, Chairperson of the Shop Committee or International Representative. It is understood that Chairpersons will be replaced for absences greater than two full days.

[See Doc. 2, 37]

(24a) Chairpersons of Shop Committees will be permitted to leave the plant and will be paid

their regular rates for up to six (6) hours per day Monday through Friday while they are out of the plant in the performance of legitimate representation functions during straight time hours when they would otherwise be entitled to be in the plant for representation purposes. They shall notify the designated Management representative, if available, when leaving and returning to the plant during working hours.

(25) The names of the committeepersons and alternate committeepersons in each district and the names of the committeepersons constituting the Shop Committee shall be given in writing to the Local Management. No committeepersons shall function as such until the Local Management has been advised of their selection, in writing, by the officers of the Local Union, Chairperson of the Shop Committee, or an International Officer. Any changes in committeepersons shall be reported to the Local Management in writing as far in advance as possible.

(26) International Executive Officers of the Union, or their representatives, duly authorized to represent the International Union at Shop Committee meetings, or the President of the Local Union, will be permitted to attend meetings between the Shop Committee and the Management of any plant. Presidents of Local Unions who work in the plant and are not Shop Committeepersons may attend Shop Committee meetings in that plant and will be paid their regular rates for time spent in such meetings for

the hours they would otherwise have worked in the plant. The Plant Manager, or designated representative, shall not be requested to meet with more than two such representatives, whose names must have been submitted previously to the Corporation and who must be prepared to show proper credentials. Written request will be given to Plant Management at least twenty-four (24) hours before each meeting in all cases covered by this paragraph.

(27) Committeepersons having individual grievances in connection with their own work may ask for a member of the Shop Committee to assist them in adjusting the grievance with their respective supervisors.

[See Doc. 2]

GRIEVANCE PROCEDURE

Step One. Presentation of Grievance to Supervisor

(28) Any employee having a grievance, or one designated member of a group having a grievance, should first take the grievance up with the supervisor who will attempt to adjust it.

[See Par. (224)]

(29) Any employee may request the supervisor to call the committeeperson for that district to handle a specified grievance with the

supervisor. The supervisor will send for the committee person without undue delay and without further discussion of the grievance.

[See Par. (20a)]

[See App. I]

[See Doc. 1, 2-Sec.IV]

(30) If the grievance is not adjusted by the supervisor, it shall be reduced to writing on forms provided by the Corporation, and signed by the employee involved and one copy shall be given to the supervisor. The committee person shall then take the grievance up with higher supervision with or without another committee person, according to the agreed local practice.

[See Par. (77)]

[See App. I]

Step Two. Appeal to Shop Committee

(31) If the case is not adjusted at this step, it may be referred to the Shop Committee (or sub-committee where established).

(32) In plants in which sub-committees are established, cases not adjusted by the sub-committee and the representative of Management may be appealed to the Shop Committee as a whole to be taken up with the highest Local Management.

(33) After a written grievance signed by the employee making the complaint has been appealed to the Shop Committee by a

committeeperson, the Chairperson of the Shop Committee may designate one of its members to make a further investigation of the grievance in order to discuss the grievance properly when it is taken up by the Shop Committee at a meeting with the Management. After a grievance has been discussed at the Shop Committee Meeting and before the submission of Notice of Unadjusted Grievance, the designated Shop Committeeperson may reinvestigate the grievance in the light of any new facts disclosed in the Shop Committee Meeting or appearing in the Shop Committee Minutes.

[See Par. (6a),(79d)]

[Sec App. K,III(C)(12)]

(34) A final decision on appealed grievances will be given by a representative of the highest Local Management within a maximum of fifteen working days from the date of first written filing thereof unless a different time limit is established by local agreement in writing. Any grievance not appealed from a decision at one step of this procedure in the plant to the next step within five working days of such decision, will be considered settled on the basis of the last decision and not subject to further appeal. Within the applicable time limits of this Paragraph a grievance may be withdrawn by mutual agreement without prejudice to either party.

[See Par. (5),(19)]

(35) Written answers will be given by the Management to all written grievances presented by the Shop Committee.

(36) The question of supplying minutes of the Shop Committee meetings with the Management to the Shop Committee and the form of such minutes is a matter to be negotiated with the Management of each plant by the Committee involved. In the interest of expediting orderly procedure, it is desirable for the Chairperson of the Shop Committee to furnish Management with an agenda of the matters, including a listing of grievances the Union desires to discuss at the meeting. The agenda if submitted should be furnished as far in advance of the meeting as possible. Such an agenda would not preclude discussion of other pertinent subjects. The minutes of Shop Committee meetings will be furnished to the Chairperson of the Shop Committee within six (6) calendar days from the date of the meeting.

Such minutes should include:

- (1) Date of meeting.
- (2) Names of those present.
- (3) Statement of each grievance taken up and discussed, also, in summary fashion, of the Union's contention or, at its option, a written contention, in the event of failure to adjust.

(4) Management's written answer on each grievance, with reason for same if answer is adverse.

(5) "Highlights" of the meeting, these including specific questions asked by the Committee on policy matters and any answers to such questions given by Management.

(6) Date of approval, and signatures as agreed upon locally.

The above provisions shall not interfere with any mutually satisfactory local practice now in effect.

Step Three. Appeal to Corporation and International Union

(37) If the grievance is not adjusted at this step and the Shop Committee believes it has grounds for appeal from the Plant Management decision, the Chairperson of the Shop Committee will give the Plant Management a written "Notice of Unadjusted Grievance," on forms supplied by the Corporation, and the Chairperson or designated member of the Shop Committee will then prepare a complete "Statement of Unadjusted Grievance," signed by the Chairperson of the Shop Committee, setting forth all facts and circumstances surrounding the grievance, and where an alleged violation of discrimination is included in the grievance, a statement of the facts and circumstances supporting

such claim. The Plant Manager, or a designated Management representative, will also prepare a complete "Statement of Unadjusted Grievance" and the Management's reason in support of the position taken, signed by the Plant Manager or an authorized Management representative. Three copies of the Union's statement will be exchanged with the Management for three copies of the Management's statement as soon as possible and in any event within five (5) working days of the date of filing the "Notice of Unadjusted Grievance." The exchange of statements shall take place fifteen (15) working days after receipt of the Plant Management's decision, unless this time is extended by mutual agreement in writing, in which event the thirty days for appeal by the Regional Director shall be automatically extended by the same number of days as the amount of extended time for exchanging "Statements of Unadjusted Grievance." Each Shop Committee shall consecutively number each "Statement of Unadjusted Grievance" from one upward for identification purposes.

[See Par. (6a),(77),(79c)]

(38) The Chairperson of the Shop Committee shall then forward copies of the "Statements of Unadjusted Grievance," to the Regional Director of the International Union. The Regional Director will review the case and determine if an appeal shall be made. The Regional Director or a specified representative and the Director of the

Guide Department of the International Union or a specified member of the Director's staff will be granted permission to visit the plant for the purpose of investigating the specific grievance involved in "Statements of Unadjusted Grievance," providing such a grievance is of the nature that observation or investigation will aid in:

[See Par. (43a), (77), (79e)]

[See Doc. 29]

- (1) Arriving at a decision as to whether or not a grievance exists;
- (2) Arriving at a decision as to whether or not such grievance shall be appealed;
- (3) The purpose of its proper presentation in the event of appeal.

Such visits will occur only after the following procedure has been complied with:

(a) The names of the individuals who will be permitted to enter the plant must be submitted in writing to Local Management previous to the date such entry is requested. Such names will be submitted to the Corporation by the Guide Department of the International Union;

(b) The Regional Director shall give notice in writing to Plant Management of the request for entry and will identify the representative designated to make the visit and the specific grievance to be investigated. In the case of

the Director of the Guide Department or a specified member of the Director's staff, notice may be given either verbally or in writing;

(c) Plant Management will acknowledge receipt of the request and set a time during regular working hours which is mutually agreeable for such visit;

(d) A member of the Shop Committee or a district committeeperson may accompany the Union representative during such visit if their presence is requested. Management representatives may accompany the Union representatives during such visit;

(e) Only one such visit on a specified grievance shall be made by the Regional Director, or specified representative, unless otherwise mutually agreed to;

(f) Such visits shall be restricted to the time mutually agreed upon and shall be of reasonable duration and shall be subject to all plant rules and regulations which apply to employees and all regulations that may be in force by the federal government.

It is mutually agreed that the purpose of this provision is solely to facilitate the operation of the grievance procedure, and that the Union Representative shall confine such a visit to its stated purpose. If it is necessary the Union Representative

may interview the employee or employees signing the grievance and employees in the bargaining unit who have information relevant to the case. Such interview shall be a private interview when requested by the Union Representative and a suitable place will be provided.

Any dispute developing out of the application of these provisions may be finally determined by the Arbitrator.

If the Regional Director shall decide to appeal the case, notice shall be given on the form "Notice of Appeal" supplied by the Corporation, sending one copy each to the local Plant Management and the Chairperson of the Shop Committee. Such "Notice of Appeal" will carry the same case number as the "Statement of Unadjusted Grievance." Except as otherwise provided for, any case not appealed within thirty days, or within thirty days plus any agreed upon extension of time for exchanging "Statements of Unadjusted Grievance", after the date the written "Statements of Unadjusted Grievance" are exchanged, or, in any event, within forty-five (45) days of the date of the written decision of local Plant Management to the Shop Committee, shall be finally and automatically closed on the basis of the written decision of the local Plant Management to the Shop Committee and shall not be subject to further appeal. The forty-five (45) day time limit for appeal shall be extended by the same number of days the local parties agree to extend the time limit for the exchange

of "Statements of Unadjusted Grievances." No case shall be reopened unless the Regional Director shall submit new evidence to the Plant Management and it is mutually agreed by them that such case should be reopened. The case shall then date from the date it is reopened.

(39) The case will then be considered by an Appeal Committee consisting of four members as follows: For the Union, the Regional Director or one specified representative of the Regional Director who is permanently assigned to handle all cases arising under this Agreement, in all plants in that region, and the Chairperson or another designated member of the Shop Committee of the plant involved; and two representatives of Local or Divisional Management, one of whom has not previously rendered a decision in the case. No person shall act as a representative of a Regional Director in meetings of the Appeal Committee unless the designated person's name has been given to the Corporation in writing by the International Union. A representative of the International Office of the union and/or a representative of the Industrial Relations Staff of the Corporation may also attend such meetings at any time. Upon the written request of the Chairperson of the Shop Committee and the Regional Director, or specified representative, to the Plant Management, twenty-four (24) hours in advance of the meeting, a member of the Shop Committee (or the district committeeperson, in lieu of such Shop

Committeeperson, who has previously handled such case) will be permitted to participate in the appeal meeting on such case. Whenever the Union requests the presence of a third representative at the appeal hearing, Management may also select a third representative who has previously handled the case, to participate in the appeal meeting on such case.

[See Par. (54)]

(40) Attendance of district committeepersons at Appeal Committee meetings shall be considered as absence from the Plant. Such committeepersons will be paid their regular rate of pay for time spent in such meetings of the Appeal Committee for the hours that they would otherwise have worked in the plant.

(41) Meetings of the Appeal Committee shall be held not more frequently than once each two weeks for each bargaining unit, unless mutually agreed otherwise. In the event no meetings of the Appeal Committee have been held for more than two weeks, meetings will be arranged within seven days after "Notice of Appeal" has been received.

(42) If an adjustment of the case is not reached at this meeting, the Management will furnish a copy of its decision in writing and a copy of the minutes of the meeting, to the Chairperson of the Shop Committee and the Regional Director within five working days after the meeting, unless this period is extended by mutual agreement in writing.

(42a) Special Procedure - Contracting of Work

[See Par. (46)(1)]
[Sec App. F, F1, F2]

Grievances charging a violation of the Corporation's express commitments set forth in Paragraph (183a), (183b), (183c), (183e) and Appendix F-1 shall be handled in the following manner:

(1) When a grievance arises involving the above, it shall be reduced to writing on forms provided by the Corporation, signed by the Chairperson of the Shop Committee or the Shop Committeeperson involved, and referred to the Shop Committee at Step Two of the grievance procedure. The grievance may then be processed in the grievance procedure though Step Four under the terms of the National Agreement, unless the Director of the Guide Department of the International Union elects otherwise as provided in Paragraph (42a)(2) below.

(2) Within thirty (30) days of the date of Notice of Appeal to the Arbitrator, written notice will be given to advise the Corporation's Vice President of Industrial Relations of any case which the Director of the Guide Department of the International Union has elected to refer back to the Appeal Committee. Thereafter, the bargaining procedure provided in Paragraph (117) may then be applicable.

Step Four. Appeal to Impartial Arbitrator

(43) In the event of failure to adjust the case at this point, it may be appealed to the impartial Arbitrator, providing it is the type of case on which the Arbitrator is authorized to rule. Notice of appeal of such cases to the Arbitrator by the Union shall be given by the Regional Director to the Plant Management of the Plant in which the case arose, with copies to the Industrial Relations Department of the Corporation in Pendleton, Indiana and to the International Union Office at Detroit; in cases appealed to the Arbitrator by the Corporation, notice of such appeal will be given by the Corporation to the International Union Office in Detroit. Cases not appealed to the Arbitrator within twenty-one (21) days from the date of a final decision given after review in an Appeal Committee meeting shall be considered settled on the basis of the decisions so given; provided, however, that within the twenty-one (21) day time limit of this paragraph a case may be withdrawn by mutual agreement without prejudice to either party.

[See Par. (55)]

[See Doc. 26]

(43a) After a case has been appealed to the Arbitrator but prior to the Arbitrator hearing of the case, the Director of the Guide Department of the International Union or a specified member of the Director's staff will be granted permission to visit the

plant for the purpose of investigating the specific grievance.

(43a)(1) Once the Union has provided a notice of intent to arbitrate, the parties shall jointly request the American Arbitration Association (AAA) to provide the parties with a list of names of seven (7) arbitrators, each of whom shall be a member of the National Academy of Arbitrators, from which the parties shall attempt to select an arbitrator to hear the dispute. The selection and arbitration process shall be conducted pursuant to the then current rules of labor arbitration of the AAA.

(43b)(1) Any grievance involving a dispute regarding an employee's job assignment which has resulted in a loss of work (except as provided in [a] below), or a refusal of Management to return an employee to work from sick leave of absence by reason of the medical findings of a physician or physicians acting for the Corporation, will be initiated at the Second Step, if such findings are in conflict with the findings of the employee's personal physician with respect to whether the employee is able to do a job to which the employee is entitled, in line with the employee's seniority, or do the disputed job assignment as the case may be. Failing to resolve the question, the parties may refer the employee to a local clinic or physician mutually agreed upon for an impartial medical opinion as to whether the employee is or is not able to do a job to which the employee is

entitled, in line with the employee's seniority, or do the disputed job assignment as the case may be. If Management and the Union are unable to agree on any aspect of the referral to a clinic or physician, the case may be appealed as provided in the grievance procedure. Without adding to or modifying any other provisions of this Agreement or any of its Supplements, where an Impartial Medical Opinion (IMO) Program is in effect in a plant the medical authority(s) approved for such program may be the "local clinic or independent physician" provided for above. The expense of any mutually agreed to physical examination(s) shall be paid one half by the Corporation and one half by the Local Union.

[See Par. (216)]

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

(43b)(2) In the event the Corporation and the International Union are unable to mutually agree at the Third Step, on the referral to a clinic or physician, the case shall be considered as automatically appealed to the Arbitrator and shall be scheduled for Arbitrator Hearing as expeditiously as practicable. Information furnished the Arbitrator shall include all relevant and material medical information

that the parties themselves have jointly considered. When deciding medical questions, the Arbitrator shall seek such competent medical advice, including specialists, as the Arbitrator may deem appropriate. Any examination of the employee by the medical personnel selected by the Arbitrator shall be conducted as close as feasible to the city in which the plant where the grievance arose is located.

(43b)(3) Any decision by a mutually agreed to medical authority at any step of this procedure, or by the Arbitrator, shall be final and binding on the Union, the employee involved and the Corporation. Any retroactive pay due an employee shall be limited to a period commencing with the date of filing of the grievance, or the date the employee became able to do a job to which the employee is entitled, in line with the employee's seniority, whichever is the later. The Arbitrator shall have full discretion to set the amount of back pay, if any, when a dispute exists as to the back pay to which an employee may be entitled for any period during the processing of the grievance when the employee refuses to cooperate with diagnostic medical procedures at other than the employee's own expense.

(44) The impartial Arbitrator shall have only the functions set forth herein and shall serve during the term established by contract for as long as the Arbitrator continues to be acceptable to both parties. The fees and expenses of the Arbitrator will be paid one-half by the Corporation and one-half by

the Union and all other expenses shall be borne by the party incurring them.

(45) All cases shall be presented to the Arbitrator in the form of a written brief prepared by each party, setting forth the facts and its position and the arguments in support thereof. The Arbitrator has discretion to conduct appropriate investigation and may opt to hold a hearing open to the parties and examine the witnesses of each party and each party shall have the right to cross-examine all such witnesses and to make a record of all such proceedings.

[See Par. (43b)(2)]

Powers of the Arbitrator

(46) It shall be the function of the Arbitrator, after due investigation and within a reasonable period of time after submission of the case, to make a decision in all claims of discrimination for Union activity or membership and in all cases of alleged violation of the terms of the following sections of this Agreement, and written local or national supplementary agreements on these same subjects: Recognition; Representation; Grievance Procedure; Seniority; Disciplinary Layoffs and Discharges; Call-In Pay; Working Hours; Leaves of Absence; Union Bulletin Boards; Establishment of New Plants; Strikes, Stoppages and Lockouts; Wages, except Paragraph (97); General Provisions; Apprentices; Skilled Trades, except as provided

hereinafter; Vacation Entitlement; Holiday Pay; Paragraphs (79, 79a, 79b, 79c, 79d, 79e) through (79f), relative procedures on Production Standards; Paragraph (79h); and of any alleged violations of written local or national wage agreements. The Arbitrator shall have no power to add to or subtract from or modify any of the terms of this Agreement or any agreements made supplementary hereto; nor to establish or change any wage; nor to rule on any dispute arising under Paragraphs (78,78b,78c) through (78d), (79g) or (79i) regarding Production Standards; nor to rule on a case handled pursuant to Paragraph (42a)(2) . The Arbitrator shall have no power to rule on any issue or dispute arising under The Waiver Section, Paragraphs (226), (227) or the Pension Plan, Life and Disability Benefits Program, Health Care Program, Profit Sharing Plan, Personal Savings Plan, Legal Services Plan or Supplemental Unemployment Benefit Plan Section, except with respect only to the question of whether a discharged employee should receive a supplemental allowance pursuant to Section 7 of Article II of the Pension Plan (Exhibit A-1). Any case appealed to the Arbitrator on which the Arbitrator has no power to rule shall be referred back to the parties without decision.

[See Par. (220)]

[See App. F-2]

[See Doc. 21]

[See CSA #8]

(46)(1) In making a decision on a case alleging a violation of Paragraphs (183a), (183b),

(183c), (183e), Appendix F-1, or Appendix L, the Arbitrator can only provide a remedy where the Arbitrator finds that (1) a violation of the express commitments set forth in the above paragraphs, Appendix F-1, or Appendix L has been established, (2) the established violation resulted from the exercise of improper judgment by Management, (3) a journeyman, who customarily would perform the work in question has been laid off or was allowed to remain on layoff as a direct and immediate result of work being subcontracted, or (4) in the case of Appendix L, an employee has been laid off or was allowed to remain on layoff as a result of work being outsourced, or not being brought in-house. The Arbitrator's remedy shall be limited to back wages for the affected employees as defined in (3) and (4) of this paragraph, and in the case of Appendix L, the Arbitrator may rule that the affected employees will be recalled and/or placed on regular productive work and the work in dispute or equivalent replacement work be returned to Guide.

(46a) The Arbitrator may, pursuant to written agreement between the parties executed prior to the hearing, be directed to issue a Memorandum Decision in any case that may be presented to the Arbitrator, which Memorandum Decision shall be without precedent value and be limited to the Arbitrator's decision and the remedy, if any, in that specific case.

(47) The Corporation delegates to the Arbitrator full discretion in cases of discipline for violation of shop rules, or discipline for violation of the Strikes, Stoppages and Lock-outs Section of the Agreement.

[See Par. (8)]

(48) Any claims including claims for back wages by an employee covered by this Agreement, or by the Union, against the Corporation shall not be valid for a period prior to the date the grievance was first filed in writing, except that:

[See Par. (77)]

(48)(1) in cases based on a violation which is noncontinuing, such claims shall be valid for a period of not more than seven days prior to the date the grievance was first filed in writing unless the circumstances of the case made it impossible for the employee, or for the Union, as the case may be, to know that the employee, or the Union, had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of thirty days prior to the date the claim was first filed in writing;

(48)(2) in cases based on a violation which is continuing, if the circumstances of the case made it impossible for the employee, or for the Union, as the case may be, to know that the employee, or the Union, had grounds for such a claim prior to that

date, the claim shall be limited retroactively to a period forty-five days prior to the date the claim was first filed in writing.

(49) Deductions from an employee's wages to recover overpayments made in error will not be made unless the employee is notified prior to the end of the month following the month in which the check (or payroll order) in question was delivered to the employee.

[See Par. (202(b)(4)]

(50) All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned from employment with the Corporation during the periods as above defined, and, in the case of protested discipline or loss of seniority, the amount of Supplemental Unemployment Benefits and Unemployment Compensation (provided the denial of this benefit is final) the employee applied for in a timely manner, was otherwise entitled to, but did not receive because of such discipline or loss of seniority, less the following:

(50)(1) Any Unemployment Compensation received for a week which corresponds to a week the employee would have worked for the Corporation which the employee is not obligated to repay or which the employee is obligated to repay but has not repaid nor authorized the Corporation to repay on the employee's behalf;

(50)(2) Compensation for personal services other than the amount of compensation received from any other employment which the employee had when last working for the Corporation and which would have continued had the employee continued to work for the Corporation during the period covered by the claim;

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

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

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

(52) After a case on which the Arbitrator is empowered to rule hereunder has been referred to the Arbitrator, it may not be withdrawn by either party except by mutual consent.

(53) There shall be no appeal from the Arbitrator's decision, which will be final and binding on the Union and its members, the employee or employees involved and the Corporation. The Union will discourage any attempt of its members, and will

not encourage or cooperate with any of its members, in any appeal to any Court or Labor Board from a decision of the Arbitrator.

With respect to the processing, disposition and/or settlement of any grievance initiated under the Grievance Procedure Section of this Agreement, and with respect to any court action claiming or alleging a violation of this Agreement or any local or other agreement amendatory or supplemental hereto, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement, by and between the Corporation and the Union, of any grievance or other matter, shall constitute a full and complete settlement thereof and shall be final and binding upon the Union and its members, the employee or employees involved and the Corporation.

Neither the Corporation, nor the Union, nor any employee or group of employees, may initiate or cause to be initiated or press any court action claiming or alleging a violation of this Agreement or any local or other agreement amendatory or supplemental hereto, where such claim is also the subject matter of a grievance which is then open at any step of this grievance procedure.

No employee or former employee shall have any right under this Agreement in any claim, proceeding, action or otherwise on the basis, or by

reason, of any claim that the Union or any Union officer or representative has acted or failed to act relative to presentation, prosecution or settlement of any grievance or other matter as to which the Union or any Union officer or representative has authority or discretion to act or not to act under the terms of this Agreement.

[See Doc. 29]

(54) Any grievances which the Corporation may have against the Union in any plant, shall be presented by the Plant Management involved to the Shop Committee of that plant. In the event that the matter is not satisfactorily adjusted within two weeks after such presentation, it may be appealed to the third step of the Grievance Procedure upon written notice to the Local Union and the Regional Director of the Union. Thereafter the matter will be considered at the third step of the Procedure. If the matter is not satisfactorily settled at this meeting or within five days thereafter by agreement, the case may be appealed to the Arbitrator by the Corporation upon written notice to the International Union at Detroit and to the Arbitrator.

(55) Any issue involving the interpretation and/or the application of any term of this Agreement may be initiated by either party directly with the other party. Upon failure of the parties to agree with respect to the correct interpretation or application of the Agreement to the

issue, it may then be appealed directly to the Arbitrator.

[See Doc. 44]

SENIORITY

Acquiring Seniority

(56) Employees shall be regarded as temporary employees until their names have been placed on the seniority list. There shall be no responsibility for the reemployment of temporary employees if they are laid off or discharged during this period. However, any claim by a temporary employee rehired pursuant to Paragraph (64)(e), or any claim by any other temporary employee made after 30 days of employment, that their layoff or discharge is not for cause may be taken up as a grievance.

[See Par. (76b), (77)]

[See App. A]

(57) Employees may acquire seniority by working ninety days during a period of six continuous months in which event the employee's seniority will date back ninety days from the date seniority is acquired; provided, however, that employees rehired pursuant to Paragraph (64)(e) may acquire seniority by working thirty days during a period of six continuous months in which event the employee's seniority will date back thirty days from the date seniority is acquired. Employees rehired in

accordance with (64)(e) will acquire seniority on their first day of work if rehired within twenty-four months of the date they lost seniority.

Employees who are placed in permanent jobs at other Guide facilities under the provisions of the Memorandum of Understanding Employee Placement will establish seniority at the secondary plant on the day they start at the secondary plant. Such employees will establish a plant seniority date in accordance with the Application of Corporate Seniority Section of Memorandum of Understanding Employee Placement.

[See Par. (73a), (107), (108)]

(58) When employees acquire seniority, their names will be placed on the seniority lists for their respective occupational groups in the order of their seniority.

[See App. D]

{See App. A}

(59) Seniority shall be by non-interchangeable occupational groups within departments, group of departments or plant-wide, as may be negotiated locally in each plant and reduced to writing. It is mutually recognized by the parties that written local seniority agreements are necessary. All local seniority agreements and modifications or supplements thereto shall be reduced to writing and be subject to the approval of the Corporation and the International Union.

When changes in methods, products or policies would otherwise require the permanent laying off of employees, the seniority of the displaced employees shall become plant-wide and they shall be transferred out of the group in line with their seniority to work they are capable of doing, as comparable to the work they have been doing as may be available, at the rate for the job to which they have been transferred.

[See Par. (68), (69), (220)]

[See App. K,III(C)15]

[See Doc. 34]

[See CSA #9]

Seniority Lists

(60) Up-to-date seniority lists shall be made available to all employees for their inspection within the plant either by posting or some other mutually agreeable method. The method of displaying seniority lists is a matter for local negotiation.

(60a) The seniority lists shall contain each employee's name, occupational group, plant seniority date, and, for employees in skilled trades their date of entry or skilled trades seniority date. This will not require a change in any mutually satisfactory local practice now in effect.

(61) Each three (3) months the Chairperson of the Shop Committee shall be given

two up-to-date copies of the complete seniority list of the plant containing each employee's name, department number, occupational group or classification, plant seniority date, and, if different than the employee's plant seniority date, skilled trades date of entry or skilled trades seniority date. An additional copy of each such list shall be given to the Financial Secretary. This will not require a change in any mutually satisfactory local practice now in effect.

(61a) Following the end of each month the Chairperson of the Shop Committee shall be furnished two copies and the Financial Secretary shall be furnished one copy of the list of names, department number and seniority dates of employees who during the preceding month have:

(a) Been hired, terminated, laid off;

(b) Acquired seniority;

(c) Been granted leaves of absence for military service;

(d) Been granted other types of leaves of absence of more than thirty (30) days' duration;

(e) Returned to work from leaves of absence described in (c) and (d) above.

Local Management will designate on the list those employees who ceased to be subject to the check-off and the reason therefor.

(61b) Each week the Chairperson of the Shop Committee shall be furnished two copies and the Financial Secretary shall be furnished one copy of the list of names and department numbers of the employees who during the preceding week:

- (a)** Became new hires into the bargaining unit (designating those hired pursuant to Appendix A and, by classification, those hired as journeypersons including identification of apprentice graduates).
- (b)** Returned to work from permanent layoff;
- (c)** Transferred;
 - (1)** into the bargaining unit, or
 - (2)** out of the bargaining unit (to supervisory or non-supervisory position);
- (d)** Had their employment terminated while in a temporary employee status, including the date of hire and last day worked of each such employee;

(e) Lost seniority, and the reason therefore (designating those who were hired pursuant to Appendix A);

(f) Became deceased (including retired employees);

(g) Were placed on permanent layoff.

The list shall contain the seniority dates of employees listed under (b), (c) and (g). It shall also include a notation of the seniority date of the employee with the longest seniority who is laid off or the "leveling off" date.

(61c) Each month the Financial Secretary shall be furnished with the names, department numbers and employee I.D. numbers of those employees on the active roll or on layoff, as of the last day of the final payroll period ending in the month, for whom no deductions were made during that dues deduction month and the reason therefor. In the event an employee breaks seniority or transfers out of the bargaining unit during the previous dues deduction month and has an unpaid dues liability, the amount of such liability will be shown on this list. This information should be furnished along with the dues remittance report. The Financial Secretary will be advised of the order in which the names will be

listed and of any future changes in the order of the listing as far in advance as possible.

[See Doc. 8,9]

Transfers

(62) When employees are transferred from one occupational group to another for any reason, there shall be no loss of seniority. However, in cases of transfers not exceeding thirty (30) days employees will retain their seniority in the occupational group from which they were transferred and not in the new occupational group, unless a longer period is specified for any plant or particular occupational group or groups by written local agreement.

[See Par. (72)]

(63) The transferring of employees is solely the responsibility of Management subject to the following sub-paragraphs. The provisions of this paragraph shall be applied without discrimination because of race, religion, color, age, sex, disability, sexual orientation, or national origin, so that equal employment opportunity will be afforded to all employees.

[See Par. (6a) (72)]

[See App. K Alt. A]

[See Doc: 34]

(63)(a) (1) Employees who desire advancement to higher paid classifications within

their department or other established broader scope of selection, may make application to their supervisor or the Personnel Department on forms provided by the Corporation on which they may state their qualifications and experience. Thereafter, as openings occur, selection for the promotion will be from among such applicants and applicants for that classification that have filed pursuant to sub-Paragraph (2) below, who have applied at least 10 calendar days in advance of the opening in question, and where ability, merit and capacity are equal, the applicant with the longest seniority will be given preference.

(63)(a)(2) Employees who desire advancement within the plant to higher paid classifications in another department or to higher paid classifications where the employee is working outside an established scope of selection that is broader than a department may make application to their supervisor or the Personnel Department on forms provided by the Corporation on which they may state their qualifications and experience. Thereafter, as openings occur, such applicants will be considered in the selection process for that promotion provided they have so applied at least 10 calendar days in advance of the opening in question. Each employee may have two (2) such applications on file. An employee who has been transferred and established seniority under this Paragraph (63)(a)(2) will not be eligible to reapply for consideration for another such promotion

until six (6) months have elapsed from the effective date of transfer. An employee who has been offered a transfer and refused the transfer under this Paragraph (63)(a)(2) will have such application for transfer cancelled and thereafter, for a period of six (6) months from the date of such refusal, may be entitled to only one (1) valid application for transfer under these provisions. Such transfer or offer of transfer to employees working outside a scope of selection shall be without prejudice to the establishment or identification of such scope.

Promotions made pursuant to the provisions of this Paragraph (63)(a) in the preceding week will be openly displayed in mutually satisfactory locations in the plant which are frequented by large numbers of affected employees.

If the settlement of a grievance alleging violation of this Paragraph (63)(a) is on the basis that a different employee should have been promoted, that employee will receive the difference in wages earned (exclusive of earnings received for overtime hours which they worked but were not worked by the employee improperly promoted to the higher rated job) and the wages they would have earned had they been promoted.

If an employee is transferred pursuant to the provisions of this Paragraph (63)(a) and the employee is subsequently reduced from the new classification

prior to establishing seniority, the provisions requiring advanced application for an opening in that classification will be waived, provided the employee *refiles for such classification within one (1) week* from the date of being reduced.

[See Doc. 35]

(63)(b) It is the policy of Management to cooperate in every practical way with employees who desire transfers to new positions or vacancies in their department. Accordingly, such employees who make application to their supervisor or the Personnel Department stating their desires, qualifications and experience, will be given preference for openings in their department provided they are capable of doing the job. However, employees who have made application as provided for above and who are capable of doing the job available shall be given preference for the openings in their department over new hires. In case the opening is in an equal or lower rated classification and there is more than one applicant capable of doing the job, the applicant with the longest seniority will be given preference. Any secondary job openings resulting from filling jobs pursuant to this provision may be filled through promotion; or through transfer without regard to seniority standing, or by new hire.

Any claim of personal prejudice or any claim of discrimination for Union activity in connection with transfers may be taken up as a

grievance. Such claims must be supported by written evidence submitted *within 48 hours from the time the grievance is filed.*

Loss of Seniority

(64) Seniority shall be broken for the following reasons:

[See App. A]

(a) If the employee quits.

(64)(b) If the employee is discharged;

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

however, such reinstatement shall not be construed as limiting the application of the Shop Rule regarding absence without reasonable cause in the employee's case;

[See Par. (74)]

(64)(d) If the employee fails to return to work within five-working days after being notified to report for work, and does not give a satisfactory reason. Such notice shall be clear in intent and purpose. A copy of Management's notification of such loss of seniority will be furnished promptly to the Chairperson of the Shop Committee;

{See Par. (74), (188)(a)}

[See App. A(V)]

(64)(e) If the employee is laid off for a continuous period equal to the seniority which the employee had acquired at the time of such layoff period or, in the case of an employee with less than (1) year of seniority, eighteen (18) months or, in the case of an employee with (1) or more years of seniority, (36) months whichever is longer; however, an employee whose seniority is so broken shall, for a period of sixty (60) months beginning with the employee's last scheduled work day prior to being laid off, retain a right to be rehired in accordance with the seniority date the employee had established at that plant as of such last day scheduled. An employee who is rehired, and who reacquires seniority at the same plant, pursuant to Paragraph (57), within sixty (60)

months immediately following the last day worked prior to the layoff during which the employee's seniority was broken by virtue of this Paragraph (64)(e) shall have the new seniority date adjusted by adding an amount equal to the seniority which the employee had acquired at that plant as of such last day worked.

For the purpose of computing the period for breaking seniority only, the first day of that period will be the next otherwise regularly scheduled work day after layoff. In the case where the next otherwise regularly scheduled work day is a Monday holiday as listed in Paragraph (203) that Monday will be considered the first day of that period.

[See Par. (98b), (111)(c), (186)]

[See App. A, K, II(E)]

(64)(f) Retirement as follows:

[See Pension Plan Exhibit A-1]

(1) An employee who retires, or who is retired under the terms of the Pension Plan, shall cease to be an employee and shall have seniority canceled.

(64)(f) (2) An employee who has been retired on a permanent and total disability pension and who thereby has broken seniority in accordance with subsection (1) above, but, who recovers and has pension payments discontinued, shall have seniority reinstated as though the employee had been on a sick

leave of absence during the period of disability retirement, provided however, if the period of disability retirement was for a period longer than the seniority the employee had at the date of retirement, the employee shall, upon the discontinuance of the disability pension, be given seniority equal to the amount of seniority the employee had at the date of such retirement.

(64)(f)(3) If an employee retired for reasons other than total and permanent disability who has lost seniority in accordance with subsection (1) above, is rehired such employee will have the status of a new employee and without seniority, and shall not acquire or accumulate any seniority thereafter, except for the purpose of applying the provisions governing Holiday Pay and Vacation Pay.

[See Par. (98b)]

(64)(g) If the employee is issued a Separation Payment by the Corporation the employee's seniority shall be broken at any and all plants of the Corporation as of the date the application for such Separation Payment was received by the Corporation; provided, however, that if the employee:

(2) received such Separation Payment by reason of total and permanent disability and subsequently recovers and reports for work, the employee's seniority shall be reinstated as though the employee had been on sick leave of absence during

the period of disability, provided further, however, that if the period beginning with the date seniority was broken by reason of the Separation Payment and ending with the date of the employee's return to work was for a period longer than the seniority which the employee had at the date such seniority was broken because of the Separation Payment, the employee shall be given seniority equal to the amount of seniority which the employee had at the date of such seniority break.

(64)(h) An employee whose seniority is broken under any provision and is subsequently reinstated will be reimbursed for any contributions made pursuant to any applicable Supplemental Agreement.

Layoff and Rehiring Procedure

(65) For temporary reductions in production not exceeding four weeks, the work week may be reduced before any employees are laid off, unless otherwise extended by local plant agreement.

[See Par. (66)(d),(177)]

[See App. K]

[See Doc. 4]

(66)(a) For extended periods of reduced production exceeding four weeks the work week will be reduced and/or employees will be laid off to

comply with Paragraph (c) below unless otherwise extended by local plant agreement.

[See Par. (121),(140),(140a),(140b)]

[See App. K]

(66)(b) Both parties agree that it is desirable to give employees high annual earnings. It is recognized and agreed that there are times when production and tooling require overtime and other times when not enough work is available to give all employees with seniority a full week's work. It is mutually recognized that to operate a plant at a schedule which gives employees less than thirty-two (32) hours per week for more than a month is unsatisfactory to both employees and the Corporation *and reductions below this level are only justified by special conditions.*

[See Par. (121),(140),(140a),(140b)]

[See Sub-Exhibit D]

(66)(c) Operation of a plant or any part thereof on a schedule of employment of less than an average of twenty-four (24) hours per week for a period of more than two consecutive weeks or less than an average of thirty-two (32) hours per week for a period of more than four consecutive weeks shall only be by local written agreement with the Shop Committee.

[See Par. (121),(140),(140a),(140b)]

(66)(d) A week in which employees are not scheduled to work shall not be taken into account. In the event a full week of five holidays occurs during

the Christmas holiday period, the hours paid as holiday pay in such a week shall be counted as scheduled hours of work. Hours paid as holiday pay in a week in which work is scheduled shall also be counted as scheduled hours of work.

[See Par. (65),(203c)]

[See Doc. 38]

(67) Employees will be laid off and rehired in accordance with local seniority agreements.

(68) The Management of each plant will, whenever possible, give at least twenty-four (24) hours' notice prior to layoff to the employees affected.

(69) Any employee who has been transferred from a supervisory position to a job classification in the bargaining unit shall be credited with seniority as hereafter established provided:

[See App. K,III(C)15]

[See Doc. 43]

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

(b) The employee's employment with the Corporation has remained unbroken.

The seniority of such employee returning to the bargaining unit will be established as provided below:

1. All seniority established prior to March 1, 1977;
2. All time worked in the bargaining unit subsequent to March 1, 1977;
3. All time worked in a supervisory position subsequent to September 21, 1984 and prior to August 1, 2000;
4. All time worked in a temporary supervisor position that does not exceed 120 days in any calendar year subsequent to August 1, 2000.

Such employee may be placed on a job in accordance with the provisions of the local seniority agreement, beginning with the last previous job the employee held in the bargaining unit; provided however, that if such last previously held job is no longer in existence, the employee may be placed in accordance with local agreement. In no event shall such employee be transferred to a bargaining unit job at a time when the employee has insufficient seniority to be so placed.

(70) Temporary employees will not be called back until all employees with seniority capable of doing the work have been called back; provided, however, that the application of this paragraph may be waived by written agreement between local Management and the Shop Committee with respect to journeypersons with seniority who are on layoff from a skilled trades classification.

General Provisions Regarding Seniority

(71) Extra work in periods of part-time operation, and overtime, should be equalized among the employees in the group engaged in similar work, as far as practicable. Information concerning equalization of hours status will be openly displayed in the department in such a manner that the employees involved may check their standing. This provision shall not interfere with any mutually satisfactory local practice now in effect.

[See Par. (8)]

[See Memo-Overtime]

[See Doc. 2, Sec. VI; 83; 111]

(72) Employees 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 employees may not displace employees with longer seniority, provided, however, that by written agreement between local Management and Shop Committee, such employees may be placed or retained on jobs they can do without regard to seniority rules. Upon request, the name, job classification and seniority date of employees covered by such agreement will be furnished to the Chairperson of the Shop Committee.

[See Par. (59),(62),(63),(108),(195)]

(73) The employment of the following persons shall not be governed by seniority rules students and graduates of technical or professional schools and special employees receiving training as a part of a formal training course.

[See Par. (56),(57),(58),(59)]

(73a) Seniority status of employees who have completed or discontinued cooperative training courses and who are assigned to hourly rated jobs in the bargaining unit for other than training purposes shall be as follows:

(73a)(1) An employee who has completed or discontinued a cooperative training course and who is assigned to an hourly rated job in the bargaining unit for other than training purposes shall have plant seniority established in keeping with Paragraph (57) Time spent in school shall not be considered as time worked in establishing the seniority date.

(74) To protect seniority, employees are responsible for keeping the Plant Management informed of their proper home address. The method of notification of change of address is to be established by the respective Plant Managements for their operations. Forms for this purpose shall be available in designated offices in the plant.

[See Par. (64)(c), (64)(d), (111)(b)]

(74a) Within thirty (30) days following the last day of each calendar February, May, August and November, during the term of this Agreement,

he Corporation shall give to the International Union the names of all employees covered by this Agreement together with their addresses as they then appear on the records of the Corporation. The International Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

(75) Provisions pertaining to shift reference may be negotiated locally. Such agreements and modifications or supplements thereto shall be reduced to writing and be subject to the approval of the Corporation and the International Union. Any such agreements must have sufficient flexibility to give full protection to efficiency of operations under all circumstances and conditions.

[See Par. (8), (220)]

[See App. K]

[See CSA #9]

DISCIPLINARY LAYOFFS AND DISCHARGES

(76) Employees who have been disciplined by a suspension, layoff or discharge will be furnished a brief written statement advising them of their right to representation and describing the misconduct for which they have been suspended, laid off or discharged and, in the case of a layoff or discharge, the extent of the discipline. Thereafter,

they may request the presence of the committeeperson for their district to discuss the case privately with them in a suitable office designated by the Local Management, or other location by mutual agreement, before they are required to leave the plant. The committeeperson will be called promptly upon such request. Whether called or not, the committeeperson will be advised in writing within one working day of 24 hours of the fact of written reprimand, suspension, layoff or discharge and will be given a copy of the statement given to the employee. After a suspension has been converted to layoff or discharge, the committeeperson will be notified in writing of the fact of layoff or discharge. The written statement furnished to the employee pursuant to the first sentence of this paragraph shall not limit Management's rights, including the right to rely on additional or supplemental information not contained in the statement to the employee.

[See App. A]

[See Doc. 25, 27, 28, 50]

(76a) When a suspension, written reprimand, layoff or discharge of an employee is contemplated, the employee, where circumstances permit, will be offered an interview to allow for answering the charges involved in the situation for which such discipline is being considered before being required to leave the plant. Employees who, for the purpose of being interviewed concerning discipline, are called to the plant, or removed from

their work to the supervisor's desk or to an office, or called to an office, will be advised that they may, if they so desire, request the presence of their District Committeeperson to represent them during such interview.

[See Doc. 51]

(76b) Employees will be tendered a copy of any warning, reprimand, suspension or disciplinary layoff entered on their personnel records, within three days of the action taken. In imposing discipline on a current charge, Management will not take into account any prior infractions which occurred more than three years previously. Further, Management will eliminate from an employees record any infraction where there was a lapse of time of greater than 18 months between infractions provided the employee has not been on leave of absence the majority of the time between the infractions. Also Management will not impose discipline on employees for falsification of their employment applications after a period of twelve (12) months from their date of hire.

[See Par. (56)]

[See Doc. 17]

(77) It is important that complaints regarding unjust or discriminatory layoffs or discharges be handled promptly according to the Grievance Procedure.

{See Par. (37), (38), (48), (56)}

PRODUCTION STANDARDS

(78) Production standards shall be established on the basis of fairness and equity consistent with the quality of work, efficiency of operations, and the reasonable working capacities of normal operators. The Local Management of each plant has full authority to settle such matters.

[See Par. (8), (79a, b, c, d, e, f, g, h, i)]

[See Par. (46), (117)]

(78b) Work assignments on conveyor lines will be made in accordance with line speeds and available work space and the expected normal ratio of model mix and optional equipment. When it is necessary to adjust the normal scheduled mix on conveyor lines which results in more or less work being required, compensating adjustments in work assignment, number of employees, spacing of units, line speed or any combination thereof will be made. Arrangements will be made locally to establish procedures which will provide advance knowledge of mix changes that require compensating adjustments so that such adjustments will be made in a timely manner. On conveyor line operations, Management will designate specific off-line operations from which employees will be made available to compensate for such mix changes when one of the compensating adjustments requires an increase in the number of employees and in such case the assignment of employees to the conveyor line operation will be given priority over the off-line operation. Upon

request, Management will advise the Union of the arrangements made.

[See Par. (46),(117)]

(78c) After the time or the requirements for a normal operator to perform an element has been established on a car, body or truck line assembly operation and the element is subsequently changed because of engineering changes, a change in method, machinery, equipment, layout or tools, only the time or the requirements of the elements affected by such change will be adjusted.

[See Par. (46)]

(78d) If a standard is to be established on a new off-line or machine operation and has not been established when the operation is placed in production, the operator will be advised of the reason for not establishing the standard and the expected requirements of the operation.

[See Par. (46)]

(79) When a dispute arises regarding standards established or changed by the Management, the complaint should be taken up with the supervisor. If the dispute is not settled by the supervisor or if the complaint is not taken up by the employee with the supervisor, the committeeperson for that district shall, upon reporting to the supervisor of the department involved, examine the job to determine the merits of the complaint. The employee may then file a grievance. The supervisor or the industrial engineer

will furnish the committeeperson with all of the facts of the case. If there is still a dispute after this examination has been completed, the committeeperson may then re-examine the operations in detail with the supervisor or the industrial engineer. The committeeperson will, upon request, be given in writing the work elements of the job without undue delay. When available, the cycle time or other pertinent data that is relevant to the dispute will be provided in writing upon request; however, it is mutually recognized that it would be impractical to provide this information during periods of production acceleration. If the matter is not adjusted at this stage, it may be further appealed as provided in the procedure below. If the dispute is settled at any stage of this procedure, the parties to the settlement will, upon request of either party, specify in writing what the elements are that constitute the job as settled.

[See Par. (46)]

(79a) After the supervisor has had reasonable time to consider a grievance filed claiming violation of production standards, which shall be not more than two working days, an answer to the grievance shall thereafter be given:

[See Par. (46)]

(a) Within one working day after requested to do so by the committeeperson, or

(b) In any event after ten (10) working days of the date the grievance was filed with the supervisor.

The above time limits may be extended by mutual agreement.

(79b) If the case is not adjusted by the supervisor, it may, within three (3) working days of the supervisor's written answer, be appealed by the Shop Committeeperson, or another member of the Shop Committee, or the Chairperson of the Shop Committee to the next step, as provided below, by giving written notice to the Personnel Department.

[See Par. (46),(79d)]

(79c) Within three (3) working days of receipt of the appeal, the case will be considered at a Special Step of the Grievance Procedure by not more than three representatives of the Union, including the District Committeeperson, the Shop Committeeperson or another member of the Shop Committee, and the Chairperson of the Shop Committee, and not more than three representatives of Management, at least one of whom shall be a member of higher supervision.

In the multi-shift operations, the District Committeeperson or the Shop Committeeperson from the opposite shift(s) may, by mutual agreement, attend the Special Step Meeting when a standards dispute exists on the same operation on more than

one shift. An additional representative of management may also attend the Special Step Meeting in these situations. The schedule for such meetings will be established at a time mutually convenient to the participants.

[See Par. (46)]

(79d) After a case is appealed to the Special Step and prior to the meeting on the case at that step, a member of the Shop Committee who will participate in the Special Step meeting may make a further investigation of the case.

{See Par. (46), (79b)}

(79e) Within five (5) working days of this Special Step meeting, higher supervision will give a written answer. If the case is not settled at this step the Chairperson of the Shop Committee may, within three working days appeal the case by submitting to Management a "Notice of Unadjusted Grievance." Thereafter the case will be handled in accordance with Step Three of the Grievance Procedure Section except that "Statements of Unadjusted Grievance" need not be exchanged and the 30-day time limit for "Notice of Appeal" by the Regional Director shall run from the date of the answer given by Management at the Special Step of the Grievance Procedure. Plant entry may be made after the "Notice of Unadjusted Grievance" has been filed and before the Appeal Meeting.

[See Par. (37),(46)]

(79f) The time limits specified above may be extended by mutual agreement in writing. Any case not appealed from one step of this procedure to the next within the time limits specified shall be considered closed on the basis of the last decision given.

[See Par. (46)]

(79g) After a production standards grievance is filed on a job, the Committeeperson presenting the employee who filed the grievance shall be informed in writing of any change in work content which results in an increase or decrease in work content or which is made in an attempt to adjust the grievance.

[See Par. (46)]

(79h) In the event a standard has not been established on a job, an employee who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace, shall not be disciplined for failure to obtain an expected amount of production on that job.

[See Par. (46)]

(79i) If a production standards grievance is settled in writing and the employee who signed the grievance is subsequently replaced by another employee and if, thereafter, additional work is added to the job without any other change having occurred which affects the job, the District Committeeperson

may initiate a grievance alleging that the additional work constitutes a violation of the settlement.

[See Par. (46)]

[See Doc 29]

CALL-IN PAY

(80) Any employee called to work permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of four hours' pay at the regular hourly rate, except in cases of labor disputes, or other conditions beyond the control of the Local Management.

[See Par. (101)(i)]

[See Doc. 42]

WORKING HOURS

(For the purposes of computing overtime premium pay)

[See Par. (71), (101)(i), (127)(d)(3)]

[See Memo-Overtime]

[See Doc. 41]

(81) For the purpose of computing overtime premium pay, the regular working day is eight hours and the regular working week is for seven hours.

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

[See Par. (87)(1)]

[See App. K, Att.B(12)]

[See CSA #11]

(83) Hourly employees will be compensated as follows:

Eight Time

(84)(a) For the first eight hours worked in continuous twenty-four hour period, beginning at the starting time of the employee's shift.

(84)(b) For the first forty hours worked in employee's working week, less all time for which pay, Saturday, Sunday or holiday overtime has been provided.

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

Time and One-Half

(85)(a) For time worked in excess of eight hours in any continuous twenty-four hours, beginning

with the starting time of the employee's shift, except if such time is worked on a Sunday or holiday when double time will be paid as provided below.

(85)(b) For time worked in excess of forty hours in the employee's working week, less all time for which daily, Saturday, Sunday or holiday overtime has been earned.

(85)(c) For time worked on any shift which starts on Saturday.

Double Time

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

[See Par. (213)]

[See CSA #11]

Exceptions to Above Overtime Payment

(87) Employees working in necessary continuous seven-day operations whose occupations involve work on Saturdays and Sundays shall be paid

e and one-half for work on these days only for
e worked in excess of eight hours per day or in
ess of forty hours in the employee's working
ek, for which overtime has not already been
ned, except as otherwise provided in Paragraph (1)
OW:

[See Par. (206)]

(87)(1) Such employees shall be paid time
d one-half for hours worked on the employee's
th work day in the week.

[See Par. (82)]

(87)(2) Such employees shall be paid
uble time for hours worked on the 7th work day in
e calendar week if the 7th work day results from
ing required to work on their scheduled off day(s)
that calendar week, or for hours worked on a
nday if that Sunday is their second scheduled off
y in that calendar week.

(87)(3) Such employees will be paid double
me and one-half (2.50 times straight time) for the
rst eight (8) hours worked on any shift that starts on
ny of the holidays listed in this agreement; for time
orked on the calendar holiday in excess of the first
ght (8) hours worked on any shift that starts on any
uch holiday; and for time worked on the calendar
oliday in excess of eight (8) hours worked on a shift
hich starts the previous day and runs over into any
uch holiday; provided, however, that if the particular
oliday falls on their regularly scheduled off day(s)

and they receive holiday pay, they will be paid double time instead of double time and one-half for such hours worked. In the case of the employees who work 6 or 7 days during the work week, the first 8 hours worked at double time and one-half or double time, the case may be, on shifts starting on such holiday shall be counted in computing overtime for work in excess of 40 hours in their working week.

(87)(4) Such employees will be paid time and one-quarter (1.25 times straight time) for hours worked on the 7th work day in the calendar week unless such hours are payable at an overtime premium rate under any other provision of the Agreement.

(87)(5) If such employees receive holiday pay for a particular holiday on which they do not work, that holiday will be counted as a day worked for the purpose of computing sixth or seventh day premium under sub-paragraphs (1), (2), and (4) above.

(87)(6) Such employees shall be paid an additional twenty-five cents (25¢) per hour for time worked, which shall be included in computing vacation entitlement pay, Independence Week Shutdown pay, holiday pay, bereavement pay, jury duty pay, short-term military duty pay, overtime and night shift premium.

Premium payments shall not be duplicated for the same hours worked under any of the terms of this Section.

Change in Shift Hours

(88) Any change in the established shift hours or lunch period shall be first discussed with the Shop Committee as far in advance as possible of any such change; however, if the length of an employee's established lunch period is extended on a temporary basis for a given day, the net amount of time by which the lunch period is so extended shall be considered as time worked for that day. Complaints of repeated violations of this paragraph will be handled under the provisions of the National Agreement. For the purposes of this Special Procedure only, prior to being referred from the plant, the problem will be discussed between the Shop Committee, the Regional Servicing Representative, the Plant Manager and the Plant Personnel Director.

Night Shift Premiums

(89) A night shift premium on night shift earnings, including overtime premium pay, will be paid to employees for time worked on shifts scheduled to start in accordance with the following chart:

Schedule Shift Starting Time	Amount of Regular Shift Premium	Amount of Conditional Shift Premium
(1) On or after 11:00 a.m. & before 7:00 p.m.	Five percent	Ten percent for all hours worked after 12 midnight when such employee is scheduled to work more than nine (9) hours and until or beyond 2:00 a.m.
(2) On or after 7:00 p.m. & on or before 4:45 a.m.	Ten percent	
(3) After 4:45 a.m. & before 6:00 a.m.	Ten percent until 7:00 a.m.	
(4) On or after 6:00 a.m. & before 11:00 a.m.	None	Five percent for all hours worked in excess of eight (8) when such employee is scheduled to work twelve (12) or more hours

In applying the above night shift premium provisions, employees shall be paid the premium rate, if any, which attaches to the shift they work on particular day.

[See Par. (87)(6), (101)(i), (205)-(205a)]

Special Three-Shift Operations

(89a) This paragraph is not intended to change any present practice, or preclude the readoption of a prior practice, whereby it is possible to schedule certain operations on a three-shift, eight hours of work per shift basis with special provision for lunch. Where it is not possible or practicable to schedule three-shift operations to establish schedules of hours of work each shift, work shifts will

established on the basis of arrangements for a lunch period not in excess of 20 minutes being provided during the shift period without loss of pay.

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

The above provisions shall not be applicable to any plant located in a state wherein a statute or administrative ruling requires the granting or establishment of lunch or meal periods of more than 30 minutes.

[See CSA #11]

WAGE PAYMENT PLANS

(90) Wage payment plans are a matter of local negotiation between the Plant Managements and the Shop Committees, subject to appeal in accordance with the Grievance Procedure.

[See Par. (46),(97)]

UNION BULLETIN BOARDS

(92) The plants covered by this agreement will erect bulletin boards which may be used by the Union for posting notices bearing the written approval of the President of the Local Union or the Chairperson of the Shop Committee.

The Union will promptly remove from such union bulletin boards, upon the written request of management, any material which is libelous,

scurrilous, or detrimental to the labor-management relationship.

(93) The number, location and size of such bulletin boards in each bargaining unit under this Agreement shall be decided by the local Management and the Shop Committee.

[See Par. (46),(92)]
[See CSA #5]

(94) There shall be no other posting by employees, of pamphlets, advertising or political matter, notices, or any kind of literature upon Corporation property other than as herein provided.

Transfer of Operations Between Plants

(96) When there is a transfer of major operations between plants, the case may be presented to the Corporation and, after investigation, it will be reviewed with the International Union in an effort to negotiate an equitable solution, in accordance with the principles set forth in the previous paragraph. Any transfer of employees resulting from this review shall be on the basis that such employees are transferred with full seniority, except as the parties may otherwise mutually agree.

[See App. A;K.III(C)15]

(96a)(1) An employee whose seniority transferred between Guide plants pursuant

Paragraph (96) of this Agreement will be paid a Relocation Allowance, provided:

[See App. K:II,(N)]

(a) The plant to which the employee is to be relocated is outside the Area Hire Area as defined by the National Parties, and

(b) As a result of such relocation, the employee changes permanent residence, and

(c) Application is made within six (6) months after commencement of employment at the plant to which the employee was relocated in accordance with the procedure established by the Corporation.

(96a)(2) When employees are relocated, they will be given a choice from the following Relocation Packages:

(a) Option 1-Enhanced Relocation:

Employees will receive a Relocation Allowance up to a maximum of \$23,500, of which \$1,500 will be provided as a signing bonus to cover miscellaneous up-front cash expenditures. The balance will be paid as direct reimbursements for actual expenditures incurred within 6 months of the effective date of relocation. Reimbursable expenses include all of the following: real estate commission and closing costs on sale of house, points and closing

costs (title insurance, taxes, interest and miscellaneous lender fees) on purchase of new home and household goods move (full van line or self drive). Costs are reimbursable only if employee utilizes the services of preferred real estate broker and van lines.

In addition, spousal relocation assistance will be provided through preferred real estate brokers and van lines.

After one (1) year of employment employees may receive any remaining balance of the \$17,000 up to a maximum of \$7,000.

Employees who are placed in accordance with Appendix A and accept the Enhanced Relocation Allowance will not be eligible to initiate another Extended Area Hire placement or initiate an Area Hire placement as an active employee for a period of 36 months unless the employee's status changes to laid off or Protected or unless otherwise agreed to by the National Parties.

Employees receiving the Enhanced Relocation Allowance will terminate their seniority at all other Guide locations and, therefore, not be eligible for recall/rehire or Return to Former Community.

(b) Option 2 - Basic Relocation:

Employee will receive Relocation Allowance based on mileage relocated from plant of layoff to plant of hiring based on the following table:

Mileage	Relocation Allowance Amount
50-99	\$2,820
100-299	\$3,107
300-499	\$3,259
500-999	\$3,849
1000+	\$4,425

The employee who accepts the Basic Relocation Option will be eligible to apply for return to former community or an Extended Area Hire application in accordance with the Memorandum of Understanding Employee Placement (Section V - Return to Former Community and Section II - Extended Area Hire) after working at the plant of relocation for a period of six (6) months or upon indefinite layoff from the plant of relocation.

Employees from an idled or closed location or employees from a location not included in an Area Hire Area with no prospect of recall who relocate in excess of 200 miles under the Basic Relocation Option will receive the specified relocation amount and an additional \$1,280.

[See App. A]

(96a)(3) In the event an employee who is eligible to receive Relocation Allowance under these provisions is also eligible to receive a relocation allowance or its equivalent under any present or future Federal or State legislation, the

employee must apply for such legislated relocation allowance prior to receiving any Relocation Allowance excluding the signing bonus provided in Paragraph (96a)(2)(a) above. The amount of Relocation Allowance provided under this Paragraph (96a), when added to the amount of relocation allowance provided by such legislation, shall not exceed the maximum amount of the Relocation Allowance the employee is eligible to receive under the provisions of this paragraph.

(96a)(4) Only one Relocation Allowance will be paid where more than one member of a family living in the same residence are relocated pursuant to Paragraph (96).

(96a)(5) The services of mutually preferred real estate brokers and van lines, at the Corporation's expense, will be made available to eligible employees with regard to assistance in home selling, and home buying, assistance in moving household goods, the application and follow-up of TAA or other similar present or future Federal or State legislation.

[See Par. (96a)(1)]

(96a)(6) Materials designed to assist employees who relocate under the provisions of Paragraph (96) or the Memorandum of Understanding Employee Placement will be updated. Such materials will include information covering topics such as:

- Moving Household Goods
- Community Services
- Contractual Rights and Responsibilities
- New Community Orientation
- New Plant and Product Orientation
- Health and Safety
- Legal Services
- Relocation Allowance
- TAA or other Government Benefits
- Work/Family Program
- Real Estate Services

All materials developed regarding these topics are to be consistent with services available to laid off employees under the provisions of Document No. 60, Dislocated Workers.

National and/or local training funds will be used to support the efforts required to provide the above assistance.

[See App. A]

WAGES

(97) The establishment of wage scales for each operation is a matter for the International Union and the Corporation.

(98) The parties agree that Job Promotions and Wage Rates for upgraded job classifications will be determined by the appropriate

percentage increments for those employees hired on or after March 19, 2000.

For the purpose of applying this provision, an employee will receive one week's credit toward acquiring the maximum base rate of the job classification provided the employee had worked in that given week. Credit will not be given for any week during which for any reason, the employee does not work except for Worker's Compensation and when the Christmas Holidays consists of a full week and the Independence Week Shutdown, provided the employee would otherwise have been scheduled to work. Notwithstanding other provisions of this Agreement, full weeks of time lost for vacation during the Plant Vacation Shutdown, Bereavement Military Duty and Family Medical Leave Act, if the employee would otherwise have been scheduled to work, will be considered as time worked. Each increase shall be effective at the beginning of the first pay period following the completion of the required number of consecutive days or weeks of employment.

(98a) Laid-off seniority employees hired in a job classification other than skilled trades, shall receive a base rate upon re-employment which has the same relative position to the maximum base rate of the job classification they had attained prior to layoff. Such employees shall continue to be covered by the rate progression provisions in effect during their prior employment.

[See Par. (99), (101)(g)]

[See CSA #10]

(98b) New employees rehired on or after the effective date of this Agreement, shall receive a base rate upon re-employment which has the same relative position to the maximum base rate of the job classification they had attained in their prior Guide employment. Such employees shall continue to be covered by the rate progression provisions in effect during their prior Guide employment. Upon such re-employment, the credited rate progression period of the employees' prior period of employment at Guide shall be applied toward their rate progression to the maximum base rate of the job classification.

(99) The foregoing paragraph shall not apply to job classifications covered by the Skilled Trades section of this Agreement.

(100) It is understood that local wage agreements consist of the wage scale by job classifications as were in effect in the local wage agreements as of the effective date of this 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.

(101)(a)(1) Skilled Trades Tool Allowance Bonus. All employees classified as a journeyman will receive a \$450 lump-sum payment

on March 25, 2005, March 24, 2006, March 23, 2007 and March 21, 2008.

(101)(b) Performance Bonus Payments.

The Performance Bonus provided herein recognize that a continuing improvement in the standard of living of employees depend upon technological progress, better tools, methods, processes and equipment, and a cooperative attitude on the part of all parties in such progress. It further recognizes the principle that to produce more with the same amount of human effort is a sound economic and social objective. Accordingly, a Performance Bonus payment will be made to each eligible employee in accordance with the following table:

<u>Eligibility Date</u>	<u>Full Amount</u>	<u>Payable During Week Ending</u>
<u>March 21, 2005</u>	<u>\$1,200</u>	<u>April 18, 2005</u>
<u>March 20, 2006</u>	<u>\$1,200</u>	<u>April 17, 2006</u>
<u>March 19, 2007</u>	<u>\$1,200</u>	<u>April 16, 2007</u>
<u>March 17, 2008</u>	<u>\$1,200</u>	<u>April 14, 2008</u>

An employee shall become eligible for a Performance Bonus payment as herein defined, provided an employee has seniority as of the designated eligibility date set forth above.

An employee's Performance Bonus will be based on the qualified earnings during the fifty-two (52) consecutive pay periods immediately preceding the

pay period in which each designated eligibility date falls. Further, an eligible employee will receive one fifty-secondth (1/52) of the Performance Bonus for each pay period the employee has qualified earnings as defined below.

Qualified Earnings, as used herein, are defined as weeks in which income is received by an eligible employee from Guide during each designated Performance Bonus eligibility year resulting from the following:

Hourly Base Wages

Vacation Entitlement

Holiday Pay

Independence Week Shutdown Pay

Bereavement Pay

Jury Duty Pay

Short Term Military Duty Pay

Back Pay Awards, related to the designated eligibility year.

[See Par. (101)(b)(1-2)]

[See CSA #20]

(101)(b)(1) An employee who retires during the Performance Bonus eligibility year provided in (101)(b) and who, but for such retirement, would have had seniority as of the designated eligibility date, shall qualify for the Performance Bonus as defined in (101)(b).

(101)(b)(2) In the case of employees who die during the Performance Bonus eligibility year, a Performance Bonus shall become payable as if they were seniority employees on the designated eligibility date and calculated based on their Qualified Earnings during the eligibility year as defined in (101)(b) above. Such Performance Bonus shall be paid to their duly appointed legal representatives, if one has been appointed, and, if not, to the spouses, parents, children, or other relatives or dependents of such persons as the Corporation in its discretion may determine.

(101)(d) Cost of Living Allowance. Each employee covered by this Agreement shall receive a Cost of Living Allowance in accordance with the provisions of Paragraphs (101)(g) and (101)(h).

It is agreed that only the Cost of Living Allowance will be subject to reduction so that, if a sufficient decline in the cost of living occurs, employees will immediately enjoy a better standard of living.

[See Par. (101)(c)]

[See Doc. 44]

(101)(e) The Cost of Living Allowance provided for in Paragraph (101)(d) shall be added to each employee's hourly wage rate and will be adjusted up or down as provided in Paragraphs (101)(g) and (101)(h).

(101)(f) The Cost of Living Allowance will be determined in accordance with changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (current series), (CPI-W) (for all items, less medical care, not seasonally adjusted) (United States City Average) published by the Bureau of Labor Statistics (1982-1984 =100).

[See Doc. 44]

(101)(g) Effective with the date of this Agreement \$1.77 shall be deducted from the \$2.16 Cost of Living Allowance in effect immediately prior to that date and \$1.77 shall be added to the base wage rates (minimum, intermediary and maximum) for each classification in effect on that date, for pay calculation purposes. Thereafter, during the period of this Agreement, adjustments in the Cost of Living Allowance shall be made at the following times:

**Effective Date
of Adjustment:**

**Based Upon Three-
Month Average of
the Consumer
Price Index For:**

June 7, 2004.

February, March, and
April 2004

First pay period.
Beginning on or after:
September 1, 2004 and
at three-calendar
month intervals
thereafter to
December 1, 2008

May, June, July 2004
and at three-calendar
month intervals
thereafter to August,
September,
October 2008

In determining the three-month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.01 Index Point.

In no event will a decline in the three-month average Consumer Price Index below 174.69 provide the basis for a reduction in the wage scale by job classification.

[See Par. (101)(d), (101)(e), (101)(h)]

[See Par. (101)(j), (101)(k)]

[See CSA #10]

(101)(h) The amount of the Cost of Living Allowance shall be thirty-nine cents (\$0.39) per hour effective with the effective date of this Agreement

and ending June 6, 2004. Effective June 7, 2004 and for any period thereafter as provided in Paragraphs (101)(d) and (101)(g), the Cost of Living Allowance shall be in accordance with the following table:

<u>Three-Month Average Consumer Price Index</u>	<u>Cost of Living Allowance</u>
174.69 or less	34¢ per hour
174.70 – 174.77	35¢ per hour
174.78 – 174.85	36¢ per hour
174.86 – 174.93	37¢ per hour
174.94 – 174.02	38¢ per hour
175.03 – 175.10	39¢ per hour
175.11 – 175.18	40¢ per hour
175.19 – 175.26	41¢ per hour
175.27 – 175.34	42¢ per hour
175.35 – 175.42	43¢ per hour
175.43 – 175.51	44¢ per hour
175.52 – 175.59	45¢ per hour
175.60 – 175.67	46¢ per hour
175.68 – 175.75	47¢ per hour
175.76 – 175.83	48¢ per hour
175.84 – 175.91	49¢ per hour

And so forth in accordance with the Letter of Understanding signed by the parties.

For each adjustment during the nineteen three-month periods beginning June 7, 2004, and ending December 1, 2008, in which an increase in the Cost of Living Allowance shall be required according to the above table, the amount of the increase so required shall be reduced by three cents (\$0.03), or by the amount of the increase, whichever is less.

Following the adjustment for the three-month period beginning December 1, 2008, the sum reduced during the nineteen periods shall be subtracted from the Cost of Living Allowance table, and the table shall be adjusted so that the actual three-month average Consumer Price Index equates to the allowance payable during the period beginning December 1, 2008.

[See Par. (101)(e)]

[See Doc. 44]

(101)(i) The amount of any Cost of Living Allowance in effect at the time shall be included in computing overtime premium, night shift premium, vacation payments, Independence Week Shutdown pay, holiday payments, call-in pay, bereavement pay, jury duty pay, and short-term military duty pay.

(101)(j) In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Index on or before the beginning of one of the pay periods referred to in Paragraph (101)(g) any adjustments in the Cost of Living Allowance required by such appropriate Index shall be effective at the

beginning of the first pay period after receipt of the Index.

(101)(k) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures used in the calculation of the Consumer Price Index for any month or months specified in Paragraph (101)(g).

(101)(l) The parties to this Agreement agree that the continuance of the Cost of Living Allowance is dependent upon the availability of the monthly Consumer Price Index published by the Bureau of Labor Statistics in its present form and calculated on the same basis as the current Index unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the Consumer Price Index, the parties agree to request such agency to make available, for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the Index was prior to such change.

[See Par. (101)(f)]

New Jobs

(102) When new jobs are placed in production and cannot be properly placed in existing classifications by mutual agreement, Management will set up a new classification and a rate covering the job in question, and will designate it as temporary. A

copy of the temporary rate and classification name will be furnished to the Shop Committee.

[See Par. (8), (100)]

[See App. I]

(102a) As soon as possible after machinery and other equipment have been installed, and in any event, within 30 calendar days after a production employee has been placed on the job, the Shop Committee and Management shall negotiate the rate and classification subject to the approval of the International UAW and the Corporation. When approval is received, such classification and rate shall become a part of the local wage agreement, and the negotiated rate, if higher than the temporary rate shall be applied retroactively to the date the production employees started on the job, except as otherwise mutually agreed.

LEAVES OF ABSENCE

Informal Leaves of Absence

(103) A leave of absence may be granted for personal reasons for a period not to exceed thirty days, upon application of employees to and approval by their respective supervisors. Such leaves of absence shall not be renewed and seniority will accumulate during the leave.

[See Par. (111)]

Formal Leave of Absence for Personal Reasons

(104) Employees requesting formal leave of absence shall first make application in writing to Personnel Department on the form provided. Such leave of absence will be granted to employees for not more than ninety days on approval of the Local Management when the services of the employees are not immediately required and there are employees available in the plant capable of doing their work. A formal leave of absence may be granted under the foregoing conditions for not more than 150 days provided that employees do not work in any occupation for their own gain during such leave of absence unless mutually agreed by the Company and the Union. A formal leave of absence may be granted under the foregoing conditions for a period exceeding 90 days but not to exceed 180 days if required for the purpose of traveling to a foreign country.

{See Par. (111)}

(105) Such leaves of absence may be extended but the approval of the Manager of the plant, or designated representative, is required in such cases. Seniority will accumulate during the period of formal leave of absence. Such formal leaves of absence will not be granted to employees who are laid off, and will not be extended for employees who would have been laid off had they been working during their leave.

{See Par. (105a), (111)}

(105a) A formal leave of absence may be granted to employees for service in the Peace Corps and, if circumstances require, the duration of original leave may be for a period up to thirty months.

[See Par. (111)]

[See App. C]

Sick Leave of Absence

(106) Employees who are known to be supported by satisfactory evidence, will be granted sick leave automatically for the period of continuous disability. Except as otherwise provided in Paragraph (111)(c), seniority of such employees shall accumulate during sick leave and shall be broken from the date the sick leave started, on the same basis as provided in Paragraph (64e) for laid off employees breaking seniority. Not later than thirty (30) calendar days prior to such loss of seniority, Management will send a letter to each affected employee's last known address as shown on the Company records reminding them of the fact that their seniority is subject to being broken as provided above. A copy of such letter will be furnished promptly to the Chairperson of the Shop Committee. However, failure through oversight to send this letter to such employees or furnish a copy to the Chairperson of the Shop Committee will not be the basis for any claim.

[See Par. (108), (111)]

[See App. B]

(107) Temporary employees without seniority shall not receive credit for time off sick leave toward the ninety (90) days of employment required to acquire seniority, except as provided in Paragraph (108) and Appendix D, and in no case shall a temporary employee's name be placed on the seniority list while away from work on sick leave.

[See Par. (57)]

(108) An employee who has sustained a legal compensable injury or disease and has accrued three (3) or more years of seniority at the commencement of such injury or disease shall be automatically granted a compensable leave for the full period the employee is not working due to the compensable injury and is receiving Worker's Compensation Benefits under a State or Federal Worker's Compensation Law. The employee will continue to accrue seniority for the full period of such leave.

An employee who has sustained a legal compensable injury or disease with less than three (3) years of seniority at the commencement of such injury or disease shall be granted a compensable leave for the full period the employee is not working due to the compensable injury and is receiving Worker's Compensation Benefits under a State or Federal Worker's Compensation Law. The employee will continue to accrue seniority for the full period of temporary disability. In the event that such disability

of an employee with less than three (3) years seniority is determined to be permanent by appropriate State or Federal authority, Corporation shall have the right to convert the status of such employee to a Paragraph (106) Leave as of the date of such determination. In the event of such conversion, Management will send written notification of the employee's change in status to the affected employee's last known address as shown on the company records. A copy of such letter will be furnished promptly to the Chairperson of the Shareholders Committee. However, failure through oversight to send this letter to such employees will not be a bar to any claim.

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

[See Par. (57), (72), (106), (107), (111)]

[See Par. (195)]

[See App. B, D]

Leave of Absence for Union Activity

(109) Employees elected to a permanent office in, or as a delegate to, any labor activity necessitating a leave of absence, shall be granted such leave for a minimum of the first half or the second half of their shift and not to exceed one year at the end of the term in the first instance, or the end of the mission in the second instance,

guaranteed reemployment if there is sufficient work for which they are in line at the then current rate of pay. Written notice for such leaves, giving the length of leave, shall be given the local Plant Management as far in advance as possible but in no event later than the day prior to the day such leave is to become effective. Seniority will accumulate during the period of such leaves.

[See Par. (111)]

(109a) Leaves of absence may be granted to employees for other Union activities and seniority shall accumulate during such leaves. Such leaves will be granted only when requests are made in writing to the Industrial Relations Department of the Corporation in Pendleton, Indiana by the Director of the Guide Department of the International Union or the head of the department of the International Union at Detroit which handles matters under this Agreement.

[See Par. (111)]

Leave of Absence for Public Office

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

[See Par. (110b), (111)]

(110a) Employees with seniority who are appointed to a position as administrative assistant in a Congressional or Senatorial office, or to an administrative position in a State Agency, or as a Labor Representative on a Community Agency, or to a non-civil service governmental position which is not generally available to an applicant for employment, or as a full time officer in a credit union, may make written application for a leave of absence for the period of their active service in such position, not to exceed one year. Such leave may be renewed at the option of Local Management upon written application by such employee.

[See Par. (110b),(111)]

(110b) Employees granted a leave of absence under Paragraph (110) or (110a), shall be guaranteed reemployment, at the then current rate of pay, if there is sufficient work available which they are capable of doing and to which they may be entitled on the basis of seniority. Seniority will accumulate during the period of such leaves.

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

[See Par. (112a),(113)]

(111)(a) Employees on leave may return to work in line with their seniority before the expiration

of their leave providing not less than seven (7) days' notice is given to Management. The return within the seven day period is at the option of Management. Employees who fail to return to work in accordance with the notice as given shall be considered as having voluntarily quit unless they have a satisfactory reason.

[See Par. (106)]

(111)(b) Employees who fail to report for work within three working days after the date of expiration of the leave, shall be considered as having voluntarily quit unless they have a satisfactory reason; provided, however, that in the case of failure to report for work within three working days after the expiration of leaves of absence granted under Paragraphs (104), (105), (109), (109a), (110), (110a) and (113), and in the case of leaves of absence granted under Paragraph (106) where management has refused to grant a requested-renewal of the leave, Management will send clear written notification to such employees' last known address as shown on the Company records, that their seniority has been broken and that it can be reinstated, if, within three specified working days after delivery or attempted delivery of such notice, they report for work or properly notify Management of their absence. A copy of such Management notification will be furnished promptly to the Chairperson of the Shop Committee. If such employees comply with the conditions set forth in the notification, their seniority will be reinstated if it has

not otherwise been broken; however, such reinstatement shall not be construed as limiting the application to their cases of the Shop Rule regarding absence without reasonable cause.

[See Par. (74), (103), (112a)]

(111)(c) If upon the expiration of a leave of absence there is no work available for employees in line with their seniority, or if they would otherwise have been subject to layoff according to seniority during the period of the leave, the period which breaks seniority shall start from the date of expiration of the leave, or in the case of a leave of absence under Paragraph (106), Paragraph (113), or Paragraph (113a), the period which breaks seniority shall start from the date such employee would otherwise have been laid off.

[See Par. (64)(c), (113)]

Leave of Absence for Military Service

(112) Employees who enter either active or inactive training duty or service in the Armed Forces of the United States will be given a leave of absence subject to the conditions herein. Upon *submission of satisfactory proof of pending induction* for active service, such employees may arrange for the leave to begin up to thirty days prior to the induction date. The leave shall not exceed the term of the initial enlistment and one (1) consecutive re-enlistment. In no event will the period of such leave exceed a total of eight (8) years, except when

additional service is involuntary. Seniority will accumulate during the period of such leave. Upon termination of such leave, employees shall be offered re-employment in their previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event they will be offered such employment in line with their seniority as may be available which they are capable of doing at the current rate of pay for such work, provided they meet the following requirements:

[See Par. (194)]

(1) Have not been dishonorably discharged.

(2) Are physically able to do the work.

(3) Report for work within ninety days of the date of such discharge, or ninety days after hospitalization continuing after discharge.

The seniority of any employee who fails to report for work within the specified times shall be automatically broken, unless the employee gives a satisfactory reason for such failure to report.

As used in this paragraph, "Armed Forces of the United States" is defined as and limited to the United States Army, Air Force, Navy, Marine Corps, Coast Guard, National Guard, Air National Guard or any reserve component thereof.

(112a) Employees with seniority who are spouses of employees who enter active duty service in the Armed Forces of the United States and who obtain a leave of absence, may make written application to the Personnel Department for a leave of absence for the period of the spouse's initial enlistment but in no event to exceed four (4) years. Such leaves may be granted by Local Management. Seniority will accumulate during the period of such leaves.

[See Par. (218a)]

Educational Leave of Absence

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

One continuous leave of absence for such education will be granted to eligible employees for a period not to exceed twelve months. Additional leaves of absence may be granted, at the option of Local Management. Except as otherwise provided above, seniority shall accumulate during such leaves of absence.

[See Doc. 18]

Leaves of Absence - Apprentice Training

(113a) Employees with seniority selected for apprentice training at a Guide Corporation plant other than the plant in which they are currently working may make application for a leave of absence for the time they are in apprentice training. Seniority shall accumulate at the plant granting the leave except as otherwise provided in Paragraph (111)(c) during the time they are in the apprentice training program and shall be broken at that plant upon placement as a journeyperson in the plant where they have completed their apprentice training program.

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

STRIKES, STOPPAGES AND LOCKOUTS

(115) It is the intent of the parties to this Agreement that the procedures herein shall serve as a means for peaceable settlement of all disputes that may arise between them.

[See Introduction]

[See Par. (5), (19)]

(116) During the life of this Agreement, the Corporation will not lock out any employees until all of the bargaining procedure as outlined in this

Agreement has been exhausted and in no case on which the Arbitrator shall have ruled, and in no other case on which the Arbitrator is not empowered to rule until after negotiations have continued for at least five days at the third step of the Grievance Procedure. In case a lockout shall occur the Union has the option of cancelling the Agreement at any time between the tenth day after the lockout occurs and the date of its settlement.

(117) During the life of this Agreement, the Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in or slow-down, in any plant of the Corporation, or any curtailment of work or restriction of production or interference with production of the Corporation. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Corporation's operations or picket any of the Corporation's plants or premises until all the bargaining procedure as outlined in this Agreement has been exhausted, and in no case on which the Arbitrator shall have ruled, and in no other case on which the Arbitrator is not empowered to rule until after negotiations have continued for at least five days at the third step of the Grievance Procedure and not even then unless authorized by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and written notice of such intention to authorize has been

delivered to the Industrial Relations Department of the Corporation at least five (5) working days prior to such authorization. The Union will not cause or permit its members to cause or will any member of the Union take part in any strike or stoppage of any of the Corporation's operations or picket any of the Corporation's plants or premises because of any dispute or issue arising out of or based upon the provisions of the Pension Plan, Life and Disability Benefits Program, Health Care Program, Supplemental Unemployment Benefit Plan, Profit Sharing Plan, Personal Savings Plan or Legal Services Plan; nor will the Union authorize such a strike, stoppage, or picketing. In case a strike or stoppage of production shall occur, the Corporation has the option of canceling the Agreement at any time between the tenth day after the strike occurs and the day of its settlement. The Corporation reserves the right to discipline any employee taking part in any violation of this Section of this Agreement.

[See Par. (46),(78a),(78b)]

[See App. F2]

[See CSA #12]

(118) The Union has requested this National Agreement in place of independent agreements for each bargaining unit covered hereby. Accordingly an authorized strike in one bargaining unit under this Agreement which results in an interruption of the flow of material or services to operations in any other bargaining unit under this

Agreement will be considered an authorized strike in any such affected bargaining unit.

[See Sub-Exhibit D]

SKILLED TRADES

Skilled Trades Vacancies

[See App. I]

(152) Management will study its future skilled trades needs, and at least once each six months will post on the bulletin board a list of jobs, if any, for which a shortage of journeyperson is anticipated. Where qualified journeypersons are not available either through new hires, from journeypersons currently working on other than skilled trades classifications who have submitted appropriate documents to Management, or from graduated apprentices, employees working on other than skilled trades classifications will be permitted to file application for vacancies in skilled trades classifications listing their qualifications for such jobs. However, subject to rules and conditions established by written local agreement employees working in skilled trades classifications may be permitted to file application for vacancies in other skilled trades classifications listing their qualifications for such jobs.

(178) The term "journeyperson" when used in this Agreement means an employee who: (1) has satisfactorily completed a bonafide apprentice training course with similar standards to the Guide Corporation-UAW Apprentice Training Program; or (2) one who has properly carried such journeyperson status in any General Motors plant under the terms of previous agreements between the parties; or (3) one, newly hired, who meets one of the above alternative requirements or can prove work experience in the trade at least equivalent to that on-the-job experience required for reclassification. Copies of any documents presented pursuant to this provision will be furnished to the Chairperson of the Shop Committee upon request.

[See Par. (152)]

(178a) Journeypersons in an apprenticeable classification will be considered to be journeypersons classified in the classification(s) for which they are qualified and which is (are) related to that apprenticeable classification.

Model Change or Major Plant Rearrangement

(179) During model change or major plant rearrangement employees may be temporarily transferred to classifications to assist in such work and paid in accordance with the local wage agreement. The duration of such temporary transfers is limited to the temporary period of such model changes or major plant rearrangements. Seniority of

such employees shall remain and accumulate in the seniority group in which it is established at the time of the temporary transfer. It is understood, therefore, that no employee will be credited with any seniority in such classifications for the purpose of being retained in the classification.

[See App. I]

Lines of Demarcation

[See App. I]

(182)(a) The Chairperson of the Shop Committee may request the Labor Relations Supervisor to arrange a special conference to hear the skilled trades representative's views concerning problems in connection with work assignments of employees in skilled trades classifications and to discuss the matter. Such special conference will be attended by two committeepersons representing employees in skilled trades classifications, the Chairperson of the Shop Committee, a representative of the section of the Management organization in charge of the skilled trades activity involved, a representative of labor relations and another representative of the Management organization. The Regional Director of the International Union or a designated representative, upon request to the Corporation's Industrial Relations Department may attend the conference.

(182)(b) If the matter involves the appropriateness of the work assignment of employees in skilled trades classifications and is resolved, the settlement will be reduced to writing within seven (7) calendar days from the date of the settlement unless otherwise agreed to by the parties. If the matter is not resolved, the Local Union may reduce the matter to writing in a statement setting forth all the facts and circumstances surrounding the case and the position taken by the Union. The statement will be presented to Local Management, within (10) working days of the special conference. Within five working days thereafter, Local Management will prepare and give to the Union a complete statement of the facts of the case and the reasons for the position taken. The Union may within 30 days of such delivery forward the Union's statement and the Management's statement to the Director of the Guide Department of the International Union.

(182)(c) If in its judgment the matter warrants appeal, the International Union may within 30 days of receipt of the statements, appeal the matter to the Guide Corporation-UAW Skilled Trades and Apprentice Committee by written notice to the Vice President of Industrial Relations of the Corporation.

(182)(d) The Guide Corporation-UAW Skilled Trades and Apprentice Committee shall attempt to resolve the matter. If they are unable to resolve the case within three months of the date of

appeal to it or any mutual extension of said period the case may be withdrawn without prejudice by the union members or may be appealed to arbitration for final and binding decision. Upon the submission of case to the Arbitrator, the parties will make an effort to provide the Arbitrator with a jointly agreed upon set of specific criteria to guide the Arbitrator's decision in each case.

(183)(a) Employees of an outside contractor will not be utilized in a plant covered by this Agreement to replace seniority employees on production assembly or manufacturing work, or fabrication of tools, dies, jigs and fixtures, normally and historically performed by them, when performance of such work involves the use of Guide-owned machines, tools, or equipment maintained by Guide employees.

[See Par. (46)(1)]

[See App. F]

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

[See Par. (46)(1), (183)(d)]

(183)(c) It is the policy of the Corporation to fully utilize its seniority employees in maintenance skilled trades classifications in the performance of

maintenance and construction work, as set forth in its letter, dated December 14, 1967 (Appendix F), to the Union on this subject.

[See Par. (46)(1)]

[See App. F1]

(183)(d) In all cases, except where time and circumstances prevent it, Local Management will hold advance discussion with and provide advance written notice to the Chairperson of the Shop Committee and the Shop Committeeperson or Shop Committeepersons whose districts include the maintenance activities, prior to letting a contract for the performance of maintenance and construction work. In this discussion Local Management is expected to review its plans or prospects for letting a particular contract. The written notice will describe the nature, scope and approximate dates of the work to be performed and the reasons (equipment, available human resources, etc.) why Management is contemplating contracting out the work. Further, this written notice will include the type and duration of warranty work.

At such times Local Management representatives are expected to afford the Local Union representatives an opportunity to comment on the Management's plans and to give appropriate weight to those comments in the light of all attendant circumstances. When journeyperson diemaking or toolmaking employees are on layoff or become laid

off as a result of the plant's subcontracting work normally performed by them, Local Management will, except where time and circumstances prevent it, hold such advance discussions of contracts for the performance of major die construction work or major tooling construction programs of the type normally performed by such employees. A competitive analysis procedure will be utilized by the parties during the advance discussion meeting to ensure all pertinent variables are considered and all relevant data is presented in a timely fashion.

[See Par. (183)(b)]

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

[See Par. (46)(1)]

VACATION ENTITLEMENT

(184) The vacation entitlement provisions of this Section shall apply during the remainder of the term of this Agreement.

(185) The eligibility date for vacation entitlement for all seniority employees is December 31.

(186) Each "eligibility year" shall begin with the first pay period following the pay period containing December 31 of the previous year and end with the pay period in which December 31 falls.

(187) Employees shall become eligible for vacation entitlement as hereinafter defined, provided they have at least one year's seniority as of December 31 of the eligibility year and have worked during at least 13 pay periods during the eligibility year.

Without modifying or adding to any other provision of the Vacation Entitlement Section, an employee who has seniority but has not acquired one year's seniority as of December 31 shall nevertheless become eligible for a percentage of 40 hours of vacation entitlement pursuant to Paragraphs (192) and (193b).

(188) In determining the number of pay periods an employee shall have worked in the eligibility year, the employee shall be credited with one pay period for each pay period in which the employee performs work in Guide Corporation plant during that year.

(189) For the purpose of this Vacation Entitlement Section only, a pay period during which an employee qualifies for pay pursuant to Paragraph (194), Paragraphs (203) through (213a) for holidays falling within the Christmas Holiday Period, Paragraph (218), Paragraph (218a), Paragraph (218b), or the Independence Week Shutdown shall be counted as a pay period worked. A laid off employee who receives pay for a designated holiday shall receive credit for the pay period in which the holiday falls as a pay period worked.

(191) An eligible employee who has worked at least 26 pay periods in the eligibility year shall be entitled to the following vacation entitlement:

For an Eligible Employee With Seniority of	Hours of Vacation Entitlement
Less than one year	40
One but less than three years	80
Three but less than five years	100
Five but less than 10 years	120
Ten but less than fifteen years	140
Fifteen but less than twenty years	160
Twenty or more years	200

(192) An eligible employee shall be entitled to a percentage of vacation entitlement shown in Paragraph (191) based on the number of pay periods the employee works in the eligibility year, in accordance with the following:

Pay Periods Worked	Percentage of Hours of Vacation Entitlement
26	100%
25	96
24	92
23	88
22	84
21	80
20	76
19	73
18	69
17	65
16	61
15	57
14	53
13	50

(193) An eligible employee who, at the time of the eligibility date, has not used the entire vacation entitlement shall receive a payment in lieu of

vacation time off for the unused portion at the rate established below.

(193a) Vacation time off payments will be calculated on the basis of the employee's regular rate of pay, plus attached night shift premium, not including overtime, as of the employee's last day worked prior to the approved vacation time off period for vacation with pay. Payment of the unused portion, if any, of Vacation Entitlement will be calculated on the basis of the employee's rate of pay plus the attached night shift premium but not including overtime premium, as of the last day worked prior to the eligibility date or the last day worked prior to December 15, whichever produces the higher rate.

(193b) Payment of the unused portion, if any, of the employee's vacation entitlement, shall be made as soon as possible but not later than February 1 of the following year.

(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 four (4) 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.

(195) Employees who retire or are retired under the provisions of the Guide Corporation Hourly-Rate Employees Pension Plan shall receive

prorated vacation entitlement up to the vacation entitlement to which the employee's seniority would have entitled them on December 31 of the current year as follows:

- in accordance with Paragraph (192) provided the employee has worked at least 13 pay periods in the eligibility year in which they retire or
- one twenty-sixth ($1/26$) of the vacation entitlement provided for in Paragraph (191) for each pay period worked within the eligibility year if they have worked less than 13 pay periods in the eligibility year in which they retire.

(196) Employees who are placed on or return from a Leave of Absence for Military Service pursuant to the provisions of Paragraph (112), shall receive vacation entitlement in accordance with Paragraph (192) if the employee has worked at least 13 pay periods in the eligibility year in which they are placed on or return from a Leave of Absence for Military Service, or one twenty-sixth ($1/26$) of the vacation entitlement provided for in Paragraph (191) for each pay period worked within the eligibility year if they have worked less than 13 pay periods in the

eligibility year in which they are placed on or return from a Leave of Absence for Military Service.

(197) Employees disabled from working by compensable injury or legal occupational disease shall receive credit toward pay periods worked under this Vacation Entitlement Section for pay periods they would otherwise have been scheduled to work during the period of compensable disability, provided they worked during at least one (1) pay period in the eligibility year and are otherwise eligible for a vacation entitlement.

(198) In the case of an employee who has worked during at least 13 pay periods in the eligibility year and who voluntarily quits or dies prior to the eligibility date, the vacation entitlement to which the employee would have been entitled based on the number of pay periods worked, shall be paid to the employee or in the event of death, the employee's duly appointed legal representative, if there is one, and, if not, to the spouse, parents, children, or other relative or dependents of such person as the Corporation in its discretion may determine.

(199) The vacation entitlement of an employee who holds seniority in two or more Guide Corporation plants will be computed on the basis of the longest seniority held as of the eligibility date.

(200) In the case of an employee who goes on sick leave during one eligibility year after having worked less than 13 pay periods in that year

and who retires during the next eligibility year under the provisions of the Guide Corporation Hourly-Rate Employees Pension Plan before returning to work, the retirement, for the purpose of this Vacation Entitlement Section only, shall be deemed to have occurred as of the day following the employee's last day worked.

(201) When a person is transferred into a bargaining unit covered by this Agreement the amount of vacation entitlement the employee may become eligible for shall be reduced by the amount of any paid vacation or pay in lieu of taking vacation which the employee has already received from the Corporation for the same eligibility year.

Vacation Time Off Procedure

(202) Management recognizes the desirability of providing vacation time off with pay, up to the vacation entitlement to which the employee's seniority will entitle them on December 31 of the current year, in a manner that preserves the maintenance of efficient operations while giving consideration to the desires of the employee.

(202a) During each year of this Agreement, the Corporation has designated the following days to be included in an Independence Week Shutdown period:

2004

<u>Tuesday, July 6</u>	-	Independence Week Shutdown Day
<u>Wednesday, July 7</u>	-	Independence Week Shutdown Day
<u>Thursday, July 8</u>	-	Independence Week Shutdown Day
<u>Friday, July 9</u>	-	Independence Week Shutdown Day

2005

<u>Tuesday, July 5</u>	-	Independence Week Shutdown Day
<u>Wednesday, July 6</u>	-	Independence Week Shutdown Day
<u>Thursday, July 7</u>	-	Independence Week Shutdown Day
<u>Friday, July 8</u>	-	Independence Week Shutdown Day

2006

<u>Monday, July 3</u>	-	Independence Week Shutdown Day
<u>Wednesday, July 5</u>	-	Independence Week Shutdown Day
<u>Thursday, July 6</u>	-	Independence Week Shutdown Day
<u>Friday, July 7</u>	-	Independence Week Shutdown Day

2007

<u>Monday, July 2</u>	-	<u>Independence Week Shutdown Day</u>
<u>Tuesday, July 3</u>	-	<u>Independence Week Shutdown Day</u>
<u>Thursday, July 5</u>	-	<u>Independence Week Shutdown Day</u>
<u>Friday, July 6</u>	-	<u>Independence Week Shutdown Day</u>

2008

<u>Monday, June 30</u>	-	<u>Independence Week Shutdown Day</u>
<u>Tuesday, July 1</u>	-	<u>Independence Week Shutdown Day</u>
<u>Wednesday, July 2</u>	-	<u>Independence Week Shutdown Day</u>
<u>Thursday, July 3</u>	-	<u>Independence Week Shutdown Day</u>

2009

<u>Monday, June 29</u>	-	<u>Independence Week Shutdown Day</u>
<u>Tuesday, June 30</u>	-	<u>Independence Week Shutdown Day</u>
<u>Wednesday, July 1</u>	-	<u>Independence Week Shutdown Day</u>
<u>Thursday, July 2</u>	-	<u>Independence Week Shutdown Day</u>

(202b) During February of each year, the local Management will notify the Shop Committee of its decision to schedule the week before or the week after the Independence Week Shutdown period as a Plant Vacation Shutdown Week.

(202c) In addition, during February of each year, the local Management will notify the Shop Committee which productive operations, if any, will be scheduled to operate during the Independence Week Shutdown Period and which productive operations, if any, will be scheduled to operate during the Plant Vacation Shutdown Week. Unforeseen circumstances may require subsequent changes in these announced schedules and will be reviewed with the Shop Committee as soon as is practicable.

(202d) Employees who are not scheduled to work during any portion of the Independence Week Shutdown Period shall be paid up to eight (8) hours of pay for each of the Independence Week Shutdown Period days they are not scheduled to work, up to a maximum of thirty-two (32) hours, which will be calculated on the basis of the employee's regular rate of pay, plus attached night shift premium, not including overtime, as of the employee's last day worked prior to the Independence Week Shutdown period provided:

(1) The employee has seniority in any Guide Corporation plant as of the

date of each of the Independence Week Shutdown Days,

(2) The employee is on the active rolls and would otherwise have been scheduled to work if it had not been observed as an Independence Week Shutdown Day,

(3) The employee works their last scheduled work day in the pay period prior to and their next scheduled work day in the pay period after the pay periods of Independence Week Shutdown and Plant Vacation Shutdown-Week.

Employees shall receive such pay in the pay period following the Independence Week Shutdown Period.

(202e) Failure to work either their last scheduled work day in the pay period prior to or their next scheduled work day in the pay period after the pay periods of the Independence Shutdown and Plant Vacation Shutdown Week will disqualify the employee for Independence Week Shutdown pay for the two (2) Independence Week Shutdown days which follow or precede such scheduled work day.

(202f) Employees who are scheduled to work during the Independence Week Shutdown Period, including the Independence Day holiday shall be entitled to up to eight (8) hours of Additional Time Off with pay up to a maximum of forty (40) hours in lieu of the Independence Week Shutdown Period pay for each day worked provided:

(1) The employee has seniority in any Guide Corporation plant as of each day of the Independence Week Shutdown Period,

(2) The employee is scheduled to report for work-during any of the days, and

(3) The employee reports for and performs such scheduled work on those scheduled days or is absent pursuant to the provisions of Paragraphs (218) or (218b).

The Additional Time Off will be scheduled in accordance with local plant practice.

(202g) Eligible employees who, as of the next eligibility date, have not used their entire Additional Time Off, shall be paid the unused portion in accordance with Paragraphs (193a) and (193b).

(202h) Management at each plant will establish a procedure whereby employees, during February, may make application in writing for vacation time off, indicating first, second and third choices. If a Plant Vacation Shutdown is scheduled, the dates of such shutdown are to be included in the employee's vacation schedule. In the event more employees apply for time off than can be spared from the job at a given time, plant seniority will be the basis for resolving priority of applications for time off, except that applicants working on jobs which usually operate when the plant is shut down during such periods as model change, plant rearrangement,

plant vacation shutdown or inventory will be given first consideration for time off during periods other than shutdown period.

(202i) Each employee will be given a written disposition of their vacation time off request. Approved vacation time off, exclusive of the time identified as a Plant Vacation Shutdown, will not thereafter be canceled or changed without the mutual consent of Management and the employee. If an employee's approved vacation time off scheduled for a Plant Vacation Shutdown is canceled or changed, the employee may reschedule their vacation in accordance with local plant practice.

(202j) An active seniority employee who is not scheduled to work during the Plant Vacation Shutdown week, shall use any available Vacation Entitlement hours starting with the first day of the Plant Vacation Shutdown week and will be placed on a leave of absence for vacation purposes for the balance of the Plant Vacation Shutdown week. An active employee without seniority who is not scheduled to work shall be considered on layoff for the entire shutdown period.

(202k) An eligible employee who has approved vacation time off in accordance with Paragraph (202h), either through individual vacation scheduling or a scheduled plant vacation shutdown, shall receive their vacation pay, up to the amount of their approved time off, in the pay period following

the pay period in which the approved vacation time off is taken. An employee may elect to waive this provision by submitting an application at least two (2) days prior to the approved vacation time off. Upon receipt of the application, payment of the specified Vacation Entitlement will be made pursuant to the provisions for payment of an unused balance. in Paragraphs (193a) and (193b).

(202) Regardless of the provisions of Paragraph (49), the Corporation will deduct from earnings subsequently due and payable the amount of any vacation payment made to an employee who does not have seniority as of their next eligibility date, or who receives state or federal benefits as a result of unemployment during the Vacation Entitlement Period, or who receives any payment in excess of their eligibility. Recovery of such overpayments may be made from any future payments payable under any term of this agreement or any Supplemental Agreement thereto.

HOLIDAY PAY

(203) Employees shall be paid for specified holidays and the holidays in each of the Christmas holiday periods as provided hereinafter:

1st Year - 2004

April 9 Good Friday

April 12 Monday after Easter

<u>May 28</u>	<u>Friday before Memorial Day</u>
<u>May 31</u>	<u>Memorial Day</u>
<u>July 5</u>	<u>Independence Day</u>
<u>Sept. 6</u>	<u>Labor Day</u>
<u>Nov. 2</u>	<u>Federal Election Day</u>
<u>Nov. 15</u>	<u>Veterans Day</u>
<u>Nov. 25/26</u>	<u>Thanksgiving</u>
<u>Dec. 24,27,28,29,30,31</u>	<u>Christmas</u>
<u>Jan. 17, 2005</u>	<u>Martin Luther King</u>

2nd Year - 2005

<u>March 25</u>	<u>Good Friday</u>
<u>March 28</u>	<u>Monday after Easter</u>
<u>May 27</u>	<u>Friday before Memorial Day</u>
<u>May 30</u>	<u>Memorial Day</u>
<u>July 4</u>	<u>Independence Day</u>
<u>Sept. 5</u>	<u>Labor Day</u>
<u>Nov. 14</u>	<u>Veterans Day</u>
<u>Nov. 24/25</u>	<u>Thanksgiving</u>
<u>Dec. 26,27,28,29,30 & Jan. 2, 2006</u>	<u>Christmas</u>
<u>Jan. 16, 2006</u>	<u>Martin Luther King</u>

3rd Year - 2006

<u>April 14</u>	<u>Good Friday</u>
<u>April 17</u>	<u>Monday after Easter</u>
<u>May 29</u>	<u>Memorial Day</u>
<u>July 4</u>	<u>Independence Day</u>
<u>Sept. 4</u>	<u>Labor Day</u>
<u>Nov. 7</u>	<u>Election Day</u>
<u>Nov. 13</u>	<u>Veterans Day</u>
<u>Nov. 23/24</u>	<u>Thanksgiving</u>
<u>Dec. 25,26,27,28,29, & Jan. 1, 2007</u>	<u>Christmas</u>
<u>Jan. 15, 2007</u>	<u>Martin Luther King</u>

4th Year - 2007

<u>April 6</u>	<u>Good Friday</u>
<u>April 9</u>	<u>Monday after Easter</u>
<u>May 28</u>	<u>Memorial Day</u>
<u>July 4</u>	<u>Independence Day</u>
<u>Sept. 3</u>	<u>Labor Day</u>
<u>Nov. 12</u>	<u>Veterans Day</u>
<u>Nov. 22/23</u>	<u>Thanksgiving</u>
<u>Dec. 24,25,26,27,28,31 & Jan. 1, 2008</u>	
<u>Christmas</u>	
<u>Jan. 21, 2008</u>	<u>Martin Luther King</u>

5th Year - 2008

<u>March 21</u>	<u>Good Friday</u>
<u>March 24</u>	<u>Monday after Easter</u>
<u>May 26</u>	<u>Memorial Day</u>
<u>July 4</u>	<u>Independence Day</u>
<u>Sept. 1</u>	<u>Labor Day</u>
<u>Nov. 4</u>	<u>Election Day</u>
<u>Nov. 10</u>	<u>Veterans Day</u>
<u>Nov. 27/28</u>	<u>Thanksgiving</u>
<u>Dec. 24,25,26,29,30,31 & Jan. 1 & 2, 2009</u>	
<u>Christmas</u>	
<u>Jan. 19, 2009</u>	<u>Martin Luther King</u>

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

[See Par. (86),(187),(205a)]

[See Doc. 27, 50]

(1) The employee has seniority as of the date of each specified holiday and as of each of

the holidays in each of the Christmas holiday periods, and

(2) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and

(3) The employee must have worked the last scheduled work day prior to and the next scheduled work day after each specified holiday within the employee's scheduled work week. For each Christmas holiday period, the employee must have worked the last scheduled work day prior to each holiday period and the next scheduled work day after each holiday period.

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

[See Doc. 38]

(203a) Failure to work either the last scheduled work day prior to or the next scheduled work day after each Christmas holiday period will disqualify the employee for pay for the one holiday in the Christmas holiday period which follows or precedes such scheduled work day.

(203b) An employee who retires as of January 1, and who is otherwise eligible for holiday pay for those holidays falling in the Christmas

holiday period up to and including December 31, will receive holiday pay for such holidays.

(203e) In order for employees to have maximum time off during the Christmas Holiday Period, employees will only be scheduled for work on the following days, which are not paid holidays under this Agreement, on a voluntary basis, except in emergency situations.

Saturday, December 25, 2004

Sunday, December 26, 2004

Saturday, January 1, 2005

Sunday, January 2, 2005

Saturday, December 24, 2005

Sunday, December 25, 2005

Saturday, December 31, 2005

Sunday, January 1, 2006

Saturday, December 23, 2006

Sunday, December 24, 2006

Saturday, December 30, 2006

Sunday, December 31, 2006

Saturday, December 22, 2007

Sunday, December 23, 2007

Saturday, December 29, 2007

Sunday, December 30, 2007

Saturday, December 27, 2008

Sunday, December 28, 2008

Saturday, January 3, 2009

Sunday, January 4, 2009

Employees shall not be disqualified for holiday pay if they do not accept work on such days. This does not apply to employees on necessary continuous seven-day operations.

(204) When a holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled work day within the week in which that holiday falls.

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

[See Par. (87)(6), (89), (101)(i), (205a)]

(205a) For holidays specified in Paragraph (203), eligible employees shall have the night shift premium rate which attached to the straight time hours on their last straight time day worked preceding the holiday included in the computation of holiday pay paid pursuant to Paragraph (205).

[See Par. (87)(6), (89)]

(206) Employees whose work is in necessary continuous seven-day operations shall receive holiday pay only in the event the holiday falls on one of their regularly scheduled days off, and they meet the other eligibility requirements of this Holiday Pay Section; provided, however, that such employees

shall not receive holiday pay if they are scheduled to work on such day off and absent themselves from scheduled work on such holiday without reasonable cause acceptable to Management.

[See Par. (87)(6)]

[See Par. (87)(3)]

(207) Employees of a Guide Corporation plant who obtain employment in another Guide Corporation plant will be eligible for holiday pay during their probationary period provided they have seniority in the home plant as of the date of the holiday and they are otherwise eligible under the terms of these provisions on Holiday Pay.

(208) Seniority employees who have been laid off in a reduction of force (except as provided below), or who have gone on sick leave, on leave of absence for military service, or on a Leave for Family and Medical Reasons, during the work week prior to or during the week in which the holiday falls, shall receive pay for such holiday.

Seniority employees who work in the fourth work week prior to the week in which the Christmas Holiday Period begins, and who are laid off in a reduction in force during that week, or seniority employees who are laid off in a reduction in force during the first, second or third work week prior to or during the work week in which the Christmas Holiday Period begins, shall, if otherwise eligible, receive pay for each of the holidays in the Christmas

Holiday Period providing such employees worked the last scheduled work day prior to such layoff.

Seniority employees who work in the fifth, sixth, or seventh work week prior to the week in which the Christmas Holiday Period begins, and who are laid off in a reduction in force during that week, shall, if otherwise eligible, receive pay for one-half of the holidays falling during such Christmas Holiday Period providing such employees worked the last scheduled work day prior to such layoff.

[See Par. (209)]

(209) Employees who have been laid off because of model change, plant rearrangement, or inventory shall be eligible for holiday pay under these Holiday Pay provisions, for a specified holiday falling within the period of such layoff providing they meet all the following eligibility rules:

[See Par. (208)]

(1) They have seniority as of the day of the holiday.

(2) They are ineligible for holiday pay for the holiday under the other provisions of this Holiday Pay Section.

(3) They return to work during the work week in which the holiday falls or during the work week immediately following the work week in which the holiday falls.

(4) They work the first day they are scheduled to work following the holiday.

(210) When a holiday, specified above, falls within an eligible employee's approved vacation period or during a period in which jury duty pay is received and such vacation or jury duty causes the employee to be absent from work during the regularly scheduled work week, the employee shall be paid for such holiday.

(211) When eligible employees are on an approved leave of absence and return to work following the holiday but during the week in which the holiday falls, they shall be eligible for pay for that holiday. Eligible employees whose leave of absence terminates during the Christmas Holiday Period, and who report for work on the next scheduled work day after the Christmas Holiday Period, will be eligible for holiday pay beginning with the first holiday such employees would otherwise have worked and each holiday thereafter in the Christmas Holiday Period.

(212) Employees not working in necessary continuous seven-day operations who may be requested to work on a holiday and have accepted such holiday work assignment and then fail to report for and perform such work, without reasonable cause, shall not receive holiday pay under this Holiday Pay Section.

[See Par. (203)]

(213) When any of the above-enumerated holidays falls on Sunday and the day following is observed as the holiday by the State or Federal Government, the day of observance shall be considered as the holiday under the provisions of this Holiday Pay Section.

[See Par. (86)]

(213a) It is the purpose of the Holiday Pay Provisions of this Agreement to enable eligible employees to enjoy the specified holidays with full straight time pay. If, with respect to a week included in the Christmas Holiday Period, employees supplement their Holiday Pay by claiming and receiving an unemployment compensation benefit, or claim and receive waiting period credit, to which they would not have been entitled if their Holiday Pay had been treated as remuneration for the week, such employees shall be obligated to pay to the Corporation the lesser of the following amounts:

(1) an amount equal to their Holiday Pay for the week in question, or,

(2) an amount equal to either the unemployment compensation paid to them for such week or the unemployment compensation which would have been paid to them for such week if it had not been a waiting period.

The Corporation will deduct from earnings subsequently due and payable the amount which such employees are obligated to pay as provided above.

GENERAL PROVISIONS

(214) After consultation with the Shop Committee, all Guide facilities will be smoking free, except in designated areas. Any protest against the reasonableness of the rules may be treated as a grievance.

(215) Supervisory employees shall not be permitted to perform work on any hourly-rated job except in the following types of situations: (1) in emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations; (2) in the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned. Complaints of repeated violations of this paragraph will be handled under the provisions of the National Agreement. For the purposes of this Special Procedure only, prior to being referred from the plant, the problem will be discussed between the Chairperson of the Shop Committee, the President of the Local Union, the Regional Servicing Representative, the Plant Manager and the Plant Personnel Director.

(216) A report of physical examination and any laboratory tests made by physicians acting for the Corporation will be given to the personal physician of the individual employee involved upon the receipt of the appropriate release from the employee.

[See Par. (43b1)(43b2)(43b3)]

(217) Employees working on their regular shifts on pay day will be paid on the job in a manner that will not result in loss of time by the employee or loss of production. Employees who are not working on their regular shifts on pay day will be paid in accordance with the practice that is or may be established to meet local conditions.

(218) Employees with seniority in any Guide Corporation plant who are summoned and report for jury duty (including coroner's juries), as prescribed by applicable law, or who report for pre-jury duty examination required by the court or administrative governmental agency, shall be paid by the Corporation an amount equal to the difference between the amount of wages including night shift premium they otherwise would have earned by working during straight-time hours for the Corporation on that day and the daily jury duty fee paid by the court or agency (not including travel allowances or reimbursement of expenses), for the day on which they report for pre-jury duty examination, and for each day on which they report

for or performs jury duty and on which they otherwise would have been scheduled to work for the Corporation.

Employees with an established shift starting time on or after 7:00 p.m. and on or before 4:45 a.m. will be excused from work on either their shift immediately preceding the jury service, or their shift immediately following the completion of the jury service, at the option of the employee. Such employee must notify their immediate supervisor of their election prior to being absent from work.

In order to receive payment, employees must give local Management prior notice that they have been directed to report for pre-jury duty examination or have been summoned for jury duty and must furnish satisfactory evidence that they reported for such examination or reported for or performed jury duty on the days for which they claim such payment. The provisions of this Paragraph (218) are not applicable to employees who, without being summoned, volunteer for jury duty.

[See Par. (87)(6), (101)(i), (137)(c)(1)]

[See Par. (187), (210)]

[See App. B, C]

(218a) Employees with seniority in any Guide Corporation plant who are called to and perform short-term active duty of thirty (30) days or less, including annual active duty for training, as a member of the United States Armed Forces Reserve or National Guard, shall be paid as provided below

for days spent performing such duty provided they would not otherwise be on layoff or leave of absence.

A payment will be made for each day, except for a day for which they receive holiday pay, which they would otherwise have worked equal to the amount by which their straight time rate of pay as of their last day worked plus applicable night shift premium (but not including overtime) for not more than eight (8) hours, exceeds their military earnings for that day including all allowances except for rations, subsistence and travel. Except for short term active duty of thirty (30) days or less performed by employees called to active service in the National Guard by state or federal authorities in case of public emergency, payment is limited to a maximum of fifteen (15) working days in a calendar year.

In order to receive payment under this Paragraph (218a), employees must give local Management prior notice of such military duty and, upon their return to work, furnish Management with a statement of the military pay received for performing such duty.

[See Par. (87)(6), (101)(i), (112a)]

[See Par. (187)]

(218b) When death occurs in an employee's immediate family as defined below, and the employee has seniority in any Guide Corporation plant, the employee, on request, will be excused for any of the first three (3) normally scheduled working

days or the first five (5) normally scheduled working days in the case of the death of an employee's current spouse, parent, child, or stepchild (excluding Saturdays, Sundays and holidays) immediately following the date of death provided the employee attends the funeral. The five (5) day limit will also apply in cases of multiple deaths of members of the employee's immediate family resulting from a single incident. The immediate family for purposes of this paragraph is defined as including the employee's:

- Spouse
- Parent
- Step-Parent
- Grandparent
- Great Grandparent
- Child
- Step-Child
- Grandchild
- Brother
- Step-Brother
- Half-Brother
- Sister
- Step-Sister
- Half-Sister
- Current Spouse's Parent
- Current Spouse's Step-Parent
- Current Spouse's Grandparent
- Current Spouse's Great Grandparent

In the event a member of the employee's immediate family as above defined dies while in the

active service of the Armed Forces of the United States, the employee may, should the funeral be delayed, have the excused absence from work delayed until the period of three (3) normally scheduled working days or five (5) normally scheduled working days in the case of the death of an employee's current spouse, parent child, or stepchild which includes the date of the funeral. In the event the body of a member of the employee's immediate family as above defined is not buried in continental North America solely because the cause of death has physically destroyed the body or the body is donated to an accredited North American hospital or medical center for research purposes, the requirement that the employee attend the funeral will be waived. In the case of an employee who is granted a leave of absence due to the illness of an immediate family member, as above defined, and such family member dies within the first seven (7) calendar days of the leave, the requirement that the employee otherwise be scheduled to work will be waived.

Employees excused from work, after making written application, shall receive the amount of wages they would have earned by working during straight time hours on such scheduled days of work for which they are excused (excluding Saturdays, Sundays and holidays, or, in the case of employees working in necessary continuous seven-day operations, the sixth and seventh work days of the employee's scheduled working week and holidays).

[See Par. (87)(6), (101)(i)]

[See App. B]

[See Doc. 49]

(219) With respect to any matter that is to be negotiated locally the Corporation will fully inform the Union and the Union will fully inform the Corporation, as to the limits, if any, set by higher authority upon the scope of the local negotiations.

[See Par. (220)]

(220) No provisions of any local agreements shall supersede or conflict with any provisions of this Agreement.

[See Par. (59), (75), (100), (219)]

[See App. J]

[See CSA #11]

(221) No local agreement containing a termination clause shall be terminated except in accordance with such termination clause and then only if notice of termination is countersigned by the Director of the Guide Department of the International Union or the Vice President of Industrial Relations of the Corporation as the case may be.

[See CSA #9]

(222) No provision of this Agreement shall be retroactive prior to the date hereof unless otherwise specifically stated herein.

(223) This Agreement shall continue in full force and effect without change until 11:59 P.M. (Detroit Time), March 20, 2009. If either party

desires to terminate this Agreement, it shall sixty (60) days prior to March 20, 2009, 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 March 20, 2009, subject to termination by either party on sixty (60) days written notice prior to March 21st of any subsequent year.

If either party desires to modify or change this Agreement it shall, sixty (60) days prior to March 20, 2009, or any subsequent March 20th 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 February 20th following said notice of intention to modify or change.

**PENSION PLAN, LIFE AND DISABILITY
BENEFITS PROGRAM, HEALTH CARE
PROGRAM, SUPPLEMENTAL
UNEMPLOYMENT BENEFIT PLAN, PROFIT
SHARING PLAN, PERSONAL SAVINGS PLAN,
AND GROUP LEGAL SERVICES PLAN**

(224) The parties have provided for a Pension Plan, a Life and Disability Benefits Program, a Health Care Program, a Supplemental Unemployment Benefit Plan, a Profit Sharing Plan, a Personal Savings Plan, and a Legal Services Plan by Supplemental Agreements signed by the parties simultaneously with the execution of this Agreement, which Supplemental Agreements are attached hereto as Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E" and Exhibit "F", Exhibit "G" and Exhibit "I" respectively and made parts of this Agreement as if set out in full herein, subject to all provisions of this Agreement. No matter respecting the provisions of the Pension Plan or the Life and Disability Benefits Program or the Health Care Program or the Supplemental Unemployment Benefit Plan or the Profit Sharing Plan or the Personal Savings Plan or the Legal Services Plan shall be subject to the grievance procedure established in this Agreement, except as expressly provided in Paragraph (46) of this Agreement.

[See Doc. 42]

WAIVER

(225) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Corporation and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

(226) **Partial Invalidity of Agreement -** Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, the parties may agree upon a replacement for the affected provision(s). Such replacement provision(s) shall become effective

immediately upon agreement of the parties, without the need for further ratification by the Union membership, and shall remain in effect for the duration of this Agreement.

(227) Separability - In the event that any of the provisions of this Agreement or of any local agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof.

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

**International
Union, UAW**

Guide Corporation

Ron Gettelfinger	Tom Dennig
Cal Rapson	Joe Ruffolo
Richard Ruppert	Robert H. Stearns
Garry Bernath	Carlton C. Montague
Tom Rankin	William H. Edwards
Lance Schattner	Erich L. Ewald
Roger Smith	Tobin V. Truex
Larry Jackson	Chet Grynawiski
	Kacy Cordial

APPENDIX A

MEMORANDUM OF UNDERSTANDING EMPLOYEE PLACEMENT

It is recognized that the hiring of new employees in one location while there is a surplus of seniority employees in other locations is not in the best interest of the parties. Therefore, the parties will provide eligible seniority laid-off, Protected and active seniority employees an opportunity to relocate to UAW Guide facilities outside of their area, with particular emphasis on placing employees from closed or idled facilities. For the purposes of this Memorandum, seniority refers to longest unbroken Guide seniority.

When employed, such employees will acquire seniority in the plant where hired in accordance with Paragraphs (56) and (57) of the National Agreement.

In the event of a permanent opening at a Guide facility, the following placement procedure is to be utilized:

- 1. Plant Recall**
- 2. Plant Rehire**
- 3. Area Hire**
 - a. Combined list of seniority employees on indefinite layoff, Protected employees, active employees from plants that have excess**

employees and seniority return to former community applicants.

b. Volunteers will be placed in seniority order.

c. In the event of insufficient volunteers, the employee with the least seniority on the Area Hire List (except active) will be offered the job. Non-volume Protected Status employees will be included unless either party identifies a compelling reason not to do so.

4. Extended Area Hire - Closed Plants

- Volunteers will be placed in seniority order.

5. Extended Area Hire - Closed Plant Return to Former Community

- Volunteers will be placed in seniority order.

6. Other Extended Area Hire (includes GIS eligible)

a. Includes volunteers from plants with excess employees, from plants where replacement is available, or from plants where there is no need to replace.

b. Volunteers will be placed in seniority order.

7. Area Hire Active Employees from Plants without Replacement

- Volunteers will be placed in seniority order.

8. Extended Area Hire Active Employees from Plants without Replacement

- Volunteers will be placed in seniority order.

In administering the Placement Procedure, items (1) through (8) above will be applied sequentially.

Active employees who volunteer and are placed in accordance with this Placement Procedure must terminate seniority at their current location.

It is understood that the National Parties may mutually agree from time to time to other special provisions, including offering jobs to active or protected employees.

It is further understood that the National Parties may also mutually agree to deviate from the above order of selection in a particular situation.

In addition, the Union assured the Corporation of its willingness to implement Document No. 65.

Any complaints regarding the application of these provisions in any plant may be taken up with Local Management of that plant by the local Shop

Committee and if not resolved may be referred to Guide Corporation Industrial Relations Staff and the International Union for resolution; however, the above provisions shall not be the basis for any claims for back wages or any form of retroactive adjustments.

It is understood that if an employee whose problem is referred to the Guide Corporation Industrial Staff and the International Union is adjudged by the National Parties to be entitled to an adjustment, the employee will be offered an available opening as soon as possible, but in any event within two weeks of such decision. If no such opening develops, he or she will be offered the opportunity to displace a lesser seniority employee, seniority permitting, at the plant where the problem occurred.

I. AREA HIRE PLACEMENT (Formerly Appendix A and Document No. 10)

A. An Area Hire Area is comprised of all plants within a 50 mile radius of a given plant or larger as may be agreed upon by the National Parties.

B. Employees on the Area Hire List include: seniority employees on indefinite layoff, Protected employees, active employees from plants that have excess employees and seniority return to the former community applicants.

C. Such employees will be given the opportunity to designate from among those plants

within their Area Hire Area which plants, if any, they volunteer to accept an offer of employment, should future job openings occur. An employee will be allowed to change the plants so designated any time prior to a bona fide job offer.

D. In the event that higher seniority employees are placed on layoff, employees with the least seniority who would have otherwise been laid off will be placed on the Area Hire List. Such employees placed on the Area Hire List will be advised of this fact and be given the opportunity to designate plants within the Area Hire Area.

E. Volunteers will be offered the available jobs in seniority order. In the event there are insufficient volunteers, the employee with the least seniority on the Area Hire List (except active) will be offered the job. Non-volume Protected Status employees will be included unless either party identifies a compelling reason not to do so.

F. Laid off employees who refuse any job offer within the Area Hire Area will be placed on a formal leave of absence without Corporate-paid benefits with recall only to a job in the regular active workforce.

Protected Status employees who refuse any job offer within the Area Hire Area will be placed on lay off.

G. Active employees will be made a maximum of three (3) Area Hire job offers during the term of this Agreement. Such employees may later be eligible to refile an Area Hire application in the event that their status changes at their current plant.

H. When selecting employees the longest unbroken Guide seniority date will be used for non-skilled job offers. For skilled trades job offers, the longest unbroken seniority date in the skilled trades classification will be used. In the event that two or more employees have the same longest unbroken seniority date, the employee's entire social security number in ascending order will be used as the tie breaker.

I. Skilled trades journeyperson laid off from a plant and working in a non-skilled trades classification will have their name placed on the area hire list and will remain eligible for area hire in the same or a related skilled trades classification.

J. It is further understood that each plant would review local procedures for implementing the provisions of Area Hire and Extended Area Hire Placement and that during these reviews particular attention would be directed toward insuring that information regarding applying for Area Hire and Extended Area Hire Placement is made available to all seniority employees at the time they are laid off in a reduction in force and that the forms

are designed to provide applicants with evidence that they have applied.

II. EXTENDED AREA HIRE PLACEMENT

A. Seniority laid off, Protected and active employees will be given the opportunity to indicate their interest in working at another Guide location outside their Area Hire Area. A form developed for this purpose will be made available to employees. Employees will receive a copy of their application.

B. Employees continue to be eligible for Extended Area Hire placement as long as they retain unbroken Guide seniority.

C. The offer of an available job will be made in seniority order from volunteers on the Extended Area Hire List.

D. If an opening occurs for which an active employee is eligible, the active employee will be given the opportunity to fill the opening only if there is a seniority employee within the Area Hire Area to replace the active employee, if required.

E. Employees who have filed an Extended Area Hire Application will receive three (3) offers for placement to one of the plants they have selected. If employees do not take advantage of any of these offers, their Extended Area Hire Application will be canceled. Such employees may later be

eligible to refile an Extended Area Hire Application only in the event their status changes at their present location.

F. Employees will be eligible for relocation as described in the Relocation Section (Section III) of this Memorandum of Understanding Employee Placement and in Paragraph (96a) of the National Agreement.

G. Employees who are placed in accordance with the Extended Area Hire Placement provisions of the National Agreement and who accept the Basic Relocation Option specified in Paragraph (96a) of the National Agreement may not be subject to recall or rehire or Extended Area Hire placement at any Guide Corporations plants, for a period of six (6) months or until permanently laid off under conditions which establish there is no reasonable likelihood of recall, whichever occurs first. It is understood that the six month period may be modified or extended by mutual agreement between the Corporation and the International Union, UAW.

At the end of such period, employees who would otherwise have been recalled or rehired to a former location(s) may either remain at the current plant or return to such previous location. If an employee returns, the local parties may make adjustments necessary to insure that the employee is neither advantaged nor disadvantaged by the above provisions. Local Managements have ninety (90)

days following the date an employee elects to return to accomplish such adjustments.

H. Employees will be given a reasonable amount of time to relocate to another plant.

I. Employees who are placed in accordance with Appendix A and accept the Enhanced Relocation Allowance will not be eligible to initiate another Extended Area Hire placement or initiate an Area Hire placement as an active employee for a period of 36 months unless the employee's status changes to laid off or Protected or otherwise agreed to by the National Parties.

J. Eligible employees from closed plants who have relocated via Extended Area Hire will be given preference to return to a plant in their former community. Such employees will receive the applicable relocation allowance.

III. AREA HIRE PLACEMENT FROM PLANTS WITHOUT REPLACEMENT

A. Upon receiving new hire approval, active employees at Area Hire plants without replacement will be made a job offer.

B. Such active employees will be offered the available job in seniority order. The new hire will be placed at the Area Hire plant to replace the active employee.

C. Such active employees will be made a maximum of three (3) Area Hire job offers during the terms of this agreement. Such employees may later be eligible to refile an Area Hire Application in the event that their status changes at their current plant.

IV. EXTENDED AREA HIRE REPLACEMENT FROM PLANTS WITHOUT REPLACEMENT

A. Upon receiving new hire approval, active employees at Extended Area Hire plants without replacements will be made a job offer.

B. Such active employees will be offered the available job in seniority order. The new hire will be placed at the Extended Area Hire plant to replace the active employee.

C. Such employees will be eligible for a basic relocation allowance.

D. All other provisions of Section II of this Memorandum shall apply to employees made job offers under this Section.

V. RELOCATION

A. Any employees who are employed and relocate in accordance with Appendix A will be eligible to receive a relocation allowance and relocation services as specified in Paragraphs (96a)

(1), (2), (3), (4), (5), and (6) of the National Agreement.

B. Employees who return to their former community pursuant to the Return to Former Community Procedure will be eligible for a basic relocation allowance.

VI. Physicals

A. When physicals are conducted on Area Hire or Extended Area Hire Applicants, the criteria used is the same as that used for a Fit for Duty exam when an employee of that plant is undergoing a reinstatement to return to work from a sick leave.

B. In medical disputes, the National Parties may refer the employee for an impartial medical opinion.

VII. SENIORITY RETURN TO FORMER COMMUNITY

(Formerly Document No. 14)

The following methods and procedures detail the circumstances under which eligible employees who apply will be offered the opportunity to return to their former community.

A. Eligible employees are those seniority employees on roll at a plant who have been relocated to that plant from a plant outside the Area

Hire in accordance with Appendix A and worked there six (6) months and who still retain seniority at a plant in the former community.

B. Eligible employees will be given the opportunity to file an application to return to their former community. Such employees may apply at the personnel office of the plant at which they are employed and will be provided a copy of their application.

Employees may have only one return to former community application on file at any given time. Once employees return to a former community under the provisions of this document, they are no longer eligible to return to any other community until such time as they are laid off or relocate in accordance with Appendix A.

C. Eligible employees who have applied to return to their former community shall have their names placed on the Area Hire list for the plants within the community to which they have applied.

D. At the time of receiving an offer to return to a plant in a former community, employees who have filed a Return to Former Community Application, may elect to receive a payment of \$6,000 to remain at their current plant. As a result of receiving this payment, the employees will terminate seniority and return rights at all other Guide Corporation facilities and therefore no longer be

eligible for Return To Former Community consideration.

E. Employees returning to a plant in their former community will acquire seniority in accordance with the Application of Corporate Seniority Section (Section VIII) of this Memorandum.

F. Should employees return to their former community under the provisions of this Section, their seniority will be terminated pursuant to the provisions of Paragraph (64)(d) at the plant from which they are leaving, effective with the date to report to the new plant.

G. It is recognized that the plant from which the eligible employee is released must do so in a manner consistent with the maintenance of quality and efficiency. Accordingly, no eligible employee will be released until a fully trained replacement is available. Consistent with these principles, it is recognized that the rate at which employees are released may vary due to the types of jobs held by such employees, the availability of replacement personnel, product or new model launch, the releasing plant's staffing requirements or other business reasons. In all cases, management will endeavor to release employees as quickly as possible.

VIII. APPLICATION OF CORPORATION SENIORITY (Formerly Appendix D-1)

A. Employees who are moved to a secondary plant in accordance with this Memorandum, while retaining unbroken seniority in their base plant, shall establish seniority in such secondary plant as follows:

1. Employees with seniority dates of January 7, 1985 or earlier will establish an adjusted plant seniority date of January 7, 1985.

2. When two (2) or more employees establish the same plant seniority date pursuant to Paragraph (1) above, the date established for each employee for vacation under Paragraph (190) of the National Agreement will be used to determine seniority preference among such employees.

3. Employees with seniority dates subsequent to January 7, 1985 will establish that subsequent date as their plant seniority date.

4. Journeyperson or employees with unbroken Skilled Trades seniority dates or dates of entry of January 7, 1985 or before, who are employed in the same or related Skilled Trades Classification, will establish a date of entry of January 7, 1985 in that classification.

5. When two or more journeyperson or employees establish the same date of entry in the same classification and plant pursuant to Paragraph (4) above, each employee's longest unbroken seniority in that classification in any Guide Corporation plant covered by the Agreement, will be used to determine seniority preference among such employees for all purposes applicable to that classification.

6. Journeyperson or employees with unbroken skilled trades seniority dates or dates of entry subsequent to January 7, 1985 who are employed in the same or a related skilled trades classification, will establish that subsequent date as their date of entry in that classification.

7. Journeyperson or employees who are employed in non-skilled classifications and later reclassified to the same or related Skilled Trades Classification, will establish a date of entry as though originally employed in that classification in accordance with (4) or (6) above, whichever is applicable.

B. Journeyperson or employees reclassified to related Skilled Trades Classifications in their same plant will establish a date of entry in accordance with (7) above, or applicable Local Seniority Agreement provisions, whichever is earlier.

C. The above provisions are not applicable to laid off apprentices who are employed in the apprentice program in another plant.

IX. VACATION REPLACEMENTS AND OTHER EMPLOYEES HIRED FOR TEMPORARY WORK (Formerly Appendix D-2)

Employees who are on layoff from any Guide-UAW plant who retain unbroken seniority in any such plant on the date they are hired as a vacation replacement or for other temporary work in any other plant covered by the National Agreement, or a new employee who does not have seniority in any Guide Corporation plant who is hired for such work shall be employed in accordance with the following:

A. An employee may be hired as a vacation replacement or to fill other job openings of a temporary nature.

B. Vacation replacements may be employed under the provisions of this Memorandum commencing the second Monday in May each year and ending no later than 120 days thereafter. The utilization of vacation replacements and other employees hired for temporary work shall be discussed in advance with the local JOBS Committee. Requests for vacation replacements and other employees hired for temporary work shall be made in writing to the National Parties for mutual approval.

C. In the event of permanent job openings which involve the relocation of employees, the National Parties may agree to hire temporary employees under the provisions of this Section to enable plants to operate effectively while permanent seniority employees are being identified or relocated at the new location.

D. Time worked by a vacation replacement or other temporary employee who is hired pursuant to this Memorandum will not be included in the computation for acquiring seniority, pursuant to Paragraph (57) and Appendix D.

E. Such time worked by a laid off seniority employee will not be considered in the calculation for breaking seniority and exhausting rehire rights at a former plant pursuant to Paragraph (64e).

F. The provisions of the Application of Corporate Seniority (Section VIII) of this Memorandum are not applicable to employees hired pursuant to this Section IX.

G. An employee with seniority hired at a secondary plant for vacation replacement or other temporary work will remain eligible for permanent job openings in accordance with the provisions of Area Hire Placement (Section I) and Extended Area Hire Placement (Section II) of this Memorandum.

H. All other provisions of the National Agreement and its Exhibits shall apply to employees hired pursuant to this Memorandum.

I. This procedure does not apply to permanent job openings.

J. The National Parties are authorized to make modifications and adjustments as necessary.

**X. TEMPORARY OPENINGS -
PARAGRAPH (64)(e) (Formerly Document No. 16)**

A. *Laid off employees working at permanent jobs in other Guide Corporation plants, whose seniority would entitle them to be recalled to former locations to fill openings considered at the time to be temporary, will not be recalled or rehired under such circumstances.*

B. *Furthermore, if laid off employees working at permanent jobs with outside employers or participating in the UAW-Guide Dislocated Worker Program are recalled to their former locations to fill openings considered at the time to be temporary, those individuals who desire to be bypassed under the provisions of this Section should notify the appropriate Guide Corporation employment office.*

C. In this regard, solely for the purposes of calculating the periods relative to

breaking seniority and exhausting rehire rights at the former plant pursuant to Paragraph (64)(e), such employees in Sections (A) and (B) above shall be considered as having accepted recall to their former plant on the date such work became available and returned to layoff status at such time as the period of temporary work is completed.

XI. TRAINING

In order to ensure consistent administration of Area Hire and/or Extended Area Hire, training materials will be developed and a joint meeting will be held of those people responsible for the administration of these provisions. Costs for the training will be covered by joint funds upon approval of the Executive Board-Joint Activities. Topics to be discussed, but not limited to, are:

- Changes in the Area Hire provisions and related matters as a result of 2000 Negotiations.
- Review of existing procedures and provisions.
- ADAPT (Accommodating DisAbled People in Transition).

APPENDIX B

Inter-Organization

GUIDE CORPORATION

Subject: Date of Entry Status - Apprentices

To: All Personnel Directors
of Plants Covered by the
Guide-UAW National Agreement

During the course of the discussions leading to the current National Agreement, the Corporation and the UAW discussed situations where the placement in the program of a selected apprentice applicant is delayed. The Union emphasized that problems resulted when such a delay occurs due to (1) an approved leave of absence for jury duty, (2) approved time off pursuant to the Vacation Entitlement Section, (3) a sick leave of absence, (4) the short term needs of Local Management such as the necessity to train a replacement for the person who has been selected, or (5) an absence which qualifies the employee for bereavement pay, (6) for paid absence allowance time off under the provisions of prior agreements, or (7) for short term military duty.

The Corporation has advised the Union that if an opening occurs and the person selected to fill the opening is delayed for one of the reasons specified above and the delay is for not more than 21 calendar

days, that person's date of entry for seniority purposes shall be the date he or she would have originally been placed in the opening.

Robert H. Stearns
Vice President

APPENDIX D

INTERPRETATION OF PARAGRAPH (4) THRU (4c) AND PARAGRAPH (57)

Rules for Computing Seniority of Employees Who Acquire Seniority by Working 90 Days Within Six Continuous Months, and Computing the Period Specified in Paragraph (4) (4a) (4b) (4c)

1. Credit toward acquiring seniority will begin with the first day worked by the new employee and will include the subsequent days of that pay period.

2. Thereafter during six consecutive months until the employee acquires seniority the employee will receive credit for seven days for each pay period during which the employee works except that credit will not be given for any days the employee is on layoff.

3. No credit will be given for any pay period during which for any reason, the employee does not work except as provided in Paragraph (108) and in the case of the pay period in which the full week of Christmas holidays or the Independence Week Shutdown falls, provided the employee would otherwise have been scheduled to work.

4. Unless employees are at work on the 90th day of their accumulated credited period, they must work another day within their probationary period to acquire seniority. If the 90th day of their accumulated credited period falls on a holiday or an Independence

Week Shutdown Day, the employees will be considered as having seniority as of the holiday or the Independence Week Shutdown Day. If the 90th day of their accumulated credited period falls on their vacation pay eligibility date, the employees will be considered as having seniority as of the vacation pay eligibility date.

5. In the event temporary employees are summoned and report for jury duty as prescribed by applicable law during the period of six continuous months preceding the date they acquire seniority pursuant to Paragraph (57), the employees' seniority when acquired will be adjusted to give the employees credit for seven additional days for each week in the period in which they did not work and during which jury duty was performed. The employees must furnish evidence that the jury duty was performed in order to receive seniority credit in accordance with this provision.

[See Par. (64)(a), (64)(e), (107)]

[See Par. (137)(c)(2), (203)]

[See App. A]

APPENDIX F

GUIDE CORPORATION

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

It is the policy of the Guide Corporation to perform maintenance work with its own employees, provided it has the 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. At times the Corporation does not deem advisable doing the work itself, and it must, as in the past, reserve to itself the right to decide whether it will do any particular work or let the work to outside contractors. This letter is not to be regarded as impairing that right in any way.

The Corporation hereby assures the Union that it has no plans to change its policy and that it expects to continue its general operating policy of placing primary reliance on its own skilled trades employees to perform maintenance work to the extent consistent with sound business practice, as in the past.

In this regard, we have seen the use of joint Management and Union work schedule and business

opportunity teams work very successfully in many of our locations. This approach has not only enhanced job security, but has allowed a better understanding as to the competitive challenges facing the parties. As such, each location is encouraged to establish a skilled trades subcontracting planning team involving both Management and Union representation who will review forecasted work schedules, including projects and jobs which may be subject to subcontracting, in order to develop the most efficient approach to the work to be performed. Plants who have experienced success with this approach have found that meetings scheduled weekly, if necessary, were most beneficial, and therefore such meetings should be scheduled accordingly at Guide plants.

The Corporation is genuinely interested in maintaining maximum employment opportunities for its skilled trades employees consistent with the needs of the Corporation. Therefore, in making these determinations, the Corporation intends always to keep the interests of Guide Corporation personnel in mind.

Very truly yours,

Robert H. Stearns
Vice President

[See Par. (42a), (183)(a) (b) (c) (d) (e)]

[See App. F1 - F2]

[See Doc. 32]

APPENDIX F-1

GUIDE CORPORATION

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the 2004 negotiations the Union discussed with the Corporation serious problems affecting the job security of employees resulting from contracting out of work.

During the course of negotiations, the Union complained that in certain instances the work force in maintenance and tool and die trades particularly was reduced through attrition and then work was contracted out to the point where there was insufficient manpower available within the plant to perform the work; and that in certain instances skilled trades employees were permanently laid off and new work which they had historically performed was contracted out for extended periods, instead of recalling these employees to their jobs. Similar complaints were made relative to work in the Corporation's engineering departments. In certain instances, the Union alleged that work historically performed in the Parts Division had been contracted

out accounting in part for the reduction in the number of employees in that division.

The essential elements in the complaints registered by the Union went to the question of job security.

During the 2004 National Negotiations, the parties reviewed the competitive advantage of Guide Corporation's talented skilled trades workforce. Discussed were the Union's concerns for the integrity of the apprenticeable trades, the job security of the skilled trades workforce, the content of skilled trades work assignments, and the status of work functions historically performed by the bargaining unit.

At times it is not practicable for the Corporation to do the work itself, and it must, as in the past, reserve the right to decide whether it will do particular maintenance, tool and die skilled trades work, or contract it out. The Union recognizes that in making such decisions the Corporation must consider among other things, the efficiencies and economies involved, the need for specialized tools and equipment, special skills and the necessity of meeting production schedules, model change and plant rearrangement deadlines.

In our discussions we agreed that employees' jobs should not be eliminated by reason of a practice of contracting out, and we agreed that existing employment opportunities of seniority employees should not be unnecessarily reduced by reason of management contracting out work. The Corporation, moreover, states that it is its policy to fully utilize its

seniority employees, under circumstances in which it is reasonable and practicable to do so, in the performance of work which they have historically performed to produce its product and perform its services.

While Guide Corporation intends to provide this opportunity to its skilled trades workforce, the parties agreed that prolonged schedules involving substantial overtime were not in the best interest of employees or the Corporation and, as a result, Guide Corporation must consider the availability of its skilled workforce when scheduling potential overtime. The parties are expected to work out acceptable means by which Management will have reliable information as to the hours employees will work when planning such work schedules.

Accordingly, the Corporation states that it will make a reasonable effort to avoid contracting out work which adversely affects the job security of its employees and that it will utilize various training programs available to it, whenever practicable, to maintain employment opportunities for its employees consistent with the needs of the Corporation.

Very truly yours,

Robert H. Stearns
Vice President

[See Par. (42a),(183)(a) (b) (c) (d) (e)]

[See App. F, F2]

• [See Doc. 32]

APPENDIX F-2

GUIDE CORPORATION

International Union, UAW
Solidarity House
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mr. Cal Rapson
Vice President and Director
Guide Department

Gentlemen:

During the current negotiations the parties discussed the special procedure for processing subcontracting grievances as provided by Paragraphs (42a) and (46).

The parties agreed that should the Director of the Guide Department of the International Union elect to handle such a case pursuant to Paragraph (42a) (2), and refer it back to the Appeal Committee for negotiation pursuant to Paragraph (117), such negotiations shall be limited to the issues defined in the written record of the case.

Very truly yours,

Robert H. Stearns
Vice President

[See App. F, F1]

APPENDIX I

New

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

During these negotiations, the parties agreed to the follow:

In any Plant on a shift where there are 30 or more skilled trades employees who are not represented by a District Committeeperson who is classified as a skilled trades employee, a Special Skilled Trades Representative may be selected to assist in handling skilled trades grievances.

Very truly yours,

Robert H. Stearns

Vice President

APPENDIX K

MEMORANDUM OF UNDERSTANDING JOB SECURITY (JOBS) PROGRAM

The Corporation and the Union are committed to enhancing the job security of Guide Corporation employees. Parties also recognize that such job security can only be realized within a work environment which promotes operational effectiveness, continuous improvement and competitiveness.

Accordingly, the parties have agreed to this JOBS Program and have pledged to work together, consistent with this Program and other provisions of the National Agreement to enhance the Corporation's competitive position.

The cornerstone of the JOBS Program is a commitment to pre-determined Secured Employment Levels (SELS), a series of SEL Benchmark Minimums, and protection against indefinite layoff for eligible employees as expressly provided herein.

I. SCOPE OF THE PROGRAM - The Corporation and the Union agree that:

(A) The secured employment levels (SELS) (i.e., numbers of eligible employees or positions covered by this Program as defined herein) initially shall be established as of the Effective Date

of the Agreement at each bargaining unit for skilled and non-skilled employees. The transfer of an employee between skilled and non-skilled will cause the SEL for the group receiving the employee to increase and the other group from which the movement occurred to decrease unless the movement occurred to satisfy the SEL, in which case the SEL will remain the same in each group.

SEL groups are set forth in Attachment C. The SELs for each Group will equal the sum of there respective Unit SELs.

(B) The initial Secured Employment Levels for each Unit shall be equal to the sum of: (1) the number of active employees with one or more years seniority at work and on roll in the Unit on the Effective Date; (2) the number of active employees with less than one year of seniority occupying SEL slots in the Unit on the Effective Date; and (3) the number of unfilled new hire obligations in the Unit as of the Effective Date due to the application of the outsourcing/new hire provisions of the 1996 – 99 Agreement, Appendix K (Article II(O)(2)(b.3). Such active employees will be SEL eligible and shall include employees not at work who are:

- (1)** on vacation,
- (2)** receiving bereavement pay,
- (3)** on jury duty,

(4) on any leave of absence of 90 days duration or less,

(5) on temporary layoff, and

(6) any other employee having a direct attachment to the active workforce.

(C) A series of SEL Benchmark Minimums will be established for each Unit on the Effective Date, representing projected SEL-eligible employment minimums as of the close of each calendar quarter beginning with the quarter ending June 30, 2000 through the quarter ending December 31, 2003. Each quarterly Benchmark shall be determined by subtracting from the immediately preceding SEL Benchmark an amount equal to .333% of the Unit's Initial SEL, so that the December 31, 2003 Benchmark shall equal 95% of the initial SEL. (If this calculation results in something other than a whole number, sequential rounding adjustments may be made to even out the calculations over the term of the Agreement).

(D) No employee will be laid off for any reason, other than described in I(E), if such layoff would cause the number of active employees in the unit to fall below the then current SEL or otherwise result in the layoff of one or more SEL eligible employees.

(E) Paragraph I(D) notwithstanding, an employee protected from layoff by the SEL may be laid off for any of the following reasons:

(1) volume related declines attributable to market related conditions as described in Document No. 4, JOBS Program - Volume Related Layoffs - SEL, not to exceed 42 weeks (inclusive of vacation shutdown weeks) over the life of the Agreement;

(2) acts of God or other, such reasons beyond the control of the Corporation;

(3) the sale of a part of the Corporation's operations as an ongoing business;

(4) the layoff of an employee recalled or reassigned to fill an opening known in advance to be temporary; or

(5) model change or plant rearrangement until the employee otherwise would have been recalled.

An employee impacted by any of the above reasons is, if otherwise eligible, covered by the appropriate Supplemental Agreements which are attached to the National Agreement as Exhibits.

(F) The number of employees protected by this JOBS Program will be the equivalent of the employees within the SEL who would otherwise have

been laid off as a result of any event other than those described in Paragraph I.

II. ADJUSTMENTS TO THE SEL AND SEL ELIGIBILITY - Following the initial determination of the SEL, it will be adjusted as follows:

(A) An employee shall become SEL-eligible for any of the following reasons at which point the SEL will be increased by one position for each such employee: (1) an employee in the active workforce, as defined by Paragraph I(B) who had less than one year seniority on the Effective Date of the Agreement who subsequently attains one year of seniority; (2) an employee with one or more years seniority is recalled, except if recalled to satisfy the SEL, and is actively at work, on vacation or receives pay in at least 26 weeks during any consecutive 52-week period ending after the effective date of the Agreement; (3) an employee with less than one years seniority is recalled, except if recalled to satisfy the SEL, who subsequently attains one years seniority and is actively at work, on vacation or receives pay in at least 26 weeks during any consecutive 52-week period ending after the effective date of the Agreement; (4) an employee rehired pursuant to Paragraph (64)(e), except if rehired to satisfy a SEL, who subsequently attains one years seniority and is actively at work, on vacation or receives pay in at least 26 weeks during any consecutive 52-week

period ending after the effective date of the Agreement; (5) an employee newly hired after the effective date of the Agreement who attains three years seniority; (6) an employee deemed to be eligible, recalled or newly hired in order to satisfy a SEL Benchmark Minimum. Notwithstanding the above, the National JOBS Committee is authorized to establish special mechanisms, including SEL eligibility provisions, for the purpose of attracting new work.

(B) The SEL will be reduced for the attrition of eligible employees who quit, retire, or die.

(C) The Group SELs established pursuant to Section I(A) will continue to equal the sum of their respective Unit SELs and will be adjusted in accordance with the addition or deletion of Units to the extent such transactions affect the sum of the respective Unit SELs.

(D) Unit SELs will be adjusted in the event of transfers of operations or consolidations between Units. The Unit SEL will be decreased by one at the transferring location and increased by one at the receiving location by the corresponding number of jobs involved in the transaction, unless otherwise agreed to by the National parties. Similarly corresponding adjustments will also be made to the SEL Benchmark Minimums of each affected unit.

(E) Each employee who leaves the bargaining unit for a permanent salaried position will be replaced immediately with no effect on the SEL by recalling an employee from layoff or from the Area Hire List, or by hiring a new employee if no such laid off employee is available. For each regular salaried employee returning to the bargaining unit, the SEL will be increased by one.

(F) SEL eligible employees off roll will maintain their eligibility upon reinstatement.

(G) (1) Following the last day of each month and within 15 days of the following month (SEL Benchmark Review), the number of SEL-eligible employees in each Unit shall be compared to the Unit's corresponding SEL Benchmark Minimum. Adjustments will be made consistent with the provisions of this Memorandum, and attrition replacement obligations will be fulfilled as set forth below.

(2) When the number of SEL-eligible employees exceeds the Benchmark Minimum, attrition will be replaced on a one-for-two basis by recalling employees on layoff in accordance with the procedure described in Section (3)(b) below.

(3) When the number of SEL-eligible employees would otherwise fall below the Benchmark Minimum, attrition will be replaced on a one-for-one basis by the following actions in order to

maintain eligible employment at the Benchmark Minimum:

(a) First, by allowing an ineligible active seniority employee at the affected facility to become eligible.

(b) Second, by recalling a seniority employee from layoff from the facility, or rehiring an employee with a Paragraph (64)(e) rehire right, or from the Area Hire list.

(c) Or third, by hiring new employees up to the net number of jobs outsourced minus those insourced (as defined in Appendix L of the Agreement and determined by the National Committee) subsequent to the Effective Date. Such positions will be filled on a SEL Group basis (or Unit if applicable) no later than ninety (90) days following the SEL Benchmark Review, except when the affected Unit is encountering market-driven, volume-related layoffs.

(4) Notwithstanding the above, the net outsourcing/new hire obligation provided in Section (3)(c) above shall be activated earlier than required therein if and when the number of SEL-eligible employees is less than the greater of: (1) the SEL Benchmark Minimum for the quarter; or (2) 95% of the Unit's Baseline SEL under the 1996 Agreement.

(5) If, after fulfilling the above requirements, subsequent attritions would cause the number of SEL-eligible employees to fall below the Unit's Benchmark Minimum, attrition will be replaced on the following basis:

(a) When the number of SEL-eligible employees is greater than 90% but less than 100% of the Benchmark Minimum, one (1) new employee will be hired for each three (3) attritions.

(b) When the number of SEL-eligible employees is greater than 80% but less than 90% of the Benchmark Minimum, one (1) new employee will be hired for each two (2) attritions.

(c) When the number of SEL-eligible employees is below 80% of the Benchmark Minimum, one (1) new employee will be hired for each one (1) attrition.

(d) Such positions will be filled on a SEL Group basis (or Unit if applicable) no later than ninety (90) days following the SEL Benchmark Review, except when the affected unit is encountering market-driven, volume-related layoffs.

(6) Employees recalled, hired, or rehired to fulfill the above obligations may be assigned within their Unit at Management's

discretion, subject to applicable seniority provisions of the Agreement.

(7) In the event new hire obligations required in Subsection (1)(c) above are fulfilled through the placement of new employees at a Unit within the Group other than the one at which the obligations were created, the SEL for the respective Units will be adjusted on a one-for-one basis, by reducing the SEL at the Unit where the openings occurred by the number of new hire fulfillments and correspondingly increasing the SEL(s) at the Unit(s) where the new hires were placed. Similarly, offsetting adjustments will also be made to the SEL Benchmark Minimums of each affected Unit.

(H) If on the evaluation date the SEL number results in less than a whole number, the Engineering Method of Rounding will be used to determine the SEL.

(I) Notwithstanding the above, SEL Benchmarking Minimums will not be established for a facility determined to be closing.

III. JOB SECURITY AND OPERATIONAL EFFECTIVENESS – In recognition of the fact that job security can only result from joint efforts to improve operational effectiveness, the Corporation and the Union agree that:

(A) For a period commencing with the Effective Date of this Memorandum of Understanding and for the life of the current Agreement, no employee within the SEL will be laid off as a result of any event other than those described in Paragraph I(E).

(B) An employee whose regular job is eliminated will be placed pursuant to the applicable provisions of the National Agreement and Local Seniority Agreement,

(C) The number of employees protected from layoff due to the JOBS program will be that determined in Paragraph I(F). Each Protected employee will be identified by application of the Local Seniority Agreement provisions as if such job security were not provided.

(D) If an event, other than those described in I(E), would otherwise cause the number of active employees in a unit to fall below the then current SEL, the employees so protected, as provided for in I(D), will be placed on Protected employee status. The Parties recognize that events, other than those described in I(E), may occur during the course of this Agreement that will cause the number of SEL eligible employees to exceed the Corporation's production requirements. The parties further recognize that the scope of this program requires flexibility with regard to the assignment of such Protected employees and the selection of employees

for training. In this regard, the Local JOBS Committee (described in Section IV, below) will insure that assignments are made on a basis consistent with the seniority provisions of the Collective Bargaining Agreement and Local Seniority Agreement while meeting plant needs, minimizing work force disruption and enhancing the personal growth and development of employees. After a decision by the Local JOBS Committee a Protected employee may be (1) placed in a training program, (2) used as a replacement to facilitate the training of another employee, (3) placed in a job opening at another Guide Corporation plant provided there is no employee on layoff from that plant with a seniority recall or Paragraph (64)(e) rehire right applicant who has not been offered a job at that plant, (4) given a job assignment within or outside the bargaining unit which may be non-traditional, (5) placed in an existing opening or (6) given other assignments consistent with the purposes of this Memorandum of Understanding.

(E)(1) Notwithstanding the above, an available Protected employee may be placed on the Area Hire list by Management for selection to an available opening at another location within the area. The number of such Protected employees made available for placement cannot exceed the number of Protected employees who have been laid off for the duration of the 42 week volume-related layoff limit (inclusive of vacation shutdown weeks). Protected

employees will be made available for Area Hire placement in inverse seniority order.

(2) A location that has no one on layoff with a seniority recall or Paragraph (64)(e) rehire right may fill a job opening with an available Protected employee from another location within the Area Hire Area pursuant to Paragraphs M(1) and (2), or an Area Hire applicant who has not been offered a job in the Area Hire Area.

The SEL will be reduced by one at the plant from which the employee is transferred and increased by one at the plant to which the employee is transferred, unless the transfer satisfied the SEL, in which case the SEL will remain the same at both plants.

An available Protected employee transferred permanently to another location may remain at the secondary location until at the employee's home location (1) there is an available opening in the regular active workforce to which the employee is entitled, or (2) the employee is recalled to Protected employee status, or (3) the employee is laid off from the secondary plant, at which time the employee will return, seniority permitting, to the active workforce.

(F) Efforts of the local parties to improve operational effectiveness will be encouraged and supported by the national parties including, as

may be appropriate, approval of requests to waive, modify or change the National Agreement.

(G) A Protected employee will continue to receive their regular straight time hourly rate of pay. In the event a Protected employee is assigned to another classification, the employee will receive the rate of pay as provided by the Local Wage Agreement.

(H) Protected employees' assignments will be considered temporary and not subject to provisions governing permanent filling of vacancies or the application of shift preference, except for assignments to fill openings resulting from volume increases. Experience gained from these temporary assignments will not be used to advantage such Protected employee over other employees for selection to fill permanent vacancies, nor will the Protected employee gain seniority under Paragraph (62) of the National Agreement from such assignments.

(I) An employee replaced by a Protected employee will receive their regular straight time hourly rate of pay, and will be returned to the same classification and job assignment upon completion of the replaced employee's assignment. In the event the employee has insufficient seniority to return to the formerly held classification, the

employee will be placed pursuant to the applicable provisions of the Local Seniority Agreement.

(J) If an employee would have been transferred pursuant to Paragraphs (63)(a)(1), (63)(a)(2), (63)(b) of the National Agreement or placed in an Apprentice program were it not for participation in a training assignment provided by this program, the employee will be transferred to this classification upon completion of the training assignment. In the event the employee would have been selected for an E.I.T. or Apprentice assignment the employee's date of entry will be adjusted as if the employee's assignment had not been delayed.

(K) A replaced employee returned to a job assignment under this Program will be credited with all overtime hours the employee worked while out of the equalization group, but not with the overtime hours the employee would otherwise have worked in the group had the employee not have been replaced by the protected employee.

(L) A training assignment will be voluntary on the part of an employee being replaced by a protected employee, unless such training is to develop or improve technical skills relevant to the employee's current job assignment or anticipated future job needs.

(M) No Protected employee will be temporarily assigned to a job outside of the bargaining unit except on a voluntary basis, subject to the direction of the National Committee. Permanent transfers of Protected employees outside the bargaining unit to other Guide-UAW represented plants within the Area Hire Area will be handled as follows:

(1) Management may place a Protected employee's name on the Area Hire a list. The number of names so placed may not exceed the number of employees who have been laid off for the duration of the 42 week volume-related layoff limit (inclusive of vacation shutdown). Protected employees will be made available for Area Hire placement in inverse seniority order. Thereafter, such employees may be selected in seniority order to available jobs at other locations. The Seniority used by a skilled trades employee in administering these provisions will be the employee's date of entry or journeyman date.

(2) A Protected employee who is transferred permanently out of the Area Hire Area in accordance with this paragraph, or if so transferred later accepts a recall or rehire at a former location, will be eligible to receive a relocation allowance and other relocation services as provided in Paragraphs (96a) (1), (2), (3), (4), (5) and (6) of the National Agreement. A Protected employee temporarily transferred out of the Area Hire Area who does not

change permanent residence as a result of the transfer will receive reasonable transportation and living expenses for the duration of the assignment. Any problems connected with the above may be raised with the National Committee.

(N) In the event there is an opening due to a volume increase, the available Protected employee with the highest seniority will be placed in this opening, unless the Local Committee determines the employee should first complete the employee's current assignment. If seniority employees are on layoff from that plant, a number of such employees, equivalent to the number of Protected employees placed in openings due to volume increases will be recalled from layoff. A protected employee transferred to another GM plant due to a volume increase who is subsequently laid off from the secondary plant due to a volume decrease will be returned to available opening at the employee's home plant, seniority permitting.

(O) A layoff caused by an event described in Paragraph I(E) will have no impact on the number of Protected employees except for an employee who is protected from a layoff attributable to a market related volume decline in excess of 42 weeks (inclusive of vacation shutdown weeks). In those instances, Protected employees, having the least seniority, will be laid-off and replaced by an equivalent number of greater seniority employees

who would otherwise have insufficient seniority to remain in the plant.

(P) In the event the Local or National Committee determines that the number of Protected employees exceeds the number of expected openings at the plant or in the Area within the next succeeding 12 months, special programs as set forth in Attachment A may be triggered upon prior approval of the National Committee. Thereafter, to the extent the number of Protected employees is still in excess of expected openings, such employees, under the direction of the National Committee, may be transferred out of the area pursuant to Paragraph (M). The National Committee may also explore the extension of Attachment A to other locations to create job opportunities for excess Protected employees within the Area Hire area.

(Q) Earnings, including wages and wage related payments, received by employees while on Protected employee assignments, will be charged against the maximum liability amount. The cost of benefits and other payments made or incurred on behalf of Protected employees, specifically, health care (including dental and vision), group insurance, pensions, legal services, training fund contributions, and FICA will be charged against the maximum liability amount. Moving allowance payments and the cost of benefits provided under Attachment A of this Memorandum of Understanding will not be charged

against this liability. Earnings received and the cost of benefits and other payments made on behalf of Protected employees while assigned to fill permanent job openings resulting from volume increases or assigned to other regular and productive work (e.g., absentee replacements) will not be charged against this liability.

(R) Charges against the Corporation's liability will commence with the first payments made to Protected employees and will continue until the maximum liability is reached or the expiration of the Program as provided in this Memorandum of Understanding, whichever occurs first. The records of such charges will be maintained by the Corporation and will be available to the Union at appropriate times.

IV. ADMINISTRATION OF THE JOBS PROGRAM - The Corporation and Union agree that:

(A) At each bargaining unit covered by the current Guide-UAW National Agreement, a Local JOBS Committee will be established to administer the Program.

(B) The membership of the Committee will consist of the local Plant Manager, and other representatives selected by management; the local Union President, if a Guide Corporation employee, and the Shop Committee.

(C) The duties of the Local Committee will be:

(1) Review local accessions and separations relative to the Unit Secured Employment Level (SEL) and the number of Protected employees.

(2) Review the number and status of the available Protected employees on a monthly basis, specifically noting the impact on this group of attrition, volume and future manpower requirements.

(3) Monitor the initial placement of an employee who is within the SEL and who returns to work following an event covered in Paragraphs I(B) and I(E).

(4) Monitor the placement of Protected employees. In this regard consideration should be given to both the nature and duration of the assignment following the guidelines contained in Section III of this Memorandum of Understanding. Coordinate with the National Committee the placement of an employee outside the Area Hire as defined in Appendix A Memorandum of Understanding Employee Placement.

(5) Monitor permanent layoffs caused by the events described in I(E).

(6) Participate in discussions regarding sourcing decisions as outlined in Appendix L of the current Guide-UAW National Agreement on the subject of Sourcing.

(7) Participate in discussions regarding the introduction of new or advanced technology as provided in the Statement on Technological Progress contained in the current Guide-UAW National Agreement.

(8) Review attrition and changes in the workplace. As required, develop plans to replace attrition, including the use of hires or rehires, to meet operational needs when other appropriate placement sources have been exhausted. Consistent with guidelines regarding SEL Program Administration, the local parties are required to report monthly that appropriate communications have taken place; upon the request of the National Committee, the local parties may be required to provide detailed information to support their monthly joint reports.

(9) Review the manpower requirements of forward product, facility and business plans, maintaining the confidentiality of the material being evaluated.

(10) Plan and coordinate the assignment of Protected employees in their home plant, the relocation of Protected employees to other plants in the area and the application of special

programs to Protected employees and active work force employees as described in Attachment A to this Memorandum of Understanding.

(11) Authorize non-traditional work assignments for Protected employees where practicable both within or outside the bargaining unit.

(12) Review any complaint regarding the administration of the JOBS Program. Refer unresolved complaints to the National Committee. The National Parties will limit the review of complaints to those raised, in writing, within 60 days of the SEL Benchmark Review or other event giving rise to the complaint unless the time limit is waived by the National Committee. Only those matters governing the size of the SEL-eligible population, the number of Protected employees, the SEL; or the treatment of a Protected employee as set forth in Section III of this Memorandum of Understanding will be subject to the Grievance Procedure. Such grievances will be filed at the Second Step of the grievance procedure. All other unresolved complaints will be settled expeditiously between the parties at the National level.

Disputes arising from the following matters may be submitted within fifteen (15) days of a SEL Benchmark Review to the Vice President and Director of the UAW Guide Department and the Vice President-Industrial Relations, Guide Corporation: (1) market-driven,

volume-related layoffs; and (2) new hire obligations required pursuant to Section II(G). If unresolved, the dispute must be appealed to the Arbitrator within thirty (30) days of receipt of the appeal. The Arbitrator's decision shall be final and binding on the parties, and the Arbitrator shall have the authority to enforce such decision, including the authority to order the Corporation to hire new employees required under Section II(G).

(13) Jointly coordinate appropriate local training activities, working closely with the Local Joint Activities Committee and the Executive Board-Joint Activities to ensure that quality, cost efficient training is provided and appropriate funds are secured from both within Guide Corporation and from external sources.

(14) Jointly develop and initiate proposals to improve operational effectiveness to secure existing jobs, and to attract customers and additional business thus providing additional job opportunities. When required, secure necessary approvals from the bargaining unit membership and the national parties.

(15) Make recommendations to the National JOBS Committees, as appropriate, regarding any aspect of the JOBS Program. This may include any aspect of the contractual relationship between the Corporation and the Union that is

relevant to the duties of the Local JOBS Committee; e.g., Appendix A, Appendix L, and Paragraphs (59), (69), and (96) of the current Guide Corporation-UAW National Agreement.

(16) Ensure that SEL funds are used solely for the purposes for which the Program provides protections, as specified in Section I (C) of this Memorandum of Understanding.

(D) A National JOBS Committee will be established at the Corporation-International Union level consisting of up to three (3) representatives selected from the Corporation and up to three (3) representatives selected by the Vice President, Director of the Guide Department, UAW.

(E) The National Committee will be responsible to the Executive Board-Joint Activities Council and will meet periodically as required to:

(1) Monitor the efforts of the Local Committees.

(2) Maintain liaison with the Joint Skill Development and Training Committee Activities Council to coordinate: (a) placement efforts for protected employees, (b) assessment and training programs and (c) funding through the Joint Skill Development and Training Activities Council Committee.

(3) Approve Local Committee efforts to improve operational effectiveness and coordinate these actions when appropriate.

(4) Coordinate, where applicable, the execution of Special Programs described in Attachment A as well as the placement of Protected employees. For example, where a permanent loss of jobs has occurred or is scheduled for a location, the parties may discuss transfer of employees to another location; such a transfer could be in advance of the scheduled job loss, if it could be accomplished without adversely affecting quality and operating efficiency.

(5) Act on requests from Local Committees to waive, modify or change National Agreement provisions when such action would result in the preservation or increase of job opportunities. Such requests will be presented to the Executive Board - Joint Activities Council for approval and will be countersigned by the Vice President and Director of the GM Department of the International Union and the Vice President Industrial Relations - Guide Corporation.

(6) Make quarterly reports to the Executive Board-Joint Activities Council and periodically to Union and Guide Corporation leadership regarding the operation of the Program.

(F) The National JOBS Committee is specifically empowered to periodically review and evaluate the operation of this Memorandum of Understanding and make mutually satisfactory adjustments to its provisions during the term of this Memorandum.

V. FUNDING - The Corporation and International Union agree that:

Notwithstanding the commitments set forth in this Memorandum of Understanding, the Corporation's total financial liability for the cost of the JOBS Program, to be calculated as agreed between the parties, shall not exceed \$35.42 million during the term of this Memorandum of Understanding, adjusted by any amounts shifted between the JOBS and SUB funds. In the event this liability is reached, Protected employees will be subject to layoff. Thereafter, to the extent that layoffs of such employees are required, the provisions of the Local Seniority Agreements will apply and eligible employees will receive benefit treatment in accordance with the Supplemental Agreements attached to the Guide-UAW National Agreement then in effect.

VI. EFFECTIVE DATE - TERMINATION DATE The Corporation and the International Union agree that:

(A) This Memorandum of Understanding will become effective at each bargaining unit covered by the current Guide-UAW National Agreement, on the Effective Date of this Agreement.

(B) This Memorandum of Understanding shall expire with the expiration of the current National Agreement.

VII. In accordance with the provisions of Appendix K of the 2004 UAW-Guide National Agreement, the National Jobs Committee has granted a temporary waiver of the replacement provisions contained in the Job Security Program.

The National Jobs Committee will meet on a regular basis to review the employment and attrition situation at the Guide-UAW locations to determine when the suspension will no longer be required, but in no event to extend beyond the term of the 2004 UAW-Guide National Agreement.

International Union, UAW Guide Corporation

Cal Rapson

Richard Ruppert

Garry Bernath

Robert H. Stearns

William H. Edwards

Tobin Truex

[See Par. (33), (65), (66)(a), (153)]

[See Doc. 4]

[See Statement on Technological Progress]

Appendix K

ATTACHMENT A MEMORANDUM OF UNDERSTANDING

The National JOBS Committee may, from time to time and for specified periods, authorize the following Special Programs for designated eligible employees or may approve requests from Local JOBS Committees for implementation of such Programs. Employees must apply within the application period determined by the local parties and approved by the *National JOBS Committee*.

SPECIAL PROGRAM #1

JOBS VOLUNTARY TERMINATION OF EMPLOYMENT PROGRAM

The JOBS Voluntary Termination of Employment Program (VTEP) provides a guaranteed lump-sum benefit payment subject to the conditions and *limitations contained herein*. This Program is applicable to an employee with at least one year of seniority who is at work or is a Protected employee on or after the effective date of the Agreement.

Description of Program Benefits

Years of Seniority As of Application Date	\$ Amount	Allocation Period (Months)
1 but less than 2	15,000	6
2 but less than 5	21,000	9
5 but less than 10	37,000	15
10 but less than 15	47,000	19
15 but less than 20	62,000	25
20 but less than 25	67,000	27
25	72,000	29

The maximum gross amount of the benefit payable under this Program is \$72,000 for employees with 25 or more years of seniority.

In no event, however, shall the amount of a VTEP payment provided under this Program exceed such amount permissible under the Employee Retirement Income Security Act of 1974 (ERISA).

An employee who accepts a VTEP payment shall be provided with basic health care coverage for a period of 6 months dating from the end of the month following the month in which the employee last worked.

An employee eligible for an immediate pension benefit under the Hourly Rate Employees Pension Plan, at the time of his/her break in service (due to participation in a VTEP), shall upon completion of

the Allocation Period and application for a pension benefit under the Hourly Rate Employees Pension Plan become eligible for post retirement health care and life insurance on the same basis as other retirees. For purposes of applying the terms of the Hourly Rate Employees Pension Plan, such employees shall not be treated as deferred vested by reason of their participation in a VTEP.

VTEP Payment Offsets

Any VTEP payment to an eligible employee will be reduced by the employee's outstanding debts to the Corporation or to the Trustees of any Guide Corporation benefit plan or program, including any unrepaid overpayments to the employee under the SUB Plan, Exhibit D to the Collective Bargaining Agreement.

Effect of Receiving VTEP Payment

An employee who accepts a VTEP payment shall (i) cease to be an employee and shall have his/her seniority broken at any and all of the Corporation's Plants or other locations as of the last day worked subsequent to the date his/her application for a VTEP payment is received (termination date), (ii) shall have cancelled any eligibility the employee would otherwise have had for a Separation Payment and/or Redemption Payment under Exhibit D-1 to the Collective Bargaining Agreement, (iii) shall not be

eligible to receive a mutual satisfactory retirement benefit under the Hourly Rate Employees Pension Plan, and (iv) shall not be permitted to retire under the Hourly Rate Employees Pension Plan for the number of months of the allocation period following the termination date.

An employee who receives a VTEP payment, and who is subsequently reemployed by Guide Corporation will not be eligible for any future VTEP payments until the employee has 5 or more years seniority following such re-employment. No seniority used to determine the amount of a previous VTEP payment shall be used in determining a subsequent VTEP payment.

SPECIAL PROGRAM #2

JOBS PENSION PROGRAM

General

The JOBS Pension Program provides pension benefits unreduced for age, payable under the Hourly Rate Employees Pension Plan (Exhibit A to the Collective Bargaining Agreement) subject to the eligibility terms and conditions contained in such Pension Plan, and further subject to such terms and conditions contained herein. This Program is applicable to employees who are at work or is a Protected employee, on or after the effective date of the Agreement.

Description of Program Benefit

An offer of Mutually Satisfactory retirement may be extended under this JOBS Pension Program to an eligible employee between the ages of 55 and 61 who has 10 or more years of credited service under the Hourly Rate Employees Pension Plan. Such retirement would provide unreduced basic benefits for the life of the retiree, temporary benefits payable until age 62 and one month (or if earlier, receipt of Social Security disability benefits), and any supplements they may be entitled to based on the provisions of the Hourly Rate Employees Pension Plan and the employees' age and credited service. The annual earnings limitation provisions of the supplements shall not be applicable to any mutually satisfactory retirement.

[See Doc. 4, 64]

Appendix K

ATTACHMENT B MEMORANDUM OF UNDERSTANDING GOALS AND OBJECTIVES OF JOB SECURITY AND OPERATIONAL EFFECTIVENESS

The Corporation and the Union recognize that quality and operating efficiency are inextricably wed to job security, and that a high level of quality and operating efficiency requires mutual respect and recognition of each other's problems and concerns. Accordingly, in

addition to the Local JOBS Committee's responsibilities for the JOBS Program and participation in discussions provided in related Letters of Understanding, each committee will focus on cooperative efforts toward our common goal to improve the effectiveness of operations and remove barriers to improvements, increase job opportunities and fully utilize the workforce. The local committees will jointly develop a plan through an exhaustive analysis of the location's operational efficiency.

Within six months of the effective date of the Agreement, each Local JOBS Committee will review with Guide Management and the International Union the overall competitiveness of the location's products and their plans indicating actions, and/or changes needed to improve quality and efficiency at their location and to stimulate job security of the existing workforce and attract new work. Such plans must then be approved by the established National Job Security and Operational Effectiveness Committee.

At the national level, the Committee will have an equal number of Union and Corporate representatives designated by the Guide Corporation Vice President - Industrial Relations and by the Vice President and Director of the GM Department, International Union, UAW.

The National Committee will oversee implementation and administration of these Job Security and

Operational Effectiveness Plans. Members of the National Committee will meet jointly with Local Committees to discuss the importance of job preservation and job creation, the reasons for the commitment to increase operational efficiency, suggest possible topics for consideration, and encourage good-faith efforts to develop and implement meaningful local plans.

The National Committee will be available on an ongoing basis as a resource to Local Committees and will review progress at the local level at least on an annual basis.

In these efforts, it is recognized that a great deal of initiative and imagination will be required by the local parties. While not intended to limit such innovation, the following are examples of appropriate areas the local parties may address:

- 1) identification of investments in the facility or equipment necessary to improve product quality or operational effectiveness;
- 2) the establishment of a team concept and/or pay-for-knowledge wage structure;
- 3) the identification of non-labor cost savings and efficiencies;
- 4) procedures and plans to review past outsourcing and outside contracting decisions, and

identify opportunities for insourcing and new business;

5) the examination of new forms of work organization, such as job assignments relating to Just-in-Time or other quality enhancement systems;

6) procedures to review supervisory staffing and support for the initiatives in this Job Security and Operational Effectiveness section of the JOBS Program;

7) a realignment in skilled classifications to a number of appropriate basic trades to support the needs of the operation or location;

8) the implementation of skilled trades team concepts;

9) initiatives to reduce chronic absenteeism;

10) procedures for improved access by the Local Joint Committee to product plans and other information affecting employment security and operational effectiveness, assuring confidential treatment of such information;

11) the establishment of work standards on operations that fully utilize employees;

12) the examination of alternative work schedules which provide greater employment opportunities.

Efforts of the local parties to improve operational effectiveness may require change or waiver of certain agreements or practices. It is understood that any such waivers, modifications or changes would not be effective unless agreed to by the local parties involved and approved in writing by the Guide Corporation Industrial Relations Staff and the Guide Department of the Union. Such changes would be effective only at the location(s) specifically designated.

[See Par. (82)]

[See CSA #11]

Appendix K

ATTACHMENT C

SEL GROUPS

GROUP	CISCO	PLANT
1	25930	Guide Anderson
2	25920	Guide Monroe

APPENDIX L

SOURCING

During these negotiations, the Union raised numerous concerns about the Corporation's sourcing actions and the impact on employment opportunities. To that end, the Corporation will work with and assist the Union at both the Local and International levels to preserve jobs, replace jobs which may be lost by outsourcing action and to create jobs for Protected employees and laid off employees. It is an objective of the Corporation to grow the business and to continue to rely upon its employees and facilities as the source of its products. During the life of the current Agreement, the Corporation will advise, in writing, the International Union and Local Union of any outsourcing including the number of potential jobs affected. Data regarding incoming and outgoing work will be given in writing on a quarterly basis to the International Union. In this manner, the parties can judge the success of mutual efforts toward improved job security. The Corporation agrees to incorporate the procedures and structure outlined herein when making sourcing determinations during the current Agreement.

The rationale for sourcing actions will consider the criteria of quality, technology, cost, timing, statutory requirements, occupational and related environmental health and safety issues, the impact on long-term job stability, the degree to which the Corporation's

resources can be allocated to further capital expenditures, and the overall financial stability of affected facilities, and the impact on related facilities. Other factors considered by the Corporation before a final sourcing decision is made will include the effect on employment, and job and income security costs, on both a short and long-term basis. Such criteria shall give equal weight to the full impact of a sourcing action on Guide Corporation-UAW represented employment levels and the job and income security of Guide-UAW represented employees. The National parties will jointly further develop the above criteria to be used to address sourcing issues. Only appropriate return on investment and burden will be considered.

Following the development of the sourcing criteria, the parties may form a joint task force to ensure full implementation of such criteria throughout the Corporation and, on an as needed basis, to address any specific sourcing areas of concern identified by the International and Local Union. Pertinent criteria will be applied consistently in comparisons of internal and external supply capability. The International and Local Union will be provided full and timely access to all appropriate data, including financial information, that is pertinent to evaluate product competitiveness and contemplated sourcing. The Union agrees to keep all such information confidential until the Corporation consents to its release. Further, in this regard, the plant Chairperson

will designate in writing those Union representatives who will have access to the quote package and related information.

If the Local Committee cannot resolve a sourcing issue, it may file a grievance at the second step of the grievance procedure.

In addition, the following specific commitments have been made to address sourcing-related job security concerns of UAW members:

1. Insourcing

The Local JOBS Committee will discuss the practicality of insourcing, in whole or in part, work previously outsourced or new work which the Committee identifies as that which might be performed competitively within the location based on the criteria outlined above.

If it is established that certain work can be performed competitively judged by the above criteria, such findings will be presented to management will adopt the Committee's proposal and barring unique or unforeseen circumstances, bring the work in-house. The Union shall thereafter obtain any necessary approval or ratification within 30 days of the decision to bring the work in-house.

2. Outsourcing

Outsourcing as used herein means the Corporation's sourcing of work from Guide/UAW

locations, including work connected with current, new or redesigned component products.

When the quoting process begins, the local Union at the affected location(s) will review and have access to the entire request for quotation package for this work along with cost book information. Upon receipt of this package at the plant, the Chairperson and the Personnel Director will indicate on the accompanying notice (Notice of Potential Outsourcing) that the information has been received. This notice will include a description of the work involved and will be sent to the Vice President and Director of the Guide Department of the UAW, and to the Vice President of Industrial Relations of the Corporation.

Following receipt of the request for quotation package (or in the infrequent instances where a quote package is not utilized), the local parties will have the opportunity to jointly develop a plan to perform the work competitively, judged by the criteria listed earlier in this Appendix. The local Union will be provided full and timely access to all appropriate data, including financial information that is pertinent to evaluate product competitiveness and the potential sourcing action. Prior to submission of the initial quote response, the information contained therein will be reviewed by the local parties.

At the close of the quoting process, the local parties will be advised in writing of the most

favorable quote response which best meets customer requirements and the terms and conditions contained therein. If this quote response is other than the one submitted by the Local Union, a written notice will be issued to the Chairperson which includes the reason for the potential outsourcing, the quote price from the affected location, if applicable, the terms and conditions of the most favorable quote response, the potential jobs impact, and the anticipated impact date. Thereafter, the local parties will be given an additional 30 days, or longer when possible, to meet the terms and conditions of the quote response referenced above. A copy of this notice will be sent to Vice President of Industrial Relations of the Corporation and the Vice President and Director of the Guide Department of the UAW.

If it is established that the work can be performed competitively, judged by the criteria listed earlier in this Appendix, Management will, barring unique and unforeseen circumstances, keep the work in-house. The Union shall thereafter obtain any necessary approvals or ratification within 30 days of the decision to keep the work in-house.

The sourcing authority will not enter into a contractual relationship with a supplier until such time as the designated management representative of the impacted location provides written verification that the above notification procedure and discussion by the JOBS Committee, has taken place.

Additionally, International and the Local Union input will be sought by the Corporation as early as possible in the outsourcing decision-making process in order to allow for more thorough discussion and to permit the parties to better assess the impact of outsourcing on the long-term job stability of employees and the financial viability of given Corporate locations.

The Corporation agrees to a full disclosure to the International and Local Union of the procedures utilized in sourcing activities.

3. Temporary Outsourcing

The National Parties agree that temporary outsourcing is not intended to provide a means for circumvention and abuse of the normal outsourcing notification procedures outlined in this Agreement. Outsourcing notices issued for temporary situations such as: breakdown of machinery or equipment, plant rearrangement and/or modernization, spot buys, model changeovers, and factory assists, etc., will be incorporated in the Quarterly Sourcing Report. By incorporating these occurrences in the Quarterly Sourcing Report, it is mutually understood that legitimate temporary outsourcing will not be considered in determining the Corporation's hiring requirements, pursuant to Appendix K, due to the scheduled return of the outsourced work.

The National Parties will monitor all temporary outsourcing to assure the return of such work in a timely fashion in keeping with the intent of this Appendix and Appendix K.

Beginning with the effective date of this Agreement, Temporary Outsourcing Notices which remain open 30 days beyond the date the work was projected to be returned will be converted to permanent notices and the manpower associated with the work will be counted in the Net Sourcing calculation under Appendix K. Upon return of the work after a notice has been converted to permanent status, a notice of insourcing will be issued to the impacted location.

The Parties understand that circumstances do arise wherein the projected return date of temporarily sourced work legitimately requires an extension and the above provisions are not intended to create Appendix K liabilities in those circumstances.

Any questions or problems that may arise relative to the meaning and intent of this understanding will be reviewed and resolved by the National Parties on a case-by-case basis.

4. Future Product Sourcing

International and Local Union input to early sourcing decisions will be sought by the Corporation.

In that regard, the International and Local Union will be notified in writing of the development of any redesigned component product or that a new subsystem or component part is being initiated as a concept.

The implementation of this process should provide the parties with the mechanism to take advantage of every opportunity to use internal resources and to create jobs for Protected employees.

To communicate this new sourcing procedure, the parties agree to conduct joint training seminars as necessary with designated local management and union participants and Corporate International Union participants.

The commitments expressed in this Appendix are intended to contribute significantly to our cooperatively working together to provide Guide Corporation employees in the United States improved job security by growing the business and providing employment opportunities.

MEMORANDUM OF UNDERSTANDING ON OVERTIME

Introduction

The parties recognize that the manufacturing operations of the Corporation are highly and completely integrated. An interruption at one stage of the production process, whether during the regular work day, work week, or overtime or other premium hours, can, and probably will, cause costly interruptions of the process at earlier and/or later stages. This Memorandum represents an accommodation between the needs of the Corporation and the rights of individual employees to decline overtime work on occasion for a variety of individual and personal reasons.

The parties have earnestly sought during negotiations resulting in the contract dated today, feasible steps that the Corporation might take in scheduling overtime work to provide employees an opportunity to accept or decline work opportunities during such periods, and have reached the following understanding which shall constitute a supplement to the National Agreement.

In order to accommodate the scheduling of overtime in a manner compatible with changing production requirements, while preserving the right of employees to decline overtime, Local Plant Management will make an election once each model year to schedule overtime operations in accordance with Plan A or Plan B below.

PLAN A

1. Daily Overtime

Hours in excess of nine (9) hours worked per shift shall be voluntary, except as otherwise provided in this Memorandum of Understanding, for an employee who shall have notified Management in accordance with Paragraph 8.

2. Saturday Overtime

Employees may be required to work Saturdays; however, except as otherwise provided in this Memorandum of Understanding, an employee who has worked two or more consecutive Saturdays may decline to work the following (third) Saturday provided (a) the employee shall have notified Management in accordance with Paragraph 8, and (b) the employee has not been absent for any reason (excluding absences for which pay is received under Paragraphs [194], [218] and [218b]) on any day during the week preceding the Saturday. Absences excluded under Paragraph (194) must be excused. For purposes of this Paragraph, Saturday work shall not include hours worked on Saturday by employees regularly scheduled to work Saturday or any portion thereof as the normal fifth day worked such as (i) an employee whose shift starts Friday and continues into Saturday, or (ii) an employee who is assigned to work on No. 1 Shift (Midnight) operations regularly

scheduled to start with the No. 1 Shift (Midnight) Tuesday.

3. Sunday Overtime

Except as otherwise provided in this Memorandum of Understanding, overtime work on Sundays shall be voluntary and employees may decline to work Sunday; provided that (a) the employee shall have notified Management in accordance with Paragraph 8, and (b) the employee has not been absent for any reason (excluding absences for which pay is received under Paragraphs [194], [218] and [218b]) on any day during the week preceding such Sunday, except for a Saturday which employee declined to work pursuant to Paragraph 2 above. Absences excluded under Paragraph (194) must be excused. For purposes of this Paragraph, Sunday work shall not include those hours worked on Sunday which are part of an employee's normal five-day work week (Sunday P.M. through Friday A.M.)

PLAN B

4. Daily Overtime

Daily hours in excess of ten (10) hours worked per shift and Saturday hours in excess of eight (8) hours per shift shall be voluntary, except as otherwise provided in this Memorandum of Understanding.

5. Saturday Overtime

Management shall have the right to designate, during a model year period, beginning at the completion of the model launch exemption period stated in Paragraph 10 below, and ending two weeks preceding the announced model build-out, six Saturdays as non-voluntary overtime work days. All other Saturdays are voluntary, except as otherwise provided in this Memorandum of Understanding, and employees may decline to work any other Saturday during such model year, provided (a) they shall have notified Management in accordance with Paragraph 8, and (b) they have not been absent for any reason on any day during the week preceding any Saturday which they elect not to work (excluding absences for which pay is received under Paragraphs [194], [218] and [218b]). Absences excluded under Paragraph (194) must be excused.

6. Sunday Overtime

The provisions of Paragraph 3 shall apply.

7. This Memorandum of Understanding shall not apply to employees working on what are normally classified as seven (7) day operations. The International Union may bring to the attention of the Corporation any overtime problems connected with employees on such operations.

8. Notice

With respect to all voluntary hours provided for in this Memorandum of Understanding in a given week, the employee may decline to work such hours if the employee notifies the employee's supervisor on a form to be provided by Management before the end of the shift on the preceding Wednesday provided the employee has been notified of the overtime schedules for such week not later than the preceding day. If the employee is not so notified, the employee shall give such notice to the employee's supervisor before the end of the shift following the day of such notice, provided that if the employee is not so notified until the week in which the overtime is scheduled, the employee shall give such notice by the end of the shift in which the employee receives such notice from Management.

9. Critical Plants

A. Critical plants or parts of plants are those that are crucial to the integrated supply system of the Corporation and whose output is essential to meeting the scheduled production of one or more other plants or of customers, and as a result, must operate, in whole or in part, seven (7) days a week.

B. The Corporation may, from time to time, designate plants or parts of plants as critical, provided, however, that fifteen (15) days prior to making such designations, it will inform the Guide

Department of the International Union, which will indicate its objections, if any, to a plant or plants being so designated.

C. Any plant or part thereof that the Corporation designates as critical, shall, for a period of ninety (90) days after it is so designated, be exempt from the provisions of this Memorandum of Understanding that limit or restrict the right of the Corporation to require employees to work daily overtime or on Saturdays or Sundays or entitle employees to decline to work at such times. After a plant or part of a plant has been initially designated as critical, it may thereafter be redesignated as such by mutual agreement.

10. Annual Automatic Exemptions

A. The provisions of this Memorandum of Understanding that limit or restrict the right of the Corporation to require employees to work daily overtime or Saturdays or Sundays shall be ineffective in each assembly plant (a) beginning on a date two (2) weeks preceding the announced build-out date and ending on the build-out date, i.e., when the plant produces for sale the last unit of the model it has been producing; provided, however, the above-mentioned provisions may be ineffective for up to two (2) additional weeks, provided the Corporation gives advance notice of supply or other problems which would interfere with the build-out, and (b) for the week in which it launches, i.e., after the build-out,

frames the first unit of a new model, and for three (3) weeks thereafter or until the line reaches scheduled production, whichever is later.

B. Said provisions shall likewise be ineffective during model change time each year in plants other than vehicle assembly plants for periods to be designated by Plant Management that shall not exceed, in the aggregate, four (4) weeks. Local Unions will be advised in advance of such designated periods.

11. Concerted Activity

A. Any right to decline daily overtime or Saturday or Sunday work that this Memorandum of Understanding confers on any employee may be exercised only by each employee acting separately and individually, without collusion, conspiracy or agreement with, or the influence of, any other employee or employees or the Union or pursuant to any other concerted action or decision. No employee shall seek by any means to cause or influence any other employee to decline to work overtime. Violation by any employee of the terms, purpose or intent of this Paragraph shall, in addition to subjecting the employee to discipline, nullify for one (1) month (not including the periods mentioned in Paragraph 10 above) the employee's right to decline overtime.

B. The Corporation shall have the right to suspend for a period of two (2) weeks (not including the periods mentioned in Paragraph 10 above) as to an affected plant or part of a plant the provisions of this Memorandum of Understanding that limit or restrict its right to require employees to work daily overtime or Saturdays or Sundays, or that entitle employees to elect not to work daily overtime or on Saturdays and Sundays, in the event employees collusively, concertedly or in response to the influence of any employee, or group of employees, or the Union (i) fail or refuse to report for daily overtime work or work on Saturday or Sunday that they have not declined as herein provided, or (ii) decline, as so provided, daily overtime work or work on Saturday or Sunday. If employees who are scheduled to work daily overtime in a plant or department or on Saturday or Sunday fail or refuse to work as scheduled in significantly greater numbers than the Corporation's experience under this Memorandum can reasonably lead it to expect, such evidence should be carefully considered by the Arbitrator in any decision involving the question of whether their failing or refusing to work the scheduled hours was collusive, concerted or influenced by other persons. The Union shall have the right to present directly to the Arbitrator any claim that the Corporation has acted wrongly in suspending the provisions of this Memorandum as to employees or a plant or part thereof. If the Arbitrator sustains the Union's claim, the Corporation shall, within sixty (60) days of the

date of the Arbitrator's award, give each affected employee the right to decline work on as many daily overtime days or Saturdays or Sundays as such right was suspended.

12. Emergencies

The provisions of this Memorandum of Understanding that limit or restrict the right of Management to require employees to work daily overtime or Saturdays or Sundays shall be suspended in any plant whose operations are interrupted by emergency situations, such as single breakdowns of four hours or more, government mandated work, power shortages, strike, fire, tornado, flood or acts of God, for a period of time necessary to overcome such emergencies.

Any breakdown is to be considered justification for suspending the limitations on Management's right to require overtime work for purposes of correcting the breakdown itself; Management's right to suspend such limitations for the purpose of making up lost production is, however, in the case of breakdowns, limited to production lost as the result of single breakdowns of four or more hours.

13. Exempt Operation

Employees on over the road trucking operations shall be exempt from the provisions of this Memorandum of Understanding.

14. New Plants

The provisions of this Memorandum of Understanding that limit or restrict the right of the Corporation to require daily overtime work or work on Saturdays and Sundays shall be ineffective at any plant the Corporation builds or buys and remodels for a period of one year after regular production in such plant starts.

15. SUB

Daily overtime hours on Saturday or Sunday work that an employee declines under the terms of this Memorandum of Understanding shall be deemed "Compensated or Available Hours" within the meaning of the Supplemental Unemployment Benefit Plan.

16. General

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

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

term "qualified" will conform with the skilled trades provisions of the National Agreement.

B. Nothing herein shall preclude a plant from expanding its work force beyond the normal requirements of its operations by hiring new employees and adopting a program pursuant to which employees of said plant may have one (1) or two (2) days off per week (which days need not be Saturdays or Sundays); provided, however, that work performed on Saturday or Sunday shall be at present premium rates. Plans for such a program shall be discussed in advance with the Guide Department of the International Union, and any system of rotating days off among some or all of the employees shall be by mutual agreement between the Local Union and the Plant Management.

C. Nothing in this Memorandum of Understanding shall make ineffective any local past practice or agreement concerning voluntary overtime that is mutually satisfactory to the Local Union and the Plant Management.

D. It is understood that each bargaining unit shall have the option of applying this Memorandum of Understanding to skilled trades employees as a group, and not to non-skilled trades employees as a group, and vice versa. For the purpose only of exercising this option, non-skilled trades employees (e.g., Crane Operator in Die Room) whose work is supportive of skilled trades employees work

will vote with the skilled trades employees as a group and skilled trades employees whose work is supportive of non-skilled trades employees work will vote with the non-skilled trades employees as a group. The local Union will notify the local Management in writing of its election not later than October 1, 1982. In plants where the election is to continue the application of this Memorandum, it shall continue without interruption. In plants where the bargaining unit elects for the first time to apply this Memorandum the effective date at such location will be November 1, 1982.

Further, if a bargaining unit elects to apply this Memorandum as provided herein, thereafter the local parties may mutually agree in writing from time to time to suspend the terms of this Memorandum for specified periods during which periods previous mutually satisfactory local practices and agreements in regard to voluntary overtime, overtime equalization and augmentation will apply. A copy of all such agreements will be forwarded to the International Union and the Corporation.

During the life of this Agreement, in the event the Local Plant Management changes its designation to schedule overtime operations from Plan A to Plan B or from Plan B to Plan A as provided herein, the bargaining unit employees may conduct another vote as provided in this Paragraph (16D) and notify the local Management in writing of

its election within 30 days following the notice of change by the Local Plant Management.

E. Nothing in this Memorandum of Understanding shall make ineffective any local agreement pertaining to overtime equalization or augmentation.

F. Problems which may not be foreseen in the administration of the voluntary overtime concept which may affect the ability of the Corporation to operate efficiently may arise during the course of the current National Agreement. In such event, the matter will be raised at the Corporation-International Union level for resolution.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this 21st day of March, 2004.

International Union, UAW

Cal Rapson

Richard Ruppert

Garry Bernath

Guide Corporation

Robert H. Stearns

William H. Edwards

Toby Truex

[See Par. (71), (85) (a) (b) (c), (86), (87)]

[See Memo-Joint Activities, Funding]

[See Doc. 41, 63]

MEMORANDUM OF UNDERSTANDING JOINT ACTIVITIES

During current negotiations, the parties discussed the challenges in the marketplace from both foreign and domestic competitors. There is mutual recognition that these challenges require a fundamental change to maximize the potential of our human resources. This change can occur only by building on our current joint efforts and by fostering a spirit of cooperation and mutual dedication that will permit the full development of the skills of our people and meaningful involvement in the decision-making process. Success in these endeavors benefits all of the parties: The UAW through a strong and viable membership; the employees through job satisfaction and job security; and the Corporation through achieving its goal of becoming a world class competitor.

The parties agree that in order to make constructive progress in this regard, there is a need to reach a common understanding of the concept of "jointness" and to establish a facilitating mechanism to assure that the various programs related to changes in the work environment are appropriately and effectively administered.

The term "jointness" is understood to mean that concepts for these activities be jointly developed, implemented, monitored, and evaluated. Furthermore, decisions must be arrived at in a setting which is

characterized by the parties working together in an atmosphere of trust; making mutual decisions at all levels which respect the concerns and interests of the parties involved; sharing responsibility for the problem solving process; and sharing the rewards of achieving common goals.

The parties agree that the appropriate facilitating mechanism for joint endeavors is the Executive Board-Joint Activities (Executive Board).

I. EXECUTIVE BOARD-JOINT ACTIVITIES

It is agreed the Co-Directors of the Executive Board will be the Executive Vice President of Guide Corporation and the Vice President and Director of the Guide Department of the UAW. Each will appoint an equal number of persons from their respective organizations as members of the Executive Board.

The Executive Board will actively direct and support the National Executive Committee, the National Joint Committee on Health and Safety, the National Work/Family Program Committee, the Tuition Assistance Program, JOBS Program, Paid Educational Leave, and other national joint committees and activities as may be mutually agreed to by the Union and the Corporation.

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

A. Setting policies and providing guidelines;

B. Allocating funds for projects and activities;

C. Monitoring expenditures for approved projects and activities;

D. Coordinating the efforts of the National Committees referred above;

E. Evaluating and auditing the ongoing performance and results of these committees;

F. Review and approve proposals for National meetings, conferences, and workshops;

G. Integrate Joint Activities with Corporate structures and business decisions;

H. Keeping UAW leadership and Corporate management informed of joint Union-Management activities and the progress of the national committees in achieving their objectives, including convening regular joint meetings at the Corporate level to promote the coordination, delivery and implementation of effective human resource development programs and processes throughout the plants as well as to share appropriate business and joint activity information.

The Vice President of Guide Corporation and the Vice President and Director of the Guide Department of the UAW will appoint an equal number of representatives from their organizations to serve on Joint National Committees. Additional persons external to either party may also be appointed with the mutual approval of the Co-Directors.

II. PLANT LEADERSHIP TEAM AND LOCAL JOINT ACTIVITIES COMMITTEE

During current negotiations, the parties discussed the need to focus the responsibility for all local joint activities on those individuals who have primary responsibility for their success and to enhance their effectiveness through improved information sharing, priority and goal setting, resource allocation and the elimination of duplication.

Accordingly, the parties agree that the appropriate local facilitating mechanism for all local joint activities is the Local Joint Activities Committee consisting 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 is responsible for actively supporting and directing the Local Joint Skill Development and Training Program, Local Human Resource Development Process, Local J.O.B.S. activities and to provide coordination among all other local joint activities such as Health and Safety,

Work/Family, Quality Network, etc. The UAW Regional Director and/or their representatives should be fully involved regarding joint activities including actions of the Local Joint Activities Committee.

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

A. Provide structure for integrating all joint efforts.

B. Set local policies/guidelines to enhance each joint activity.

C. Integrate joint activities with business operations through a joint planning process.

D. Allocate and monitor local joint funds and other resources in accordance with this memorandum and national guidelines in support of all joint activities.

E. Insure UAW Joint Training Representative(s) are involved in the preparation of training budgets/plans directed at UAW represented Guide employees.

F. Monitor and evaluate the performance and results of joint activities and provide positive recognition and/or corrective direction as required.

G. Regularly exchange information on plant operations and communicate appropriate information to all employees.

H. Keep UAW/Corporation leadership including the Executive Board - Joint Activities informed of the status and progress of joint activities.

I. Approve and implement training plans directed at UAW represented Guide employees.

Additionally, the Joint Activities Annual Summary should serve as the reporting mechanism to the UAW-Guide National Executive Committee and must be submitted to that committee by January 31 each year by the Joint Activities Representative(s).

The Union will be fully involved in all phases of training including analysis and development that is directed at UAW-represented employees. When such employees will be impacted by training and manual specifications for equipment and manufacturing systems, Union input with respect to development and delivery of training will be obtained by either Management's Corporate or plant training personnel prior to the Corporation signing off on the specifications.

In situations where mutual agreement regarding joint activities cannot be reached locally, either party may appeal the issue to the National Executive Committee for resolution.

The Local Joint Activities Committee, as described in the Memorandum of Understanding – Joint Activities, will be responsible for the Local Joint Skill Development and Training Program. Additionally, the Local Joint Activities Committees will identify resources to assure that a comprehensive-annual training needs analysis is conducted based on plant business plan information. Locally approved training identified in the needs analysis and the necessary resources to conduct such training should be integrated into the business planning process. Also, the Local Joint Activities Committee will assure that training programs are readily available which enable employees to improve upon and upgrade their basic education, job, and interpersonal skills.

III. FUNDING

A. NATIONAL FUNDS

1. It is agreed that the Corporation will make available funding at ten cents (10¢) per hour worked for use at the national level. An additional four cents (4¢) per hour worked will be contributed to the National Health and Safety fund.

2. Further, the Corporation will make available additional funding up to \$5.00 per overtime hour worked in incremental amounts in excess of five percent (5%) of straight time hours worked (calculated on a twelve month rolling

average). Such additional funding will be calculated in accordance with the following incremental table:

Overtime Hours as Percent of Straight Time Hours	Additional Amount Per Hour
5% or less	\$0.00
Greater than 05% thru 12%	1.25
Greater than 12% thru 13%	1.50
Greater than 13% thru 14%	2.00
Greater than 14% thru 15%	2.50
Greater than 15% thru 16%	3.00
Greater than 16% thru 17%	3.50
Greater than 17% thru 18%	4.00
Greater than 18% thru 19%	4.50
Greater than 19%	5.00

B. LOCAL FUNDS

It is agreed that the Corporation will make available funding at five cents (5¢) per hour worked for use by the plants in accordance with applicable guidelines and approval requirements.

C. FUNDING UNDER 2000 NATIONAL AGREEMENT

It is agreed that uncommitted funding balances accrued by Guide Corporation under the 2000 National Agreement will be carried forward under the new Guide-UAW National Agreement. Subsequent to March 17, 2009 a final reconciliation and balancing of accounts expenditures and commitments as of

March 17, 2009 will be completed. Thereafter, the remaining funds will be available for use as specified herein.

D. AGREEMENT EXPIRATION

In the event the parties should agree to discontinue, in whole or in part, this Memorandum prior to the expiration date of the new National Agreement, or upon expiration, the parties shall meet to discuss any problems arising out of the termination. After reconciliation of claims, commitments, and accruals through the expiration date of the new National Agreement, remaining NATIONAL, and LOCAL FUNDS shall be disposed of in such manner as the parties shall agree consistent with the objectives of this Memorandum.

IV. APPROVAL PROCESS

A. NATIONAL FUNDS

Requests for authorization to expend NATIONAL FUNDS must be approved in advance by the National Executive Committee and the Executive Board-Joint Activities.

B. LOCAL FUNDS

Requests for authorization to expend LOCAL FUNDS must be jointly approved by the Leadership Team. In addition, certain requests, specified in the Funding Guidelines, must receive prior approval from the National Executive Committee. In situations

where mutual agreement regarding fund approval cannot be reached locally, either party may appeal the issue to the National Executive Committee for resolution.

In the event a local fund is depleted, subsequent funding for future reoccurring expenses, if approved, will be made available through National Funds with the approval of the National Executive Committee.

C. HEALTH AND SAFETY FUNDS

Requests for authorization to expend Health and Safety Funds must be jointly approved by the National Executive Committee, which will direct and support the joint health and safety activities at the national and local level. In the event this fund is depleted, subsequent funding for future reoccurring expenses, if approved, will be made available through NATIONAL FUNDS.

V. FUNDS UTILIZATION

The NATIONAL and LOCAL FUNDS may only be used for joint endeavors in furtherance of this Memorandum of Understanding, or in support of those Joint National Committees specified in Paragraph I above. Definitive guidelines will be jointly reviewed and communicated subsequent to ratification. The parties are specifically empowered to review and evaluate this Memorandum and the guidelines and make mutually satisfactory

adjustments and modifications during the term of this Agreement.

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

EXAMPLES OF APPROPRIATE FUNDS UTILIZATION

A. NATIONAL FUNDS

— National, Area and Local efforts to assist laid-off workers

— Specific projects dealing with active workers

— Tuition Assistance Program

— National Office

— Joint National Studies, Pilot Programs, and Training efforts

— Joint National Agreement administration

— Training and development for internationally appointed Joint Program Representatives.

— Administration of joint programs and training of active employees when Local funds have been exhausted.

— Training of active employees at new, reopened or retooled plants where sufficient local funds have not been generated.

— Pre & Post Retirement Programs

— Inter-Plant/Local conference, meetings or training.

B. LOCAL FUNDS

— Training efforts of active employees in job related skills, basic education enhancement, interpersonal skills and Human Resource Development.

— Specific studies, pilots, activities, etc. agreed to by the National Parties.

C. HEALTH AND SAFETY FUNDS

— Health and Safety training for all employees.

— Pilot and research projects initiated by the National Executive Committee.

— Expenses associated with the purchase and installation of equipment to improve communication of health and safety information between the Corporation and the Union.

EXAMPLES OF INAPPROPRIATE FUNDS UTILIZATION

It is understood that FUNDS at any level may not be utilized for contractually specified training such as apprentice training nor for funding of time off the job of designated or elected UAW representatives routinely functioning in administration of the contract. In addition, FUNDS should not be used to train employees who will be

required to service newly introduced technology. However, subsequent general training of other tradespersons on this equipment to broaden their skills is appropriate. Further, FUNDS should not be used for the training of tradespersons to implement a newly negotiated change in classifications, however, the use of FUNDS to freshen or update generally the skills of tradespersons is appropriate.

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

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this 21st day of March, 2004.

International Union, UAW

Cal Rapson

Richard Ruppert

Garry Bernath

Guide Corporation

Robert H. Stearns

William H. Edwards

Tobin Truex

[See Memo-Overtime]

[See Doc. 24,58,59,60]

MEMORANDUM OF UNDERSTANDING JOINT SKILL DEVELOPMENT AND TRAINING

Guide Corporation and the UAW reaffirm the need to continue and expand the Joint Skill Development and Training Program. Furthermore, the parties pledge to continue providing the resources necessary to assure that all employees receive training and development opportunities in order to produce a highly motivated, capable workforce that continually improves its own, and the Corporation's ability to succeed in an increasingly competitive industry. The Union will be fully involved in all phases of training including analysis and development that is directed at UAW-represented employees.

I. NATIONAL EXECUTIVE COMMITTEE

This National Executive Committee will promote and direct the development and implementation of skill development and training activities, including technical training for active and dislocated employees. Guide and the UAW strongly encourage all employees to avail themselves of these activities.

Training and job placement efforts for dislocated workers will be focused on finding comparable employment as soon as possible. In cases involving employees facing indefinite layoff where

recall or future Guide placement is unlikely, the parties agreed that efforts will include pre-layoff meetings. Guidelines and services for dislocated workers will be developed and approved by the Executive Board-Joint Activities.

In order to insure that Training activities improve the performance of the enterprise and provide participants with enhanced job security, it is essential that Joint Skill Development and Training activities be integrated with the corporation structures and business decisions. Therefore, the National Parties agree that the National Executive Committee will establish and maintain close communication with Corporate staffs and training functions to assure that the parties at all levels contribute to the development of effective joint training and development initiatives and utilize the resources and facilities of the UAW-Guide National Executive Committee to disseminate effective training and development practices.

The duties and responsibilities of the National Executive Committee will include the following:

- Meet at least quarterly at jointly agreed upon times and places.
- Make available training resources to capacitate the Local Joint Activities Committees and additional local training personnel.

- A review of roles and responsibilities of Doc. 24 Human Resource Development Representatives (HRDs), Joint Training Representatives (JTRs) and Joint Activities Representatives (JARs) in order to provide training to ensure the effectiveness of these joint activities.
- Conduct annual joint programs representatives' training needs analysis and schedule required training.
- Identify Skill Development and Training needs for active employees in the areas of basic education, job-related and interpersonal skills.
- Design promotional materials and activities to encourage the expansion of joint Union-Management efforts in our society.
- Sponsor appropriate activities to provide a forum for national experts from labor, academia, business and government to convene and deliberate upon the future of Human Resource Development.
- Authorize studies, demonstration projects and research activities on topics of mutual interest and importance.
- Monitor and evaluate National and Local Joint Skill Development and Training Activities and provide status reports to the Executive Board - Joint Activities.

- Develop and rollout a comprehensive program for use at plants in their efforts to conduct training needs analysis, task analysis, training plans and maintain training records.
- Joint Activities, Human Resource Development and Joint Training Representatives Workshops may be scheduled during the term of the Agreement as determined by the Vice President and Director of the UAW-Guide Department and the Vice President - Human Resources.

II. OTHER JOINT ACTIVITIES

In addition to its previously described duties, the National Executive Committee will support other joint National Committees by:

1. Coordinating requests to the Executive Board for funding of joint activities, studies, pilot programs, training, etc.;
2. Providing professional and staff support for joint program development, implementation and administration;
3. Providing facilities as required for joint program development, implementation and administration;
4. Providing appropriate communication vehicles or information sharing processes for joint activities;

5. Providing mechanisms, facilities and staff to monitor, audit, and evaluate joint activities; and

6. Coordinating joint efforts, projects, and the various national committees on behalf of the Executive Board-Joint Activities.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on the 21st day of March, 2004.

International Union, UAW

Cal Rapson

Richard Ruppert

Garry Bernath

Guide Corporation

Robert H. Stearns

William H. Edwards

Toby Truex

[See Memo-Human Resource Development]

[See Doc. 24]

[See CSA #18]

MEMORANDUM OF UNDERSTANDING HUMAN RESOURCE DEVELOPMENT

A landmark letter appeared in the GM-UAW National Agreement in 1973 which recognized the desirability of mutual organizational change efforts designed to improve the quality of work life of employees and the success of the Corporation. Going forward, Guide Corporation and the International Union, UAW, have agreed that a single focus must be communicated throughout the organization.

This focus should revolve around people and the beliefs and values of the Quality Process, recognizing that the total involvement of people in all that we do is essential to job security and the success of both the UAW and the Corporation.

In accordance with this focus, the parties recognize that all joint activities will continue to encompass a philosophy that emphasizes joint relationships built on mutual trust, cooperation and respect.

Therefore, the parties agree that all processes directed at developing our human resources will be jointly developed, implemented, monitored and evaluated.

The parties further recognize the need for organizational strategies that focus on large systems

change and the integration of all people involvement efforts. Joint resources will be provided to support this objective.

The National Executive Committee composed of representatives of the International Union and the Corporation will have responsibility for:

- Promoting and initiating processes, projects, and training that enhances the development of our human resources;
- Making Human Resource Development Training available for UAW International Representatives and local union and management representatives who initiate joint processes;
- Sponsoring joint training conferences for those individuals responsible for coordinating/consulting Human Resource Development activities;
- Convening joint Corporate, and UAW Regional Human Resource Development leadership conferences;
- Providing information to local parties on the availability of resources including consulting and training;

- Assuring that joint Union and Management groups at the local level receive consultative support and assistance as requested;
- Assuring that consultative resources are established and maintained;
- Publishing Human Resource Development guidelines and materials;
- Approving and monitoring the use of non UAW-Guide consultants.

The Local Joint Activities Committee will be responsible for local Human Resource Development processes, setting goals and policy direction consistent with guidelines established by the National Executive Committee and will jointly guide, maintain and evaluate the process.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on the 21st day of March, 2004.

International Union, UAW

Guide Corporation

Cal Rapson

Robert H. Stearns

Richard Ruppert

William H. Edwards

Garry Bernath

Toby Truex

[See Memo-Joint Skill Development]

[See Doc. 24, 56, 60]

MEMORANDUM OF UNDERSTANDING TUITION ASSISTANCE PLAN

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

- Who are laid off, improve their chances for re-employment;
- Or who are active, enhance their opportunities for advancement.

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

TUITION ASSISTANCE PLAN FOR LAID OFF WORKERS

Eligibility

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

Courses

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

Schools

Acceptable schools are those approved by the UAW-Guide National Executive Committee including, but not limited to those generally recognized by accrediting agencies, or under governmental education agencies.

Type of Assistance

The Plan will provide for tuition and compulsory fees to be paid directly to the schools providing the course in which the applicants are enrolled. There shall be no duplication of tuition fees

already covered by other state or federal education assistance plans or programs. Maximum eligibility under this Plan is \$8,000 of tuition assistance while on indefinite layoff. Eligibility is established by seniority as of last day worked prior to layoff as follows:

SENIORITY AS OF DATE OF LAYOFF

- 1 to 3 years \$6,000
- 3 to 4 years \$7,000
- 4 or more years \$8,000

The above specified amounts shall constitute an account upon which the worker may draw so long as the individual retains recall or rehire rights while on indefinite layoff. Certain changes in employment status will affect eligibility. If recall or rehire rights are lost under the terms of the Guide-UAW National Agreement, or full-time employment is accepted that would pay wages comparable to those on the former job at Guide Corporation, or if similar training programs are provided by a new employer, eligibility will cease. Continued eligibility will depend upon satisfactory completion of courses in which the employee has enrolled and compliance with other provisions of the Plan. In no event shall total assistance to an employee exceed \$8,000 in any four calendar year period.

TUITION ASSISTANCE PLAN FOR ACTIVE WORKERS

Eligibility

The participant must be a UAW represented Guide Corporation-U.S. worker on the active employment rolls or on temporary layoff with seniority under the terms of the current Guide-UAW National Agreement. Also included are union officials on leave under the provisions of Paragraph (109) who are functioning in positions at Guide Corporation locations or special assigned Guide-UAW employees on leave under the provisions of Paragraph (109a) who are assigned at UAW-Guide facilities. Additionally, the spouse or dependent children of a deceased, active employee will be entitled to utilize the remaining balance of the employee's current year's Tuition Assistance eligibility excluding any advance payment for college or educational pursuits during a period equal to the length of the present Agreement following the date of the employee's death.

Type of Assistance

The Plan will provide for tuition and/or compulsory fees to be paid directly to the schools providing the course in which the applicants are enrolled. There shall be no duplication of tuition or fees already covered by state or federal education assistance plans or programs. The following courses

shall entitle individuals to those benefit levels specified below:

- \$4,200 per year for courses at regionally accredited colleges or universities of which \$100.00 may be used for the purchase of books.
- Advance Payment;

Employees enrolled in college degree programs through accredited institutions, who exhaust their current year tuition eligibility, may utilize up to \$1,000 of the following year's eligibility to cover the present or next semester eligible expenses. This advance payment is provided only in conjunction with courses offered at regionally accredited colleges or universities on a semester or quarterly basis and is not available for job related or personal enhancement classes. Advance payment of up to \$1,000 will occur automatically when the employee's request for tuition assistance exceeds the current year eligibility.

Advance payment is not available in the last calendar year of Agreement, and does not expand total tuition assistance eligibility over the life of the present Agreement:

- \$2,100 per year for other job related courses;
- \$1,450 per year for courses not related to the employees current job assignment through acceptable schools including those accredited by recognized accreditation agencies, those approved by

Government Education or Training Programs, or certain specified others. The UAW-Guide National Executive Committee will publish a listing of approved courses of study.

In no event shall the total assistance to an employee exceed \$5,200 in a twelve-month period. All courses are subject to approval by the UAW-Guide National Executive Committee.

Funding

The plan shall be funded by the National Executive Committee upon approval of the Executive Board - Joint Activities.

Administration

The Plan will be jointly administered by the UAW- Guide National Executive Committee.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this 21st day of March, 2004.

International Union, UAW

Guide Corporation

Cal Rapson

Robert H. Stearns

Richard Ruppert

William H. Edwards

Garry Bernath

Toby Truex

[See Doc. 53, 54, 70]

Voluntary Political Contributions

It is agreed between Guide Corporation and the International Union, UAW (Union) that the following understandings have been reached in connection with the Union's request to have deductions taken for voluntary political contributions from the monthly pension checks of the Corporation's hourly retirees and eligible surviving spouses.

Guide Corporation also will continue to take deductions from the paychecks of active hourly employees in the same manner as it has in the past.

1. A designated official of the Union will furnish to the Corporation for each hourly employee, retiree, or surviving spouse for whom a deduction is to be taken, an Authorization Card, satisfactory to the Corporation, signed by the employee, retiree or surviving spouse.

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

2. The Union will retain exclusive responsibility for soliciting

employees, retirees and surviving spouses participation, including expenses and compliance with the Federal Election Campaign Act.

3. With respect to retirees and surviving spouses, the Corporation will take such authorized deductions from regular pension checks monthly, and continuing monthly while such authorization is in effect, absent any conflicting legal requirements. In any case, deductions will be taken from any pension checks transmitted to the retiree or surviving spouse through regular processing but will not be made from checks prepared through special processing. Current processes for deducting from the pay of active employees will, in all respects be unchanged.

4. A deduction not taken in one month will not be carried forward to a subsequent month. The amount that can be deducted from pension checks is limited by law. Deductions for V-CAP will be subordinate to all other deductions permitted or authorized by law if

total deductions exceed legal limitations.

5. The Corporation will assume the actual costs of general administration, as part of the economic settlement of these negotiations.
6. Retirees, surviving spouses, and employees who wish to cancel their authorizations for deductions will sign a card supplied by the Union for that purpose. Refunds will be the responsibility of the Union.
7. Designated officials of the Union will collect and forward to the Corporation, as one transmittal, all signed Authorization Cards and Cancellation Cards for the initial processing and once each month for subsequent additions, deletions, and changes.
8. The Union will indemnify and hold harmless the Corporation from any and all liability or claims arising from any claims or administrative errors resulting from the deductions provided for in this Agreement.

9. With respect to this Memorandum, the parties acted in reliance upon FECA Advisory Opinion 1981-39. This Memorandum is being entered into as part of the economic settlement with the Union. In entering this Memorandum, the Corporation reserved its right to unilaterally, following discussion with the Union, terminate its Agreement to bear the ongoing administrative costs of processing V-CAP deductions and contributions upon discovery or the issuance of any decision, opinion, regulation, or statute by an agency, court or legislature that would call into question the lawfulness of the Corporation's assumption of these costs.

International Union, UAW Guide Corporation

Cal Rapson

Robert H. Stearns

Richard Ruppert

William H. Edwards

Garry Bernath

Tobin Truex

NEW

GUIDE CORPORATION

Memorandum of Understanding

Introduction

Guide Corporation and the UAW hereby agree to meet within 90 days of ratification of the 2004 Guide-UAW National Agreement, and within 90 days of the date they commence meeting, negotiate towards a supplement to the New Guide-UAW National Agreement ("the Supplement"). The Supplement shall be consistent with the terms described in this document.

In the event that the parties are unable to agree on the terms of the Supplement, the New Guide-UAW National Agreement shall continue in effect without modification in accordance with its terms.

Future New Hires

No later than 90 days after the effective date of the 2004 Guide-UAW National Agreement, the parties will enter into discussions for the express purpose of negotiating "competitive wage and benefit levels" for employees hired after the effective date of the Supplement.

The Supplement would cover new hires required in the regular course of business.

Wages and benefits in the U.S. automotive and truck component industry would be the benchmark used to determine competitiveness. The resulting wage and benefit levels would be uniformly applied to all Guide Employees covered by the Supplement. As used here, "competitive wage and benefit levels" means wages and benefits that meet those of an appropriate, representative group of UAW-represented employers in the U.S. automotive and truck component industry. This does not mean, however, that the parties will necessarily use a cookie-cutter approach in determining wage, benefit and contractual provisions.

Guide Corporation Commitments

Guide Corporation must commit in definitive, enforceable terms to:

- make sufficient capital investments in UAW-represented plants to allow them to be competitive, improve product quality, improve operational effectiveness and be viable for the long term;
- allocate new product to UAW-represented facilities;
- focus on maintaining present GM business, winning back GM business lost since the spin-off and winning new GM business;

- negotiate and implement local operating practices that are competitive in the U.S. automotive and truck component industry;
- provide opportunities for the flowback of eligible Guide employees to GM facilities, consistent with the provisions of the UAW-GM-Guide Agreement.
- develop enhanced retirement and separation incentives for Guide employees.
- provide opportunities for Guide hired employees to be hired into GM facilities consistent with the provisions of the UAW-GM National Agreements.

International Union, UAW Guide Corporation

NEW

APPRENTICESHIP STANDARDS

**Guide Corporation
600 Corporation Drive
Pendleton, IN 46064**

**UAW Guide Department
8000 East Jefferson Ave.
Detroit, MI 48214**

REGISTERED WITH

**THE BUREAU OF
APPRENTICESHIP AND
TRAINING**

**U.S. DEPARTMENT OF
LABOR**

APPRENTICESHIP STANDARDS

The following standards of apprenticeship covering the employment and training of apprentices in the trades included in these standards have been agreed to by the Guide Corporation and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW and Local Union No. 663 and Local Union No. 1977.

PURPOSE

The purpose of these standards is to make certain that proper care is exercised in the selection of the apprentices and that the methods of training are uniform and sound, with the result that they will be equipped for profitable employment, and to further the assurance to the Corporation of proficient journeypersons at the conclusion of the training period.

THESE STANDARDS OF APPRENTICESHIP ARE TO BE UNDER THE ADMINISTRATION OF A JOINT APPRENTICESHIP COMMITTEE.

THE JOINT APPRENTICESHIP COMMITTEE:

Representing the Corporation	Representing the national Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and its Local Union No. 663 and 1977

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Article 6	Grace Period
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Article 8	Ratio/Layoff-Recall/Seniority
Article 9	Wages
Article 11	Related Instruction and School Attendance
Article 12	Joint Apprenticeship Committee

Article 13	Coordinator of Apprentices
Article 14	Consultants
Article 15	Apprenticeship Agreement
Article 16	Certificate of Completion of Apprenticeship
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Article 21	Complaint Procedure Official Signatures

APPENDICES

No. 1	Complaint Procedure
No. 2	Selection Process
No. 3	Apprenticeship Agreement
No. 4	Appropriate Trade Scheduled Work Process and Related Training Schedule

ARTICLE 1 - DEFINITIONS

- A. The term "Corporation" shall mean the Guide Corporation.
- B. The term "Union" shall mean the duly authorized representatives of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW, and Local Union No. 663 and Local Union 1977.

- C. "Registration Agency" shall mean the Bureau of Apprenticeship and Training, U.S. Department of Labor or State Apprenticeship Agency where such agency has been established.
- D. "Apprenticeship Agreement" shall mean a written agreement between the Corporation and the person employed as an apprentice (or if the apprentice is a minor, the parent or guardian). The agreement shall then be approved and signed by the chairperson and secretary of the committee and registered with the Registration Agency and the local union.
- E. "Apprentice" shall mean a person engaged in learning and assisting in the trade to which assigned and who is covered by a written agreement providing for training in accordance with these standards of apprenticeship.
- F. "Committee" shall mean the Joint Apprenticeship Committee composed of equal representatives of the Corporation and the Union established under these standards for the purposes of administering the program.
- G. "Apprentice Coordinator" shall mean the person employed by the Corporation as the person assigned the responsibility to perform the duties outlined in these standards of apprenticeship.

- H. "Standards of Apprenticeship" shall mean this entire document, including these definitions.
- I. "Journeyman" as used in Article 8 herein, means employees in a specific trade and shall not be construed to include journeymen employed in other trades.

ARTICLE 2 - EQUAL OPPORTUNITY IN APPRENTICESHIP

"The recruitment, selection, employment and training of apprentices during their apprenticeship shall be without discrimination because of race, color, religion, national origin or sex. The sponsor will take affirmative action to provide equal opportunity in apprenticeship and will operate the apprenticeship program as required under Title 29 of the Code of Federal Regulations (CFR), Part 30, as amended."

A. Seniority Employees (Restricted Pool)

Notice of apprenticeship openings will be posted on the Corporation's bulletin board.

Applications for apprenticeship will be accepted by the Personnel Department from seniority employees (within the bargaining unit) who consider themselves eligible under this program.

A numbered application blank will be filled out, and each applicant will sign a register noting that they have received and filed an application.

Applicants meeting the minimum eligibility requirements as outlined in this program will be referred to the committee for approval or disapproval.

All selections for apprenticeship from bargaining unit applicants will qualify under the selection procedure.

B. Outside Applicants

When apprenticeship openings exceed the number of qualified seniority employees available the Corporation shall notify appropriate local agencies of the available openings, the minimum qualifications for eligibility and the place to file. This information will be sent 30 days before the closing date for filing applications.

After a preliminary check of each application by the Personnel Department, those meeting the eligibility requirements as outlined in this program will be referred to the committee for approval or disapproval.

C. All apprenticeship records will be retained for at least five years.

ARTICLE 3 - APPRENTICESHIP ELIGIBILITY REQUIREMENTS

In order to be eligible for apprenticeship, the applicant must meet the following minimum qualifications:

- A. Non-employee applicants must be 18 years of age or consistent with applicable State and Federal law.
- B. Seniority employee applicants must be 18 years of age or older.
- C. All applicants must qualify under the adopted selection procedure.

ARTICLE 4 - CREDIT FOR PREVIOUS EXPERIENCE

Credit for previous experience in the military service, an apprentice training program, or a Skilled Trade classification with any Corporation may be given up to the total time required on any phase of the apprenticeship training or related training schedules. Credit for such previous experience shall be given apprentices at the time they have satisfactorily demonstrated that they possess such experience and are able to do the job. Related training credit shall be given apprentices at the time they have demonstrated

that they possess the educational knowledge for which they are requesting credit under the related training schedule. At the time such credit is given, the apprentice's wage rate shall be correspondingly adjusted within the apprentice rate schedule based on the amount of credit given toward completion of the shop training schedule.

ARTICLE 5 - TERM OF APPRENTICESHIP

The term of apprenticeship shall be established by these apprenticeship standards in accordance with the schedule of work processes and related instructions as outlined in Appendices attached hereto.

Each phase of the scheduled hours of shop training contained in a local program will be considered complete if it is within 10 percent of the figure assigned to a particular phase of training. Where optional time is agreed to in the work schedules, not more than five percent of the total time may be assigned to optional work as set forth in the standards. Deviations from the limitations of this paragraph may be approved by the committee.

ARTICLE 6 - GRACE PERIOD

The first 500 hours of employment for every apprentice who is a seniority transferee or new employee shall be a grace period. During this grace period, these transferee apprentices may elect to

return to their previous occupations and their apprenticeship agreements will be canceled by the committee. The registration agencies shall be advised of all such cancellations. Following the grace period, the agreement may be canceled at the request of the apprentice, or may be suspended or canceled by the sponsor for just cause. The registration agencies shall be notified of all such suspensions or cancellations. It is understood that full credit toward the completion of the apprenticeship will be given for time spent in the grace period.

ARTICLE 7 - HOURS OF WORK

Apprentices shall work the same hours during the contractual work week and be subject to the same conditions as the skilled workers of their trades employed by the Corporation. Apprentices may have the opportunity to work overtime hours, provided all skilled workers of that trade, in that department and shift, have been given first opportunity. In case apprentices are required to work overtime, they shall receive credit on the term of apprenticeship for only the actual hours worked.

The committee shall limit the hours of overtime work of an apprentice where excessive work schedules interfere with the related training.

ARTICLE 8 - RATIO/LAYOFF-
RECALL/SENIORITY

The ratio of apprentices to journeypersons shall not exceed one (1) apprentice to each eight (8) journeypersons employed in a respective trade. In trades where there are less than eight (8) journeypersons, one (1) apprentice may be assigned in that trade.

When there are no journeypersons laid off or available in a trade, the Corporation and the Union (Bargaining Committee) may mutually agree to add apprentices over and above the one (1) to eight (8) ratio.

When a reduction in force occurs in a trade where apprentices are employed, apprentices first shall be laid off until the ratio of apprentices to journeypersons is one (1) to eight (8) or major fraction of eight (8). Thereafter, apprentices shall be laid off proportionately to maintain such ratio.

In the event that the ratio at the time of layoff is less than one (1) apprentice to eight (8) journeypersons then the ratio existing at the time of layoff shall be maintained, based on the major fraction principle, until all journeypersons in the respective trade are recalled.

The apprentices will exercise their seniority in their own group. For example, if there are four apprentices in any specific trade and a reduction in this number is required due to lack of work, apprentices who are probationary employees shall be laid off first. Thereafter, the first hired shall be the last laid off and the last laid off shall be the first to be reinstated.

In the event the reduction in force is due to unusual circumstances, including but not confined to, a transfer of or discontinuance of an operation, major technological developments, the elimination or consolidation of classifications, the discontinuance of a shift, or a drastic reduction in the level of work resulting in a heavy reduction in the skilled work force, the parties locally shall mutually agree to an acceptable layoff and recall plan.

An employee having seniority in the plant who enters the apprentice training program shall, during the period of their apprenticeship, retain and accumulate seniority in their former seniority group; and if laid off or dismissed from the apprentice training program, they shall be returned to their former seniority group in the plant in line with such established seniority in their former seniority group.

Upon completion of the apprenticeship, journeyman seniority will be from the apprenticeship entry date, all other seniority, if any, will be canceled. However, it is understood that any

previous seniority toward pensions, vacations, etc. will be maintained.

ARTICLE 9 - DISCIPLINE

The committee shall have the authority to discipline an apprentice and to cancel the apprenticeship agreement at any time for just cause pertaining to the apprenticeship, such as inability to learn, unsatisfactory work, poor attendance or lack of interest in work or education. This shall not limit the right of the Corporation to discipline apprentices for cause for matters not related to their training as apprentices. Such discipline by the Corporation shall be subject to the grievance procedure.

ARTICLE 10 - WAGES

Apprentices in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages that shall be no less than the following:

1st 1000 hours - not less than 65% of the journeyperson's wage rate

2nd 1000 hours - not less than 70% of the journeyperson's wage rate

3rd 1000 hours - not less than 75% of the journeyperson's wage rate

4th 1000 hours - not less than 80% of the journeyperson's wage rate

5th 1000 hours - not less than 85% of the journeyperson's wage rate

6th 1000 hours - not less than 90% of the journeyperson's wage rate

7th 1000 hours - not less than 95% of the journeyperson's wage rate

8th 1000 hours - not less than 98% of the journeyperson's wage rate

Seniority employees whose starting rate or credit level under the apprenticeship program would place them at less than their present rate will remain at their present rate until normal advancement within the apprenticeship program placed them at a higher rate.

The Corporation agrees to pay, on behalf of the apprentices, the regular hourly rate for actual school attendance, books, registration fees, and/or tuition required in connection with related training under the apprentice program.

If apprentices are laid off, they may elect to complete the school classes they are currently enrolled in. Tuition, books, and time spent in such classes will be paid upon the return of the apprentices to the apprentice program. Tuition and book receipts will be presented to the Corporation by the apprentices.

Apprentices who are given credit for previous experience shall be paid the wage rate for the period to which such credit advances them.

When apprentices complete 8,000 hours of training, they are to receive not less than the rate paid to journeypersons in the trade in which they served their apprenticeship, after approval of their completion of training by the committee.

Hours spent in classroom instruction shall not be considered hours of work in computing overtime.

ARTICLE 11 - RELATED INSTRUCTION AND SCHOOL ATTENDANCE

Each apprentice shall enroll and attend classes for not less than a minimum of three and one-half hours weekly and for a total minimum number of related instruction hours as outline in the Appendix for each particular trade, according to instructions by the committee.

The location and quality of the classroom instruction shall meet with the approval of the committee. The schedule or related instruction shall be outline in Appendices attached hereto.

In the case of failure on the part of apprentices to fulfill their obligation as to school attendance, the committee may suspend or revoke the apprenticeship agreement, and the Corporation hereby agrees to carry out the instructions of the committee in this respect. The apprentices and their parent or guardian,

if the apprentice is a minor, hereby agree to abide by any such determination of the committee.

ARTICLE 12 - JOINT APPRENTICESHIP COMMITTEE

There is hereby established a committee as defined in Article 1. This committee shall be composed of an equal number of members, half of whom shall represent the Corporation and half of whom shall represent the Union. The committee shall elect a chairperson and a secretary. When a Corporation member is the chairperson, a Union member shall be secretary, and vice versa. The committee shall meet at least once a month or on call of the chairperson, or secretary, or any two members of the committee.

Each Union member of the committee will be paid their regular rate for time spent working on official business of the committee for hours they would otherwise have worked in the plant.

It shall be the duty of the committee to:

- A. See that prospective apprentices are interviewed and impressed with the responsibilities they are about to accept, as well as the benefits they will receive.

- B. Accept or reject applicants for apprenticeship after preliminary examination by the Personnel Department of the Corporation.

The acceptance or rejection of applicants for apprenticeship shall be governed by the standards established herein and shall not be subject to review through the grievance procedure.

- C. Place apprentices under agreement, in accordance with Article 15.
- D. Evaluate, investigate and determine credit for previous experience.
- E. Hear and decide on all questions involving the apprentices which relate to their apprenticeship.
- F. Establish procedures with the related training agency to include the form, content and schedule of the courses of instruction to be provided. The committee will also cooperate with the training authorities in coordinating the related classroom instruction with the apprentice's basic schedule of work experience.
- G. Offer constructive suggestions for improvement of training on the job.

- H. Certify the names of graduate apprentices in accordance with Article 16. No certificates will be issued unless approved by the committee.
- I. The Secretary will furnish the minutes of committee meetings to the committee for their approval.
- J. Be responsible for the successful operation of the apprenticeship program and the successful completion of the apprenticeship by the apprentices under these standards.

ARTICLE 13 - COORDINATOR OF APPRENTICES

Apprentices shall be under the general direction of the apprentice coordinator and under the immediate direction of the supervisor of the department while working with a journeyman to whom assigned. The apprentice coordinator is authorized to move apprentices from one department to another in accordance with the predetermined schedule of work training. No apprentice may be retained on a scheduled work process for a period longer than the time scheduled for such work process unless permission is granted in writing by the committee.

The apprentice coordinator, or an individual charged with this responsibility, in consultation with the committee, shall prepare adequate record forms to be

completed by the supervisor under whom the apprentices receive instruction and experience. Supervisors shall make a report at least every thirty days to the apprentice coordinator on the work and progress of the apprentices under their supervision. These reports shall be submitted to the committee for its consideration.

If the apprentice coordinator finds that an apprentice shows a lack of interest, does not have the ability or any other reason to become a competent journeyman, the coordinator shall place all the facts in the case before the committee for their consideration.

Under these circumstances an apprentice may be permitted to continue in probationary status, required to repeat a specified process or series of processes or their agreement may be terminated.

ARTICLE 14 - CONSULTANTS

The committee may request interested agencies or organizations to designate a representative to serve as consultants to the committee. Consultants will be asked to participate without vote in conferences on special problems related to apprentice training which affect the agencies they represent. This provision shall not be construed to compel any changes in these standards.

Should any dispute arise which cannot be satisfactorily settled within the committee, either party may direct the issue to the Guide/UAW National Executive Committee for resolution.

ARTICLE 15 - APPRENTICESHIP AGREEMENT

Apprenticeship Agreements entered into under these Apprenticeship Standards shall contain a clause making the Standards part of the agreement with the same effect as if expressly written therein. For this reason each applicant (and their parent or guardian, if a minor) shall be given an opportunity to read the Standards before signing their apprenticeship agreement.

The following shall receive copies of the Apprenticeship Agreement:

- A. The apprentice (and the parent or guardian, if a minor);
- B. The Corporation;
- C. The committee,
- D. Registration Agencies, and
- E. The local union.

ARTICLE 16 - CERTIFICATE OF COMPLETION OF APPRENTICESHIP

Upon completion of the apprenticeship under these Apprenticeship Standards, the committee will request from the Registration Agency that a certificate signifying completion of the apprenticeship be issued to the apprentice. No certificates will be issued by the Registration Agency unless approved by the committee.

Upon receiving the certificate, the chairperson and secretary of the committee will sign the certificate before issuing it to the graduate.

ARTICLE 17 - TOOL ALLOWANCE

The apprentice will be furnished a toolbox which will become the property of the apprentice upon graduation. Upon satisfactory completion of each 1000 hours of work in the Apprenticeship Program, the apprentice will be paid \$100.00 for the purchase of tools. Management will assist the apprentice in obtaining tools. Upon graduation, the apprentice will receive the balance, if any, of the total tool allowance of \$1,200.00, including credit granted for prior experience less any tool allowance payments received at another plant.

ARTICLE 18 - APPROVAL AND MODIFICATION OF STANDARDS

These Apprenticeship Standards may be amended or new schedules added at any time upon mutual agreement of the Corporation and International Union. Such changes or amendments to these standards will be submitted to the International Skilled Trades Department of the UAW and to the appropriate Registration Agencies for approval before becoming effective.

ARTICLE 19 - SAFETY AND HEALTH TRAINING

The employer shall instruct the apprentice in safe and healthful work practices and shall insure that the apprentice is trained in facilities and other environments that are in compliance with all state or national standards.

ARTICLE 20 - REGISTRATION AND DEREGISTRATION

The registration of these standards of apprenticeship by the Registration Agency certifies that the standards conform to the labor standards which the U.S. Department of Labor believes are necessary to safeguard the welfare of apprentices in our industry. The Labor Department's general labor standards for apprenticeship programs are set forth in Part 29 of

Title 29 of the Code of Federal Regulations (Title 29, CFR 29).

This program may be deregistered upon the voluntary action of the sponsor, by the sponsor's request for cancellation of the registration. The program may also be deregistered, for reasonable cause, by the Registration Agency when that agency institutes formal deregistration proceedings in accordance with provisions of Title 29, CFR 29.

Upon deregistration or voluntary cancellation of the program, the sponsor will inform each apprentice, within 15 days of the deregistration or cancellation, and the effect of such action. This notification will conform to the requirements of Title 29, CFR 29 Paragraph 29.7.

ARTICLE 21 - COMPLAINT PROCEDURE

The committee shall supply written notice of the Complaint Procedure to all applicants for apprenticeship and all apprentices as per Title 29, CFR 30 Paragraph 30.11.

AGREED TO:

FOR THE CORPORATION	FOR THE UNION, INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL WORKERS OF AMERICA, UAW, AND ITS LOCAL UNION NO. 663 AND LOCAL UNION NO. 1977
Date	Date

APPROVED BY:

SKILLED TRADES DEPARTMENT, UAW
REGION _____

Date

Date

Date

Date

Registered as part of the National Apprenticeship Program in accordance with the basic standards of apprenticeship established by the Secretary of Labor.

BUREAU OF APPRENTICESHIP AND
TRAINING, U.S. DEPT. OF LABOR

Date

BUREAU OF APPRENTICESHIP AND
TRAINING, STATE

Date

APPENDIX No. 1

COMPLAINT PROCEDURE

Title 29 Code of Federal Regulations (CFR) Part 30, as Amended

Filing

1. Any apprentice or applicant for apprenticeship who believes that he or she has been discriminated against on the basis of race, color, religion, national origin, or sex, with regard to apprenticeship or that the equal opportunity standards with respect to his or her selection have not been followed in the operation of an apprenticeship program may, personally or through an authorized representative, file a complaint with the department, or, at the apprentice's or applicant's election, with a private review body established pursuant to subparagraph 3 of this paragraph. The complaint shall be in writing and shall be signed by the complainant. It must include the name, address, telephone number of the person allegedly discriminated against, the program sponsor involved and a brief description of the circumstances of the failure to apply the equal opportunity standards provided for in this part.

2. The complaint must be filed no later than 180 days from the date of the alleged discrimination or specified failure to follow the equal opportunity standards; and, in the case of complaints filed directly with review bodies designated by program sponsors to review such complaints, any referral of such complaint by the complainant to the department must occur within the time limitation stated above or 30 days from the final decision of such review body, whichever is later. The time may be extended by the department for good cause shown.

3. Sponsors are encouraged to establish fair, speedy, and effective procedures for a review body to consider complaints of failure to follow the equal opportunity standards. A private review body established by the program sponsor for this purpose should number three or more responsible persons from the community among those serving in this capacity without compensation. Members of the review body should not be directly associated with the administration of an apprenticeship program. Sponsors may join together in establishing a review body to serve the needs of programs within the community.

Processing of Complaints

(1.) (i)

When the sponsor has designated a review body for reviewing complaints, the department, unless the complainant has indicated otherwise or unless the department has determined that the review body will not effectively enforce the equal opportunity standards, shall upon receiving a complaint refer it to the review body.

(ii)

The department shall, within 30 days following the referral of a complaint to the review body, obtain reports from the complainant and the review body as to the disposition of the complaint. If the complaint has been satisfactorily adjusted and there is no other indication of failure to apply equal opportunity standards, the case shall be closed and the parties appropriately informed.

(iii)

When a complaint has not been resolved by the review body within 90 days or where, despite satisfactory resolution of the particular complaint by the review body, there is evidence that equal opportunity practices of the apprenticeship program are not in accordance with this part, the department may conduct such compliance review

as found necessary an will take all necessary steps to resolve the complaint.

(2.)

Where no review body exists, the department may conduct such compliance review as found necessary in order to determine the facts of the complaint, and obtain such other information relating to compliance with these regulations as the circumstances warrant.

(3.)

Sponsors shall provide written notice of the above complaint procedure to all applicants for apprenticeship and all apprentices.

Adjustments in Schedule for Compliance Review or Complaint Processing

If, in the judgment of the council, a particular situation warrants and requires special processing and either expedited or extended determination, it shall take the steps necessary to permit such determination if it finds that no person or party affected by such determination will be prejudiced by such special processing.

APPENDIX NO. 2

SELECTION PROCESS

The local committee will develop a selection process which will require all apprentice candidates to pass an entry test that is relevant, fair, and free of bias, additionally an interview process. The local committee will establish a ranking system that will include points for attendance and disciplinary history.

**Duties and Functions
Of
Apprentice Committee**

1. Review all "Request for Information Cards".
2. Review all applications.
3. Monitor testing of applicants.
4. Conduct interviews with new applicants.
5. Review selection lists.
6. Review affirmative action program as it relates to the selection of apprentices.
7. Review folders of applicants.
8. Sign training agreements.
9. Investigate the awarding of previous experience credit.
10. Conduct orientation meeting for new apprentices.
11. Answer any calls from apprentices.
12. Investigate any problem that has to do with the proper training of apprentices.

13. Review and revise shop training schedules as needed.
14. Investigate rotation of apprentices through training areas in individual trades.
15. Review related training courses.
16. Review apprentices' attendance in school.
17. Review apprentices' grades from school.
18. Review progress and progress reports of apprentices.
19. Meet with apprentices who are having difficulty in school or with floor or shop training.
20. Work to resolve problems that come to the joint apprentice committee.
21. Review apprentice safety training program and recommend changes, if needed.
22. Review and record the ratio of apprentices to journeyperson.
23. Investigate the effect of retiring journeypersons as to the effect on the workforce and the need for new apprentices in the future.

24. Keeping records such as: progress reports, surveys, interviews, previous credit requests, shop and related training hours, etc.
25. Meet with shop committee persons on grievances filed by apprentices or in regards to apprenticeships for assistance in bargaining.
26. Answer calls from production employees and council them on issues such as: tuition assistance, classes needed, selection process, their ranking on the lists, how to prepare for the test and many other matters pertaining to apprenticeships.
27. Conduct surveys on applicants requested by the UAW International Union.
28. Investigate new machines and technologies and processes that apprentices need training.
29. Investigate the need for a Pre-Apprentice Program and monitor same while in process.
30. Sign graduation certificates.
31. Review seniority calculations of graduated apprentices.

32. Instruct graduates on how to apply for journeyperson's card.
33. Meet with managers on issues that effect the training of apprentices.
34. Perform other duties as may be determined appropriate by Guide Corporation and the UAW Guide Department.

RELIEVING EMPLOYEE FOR COMMITTEEPERSON DISCUSSION

Consistent with the purpose of the Grievance Procedure, a rule of reason should be applied in determining whether an employee should be excused from the job in order to confer with the Committeeperson handling the employee's grievance. A rule of reason should likewise be applied when, due to production difficulties, excessive absenteeism, or other emergencies, it will not be possible to immediately relieve the employee from the job. On many jobs discussion between the employee and the Committeeperson is entirely practical without the necessity for the employee being relieved. On the other hand, an employee working on a moving conveyor, in an excessively noisy area, should be permitted a reasonable period of time off the job and a suitable place in which to discuss the grievance with the Committeeperson. This shall not interfere with any local practice which is mutually satisfactory.

MEMORANDUM OF UNDERSTANDING HEALTH AND SAFETY

The Corporation recognizes its obligation to *provide a safe and healthful working environment for employees. We are committed to protecting the Health and Safety of each employee as the overriding priority of this corporation. The implementation of actions to help our employees realize a healthy, injury-free environment is a leadership responsibility. The Union will cooperate in the Corporation's maintaining and improving a safe and healthful working environment.*

The parties agree to use their best efforts jointly to achieve these objectives:

I. The Corporation agrees to:

a. Provide the necessary or required personal protective equipment, devices and clothing at no cost to employees. Problems in this regard will be worked out locally.

b. Provide equipment for measuring noise, air contaminants, and air flow, including smoke tubes, which will be available for use by the representatives of the Local Joint Health and Safety Committees, established pursuant to Section III hereof. Industrial hygiene monitoring equipment authorized by the National Executive Committee will be available as requested for use by the

representatives of the Local Joint Health and Safety Committees.

c. Provide training for members of such Local Joint Health and Safety Committees, and appropriate education and training in health and safety for all employees.

d. Disclose, to the co-chairs of the National Executive Committee, the identity of chemicals or materials to which employees are exposed, including any information regarding remedies and antidotes for such chemicals. Information contained in each such disclosure shall remain the property of Guide Corporation and will not be released without the expressed written permission of the Corporation.

e. Provide competent staff and medical facilities adequate to implement its obligation as outlined below. In addition, the guidelines necessary to implement the Voluntary Emergency Medical Response Team will be provided.

f. Provide to employees who are exposed to potentially toxic agents or toxic materials, at no cost to them, those medical services, physical examinations and other appropriate tests including audiometric examinations, lung function tests, and appropriate medical surveillance as identified by the National Executive Committee on Health and Safety at a frequency and extent necessary to determine whether the health of such employees is being adversely affected. Also, to provide the specific tests

required for employees in jobs with special physical requirements.

Provide to each employee upon request a written report of the results of such examinations or tests which are related to occupational exposure. These results as well as those instances where it is determined that an employee has had a personal exposure exceeding the permissible levels as set forth in 29CFR-1910.1000, Air Contaminants, will be reviewed with the employee by the plant medical department prior to their release. Upon the employee's written request, copies of such information will be forwarded to the employee's personal physician. Problems regarding this procedure should be brought to the attention of Management.

In addition, in those instances where a breathing zone air sample is collected the employee will be notified of the results which will be entered on the employee's medical records.

h. Provide access, upon reasonable notice, to all Corporation plants and locations to International Union health and safety representatives. Upon request, reports on such surveys will be provided to the Corporation.

i. The Plants will compile OSHA "Summary of Occupational Injuries and Illnesses" as it is now constituted, along with the total employee hours worked and incidence rate for each plant for the

comparable period. Such information will be provided to the National Executive Committee.

j. Direct Local Management and Local Joint Health and Safety Committees to provide prompt notification of fatalities, serious accidents or incidents including chemical spills, having potential for serious injuries or illnesses to the National Executive Committee. After making appropriate arrangements, a prompt investigation may be made by a team from the National Executive Committee.

III. A Local Joint Health and Safety Committee will be established in each bargaining unit.

Each such Local Joint Health and Safety Committee will consist of one (1) representative appointed by the Corporation and the representative(s) appointed by the Director of the Union's Guide Department. The Union member(s) shall serve an indefinite term. The Union member(s) will receive, without personal cost, adequate and necessary training, to enable the effective performance of assigned functions.

Health and safety functions, at plants where there are no provisions for a Health and Safety Representative, may be performed by the Chairperson of the Shop Committee in addition to the other functions of a Committeeperson.

Local Joint Health and Safety Committees that have members on different shifts in accordance with Document 24 may have such members attend

mutually agreed upon meetings. The Local Parties will allow the alternates for such members to handle current Health and Safety issues arising during the absence caused by the regular member's attendance at such meetings.

In the event that a Local Union Health and Safety Representative is absent for one day or more, such representative will be replaced by an employee who has been designated as the alternate by the International Union. As soon as practical following the effective date of this Agreement, the Director of the Guide Department of the International Union shall provide to the Corporation the names of the employees so designated.

The Local Joint Health and Safety Committees shall:

a. Meet at least once each month at a mutually agreeable time and place to review health and safety conditions within the plant and make such recommendations in this regard as they deem necessary or desirable. In those locations where an Industrial Hygiene Technician has been appointed, that individual will attend the regular monthly meeting. The Local Joint Health and Safety Committee will coordinate the activities of all appointed safety personnel at its plant (e.g., Industrial Hygiene Technicians, Ergonomic Technicians, etc.). Periodically the Local Health and Safety Committee will review the associated functions performed by International and local appointees (e.g., Industrial Hygiene Technicians, Ergonomic Technicians, etc.).

to ensure effective utilization of human resources and eliminate duplication of assignments. Discussion should include concerns from all areas of health and safety brought to the attention of the Local Joint Health and Safety Committee.

b. Make a health and safety observation tour once each two weeks. Prior to such observation tours, a review may be made of OSHA Form 200 accident experience. Investigate promptly major accidents as defined by the National Executive Committee. Receive prompt notification of any employee fatalities or serious accidents resulting from work-related injuries. When such events occur during the 2nd or 3rd shift, the Management member of the Local Joint Health and Safety Committee will notify the Union member, inform the representative of the facts, and arrange upon request, for the representative to enter the plant and investigate such events.

c. Be informed in advance, when possible, and have the opportunity to accompany Federal and State OSHA Governmental Health and Safety inspectors on compliance inspections. Accompany International Union, Corporate or professional Health and Safety consultants retained by the Corporation, including insurance inspectors, on regular surveys and those surveys requested by the Union. A copy of such reports will be provided, upon request, to the Local Joint Health and Safety Committee regarding alleged violations of applicable local, state or federal code or standard violation. The

parties acknowledge that information contained in such surveys may be inaccurate or unfounded.

Additionally, Guide Corporation will notify the Local Joint Health and Safety Committee whenever a plant contracts for Industrial Hygiene or related services concerning in-the-plant environmental conditions where there are reasonable concerns the conditions are having an adverse health impact on employees.

Copies of any reports received from these surveys will be provided to the Local Joint Health and Safety Committee. Copies of reports will be forwarded to the co-chairs of the National Executive Committee by the Local Joint Health and Safety Committee.

Reports and/or results of such surveys shall be for the use of the Local Joint Health and Safety Committee or the National Executive Committee.

Information contained therein shall remain the property of Guide Corporation and will not be released without the expressed written permission of the Corporation. Advance arrangements should be made to permit participation in such surveys.

The Union does not waive any rights provided by federal or state law by such accompaniment.

d. Review lost time accidents and other major accidents, as defined by the National Executive Committee which occur in the work place and do not result in lost time, and also review plant

safety reports on such accidents and make any necessary or desirable recommendations.

e. Receive a copy of the plant's report on OSHA "Summary of Occupational Injuries and Illnesses" and the facilities total - employee hours worked and the incidence rate for the comparable period.

f. Review Incident Investigation forms (for example, the OS1968 Accident Report) which would include an analysis to determine the root cause so that appropriate corrective actions can be developed.

g. Review, recommend, approve and participate in local safety education and information programs and employee job related health and safety training.

h. Where necessary, measure noise, air contaminants, and air flow with equipment provided by the Corporation and observe the use of appropriate industrial hygiene and safety testing equipment as required when available in the plant. The Local Joint Health and Safety Committee will be provided copies of photographs taken which relate to health and safety matters in the plant, who will forward them to the co-chairs of the National Executive Committee, if appropriate. Such photographs (including video tapes, etc.) shall be for the confidential use of the Local Joint Health and Safety Committee, the National Executive Committee or the Guide Department of the International Union only and shall not be reproduced, published and

distributed in any way without the expressed written consent of Guide Corporation.

i. Be advised of breathing zone air sample results and known physical agents or chemicals to which employees are exposed and protective measures and applicable emergency procedures. In addition, whenever it is determined that an employee has had a personal exposure exceeding the permissible level as set forth in 29CFR-1910.1000, Air Contaminants, and Guide occupational Exposure Guidelines, the Local Joint Health and Safety Committee and the National Executive Committee shall be informed in writing of such exposure and the corrective action to be taken.

j. When either member of the Local Joint Health and Safety Committee has a reasonable basis for concluding that a condition involving imminent danger exists, relevant information shall be immediately communicated to the co-committee member so that joint investigation can be carried out immediately and necessary or desirable recommendations made. Upon joint recommendation, the machine or operation will be taken out of service to perform any and all corrective action.

k. The Corporation informed the Union that a management and a union member of the Local Joint Health and Safety Committee will become members of the local Plant Hazardous Materials Control Committee. Additionally, the Industrial Hygiene Technician, where established,

will be added to the membership of the Hazardous Materials Control Committee.

IV. Complaint Procedure

a. Each District Committeeperson shall conduct a safety observation tour of their district one weekday each week for the purpose of examining health and safety conditions. The Committeeperson may call for the Union representative of the Local Joint Health and Safety Committee to take measurements of noise, air flow and chemical exposure utilizing equipment authorized by the National Executive Committee where appropriate training has been completed. The District Committeeperson will discuss with the supervisor and, failing successful resolution, with higher supervision, any problems which the Committeeperson feels requires correction. Every reasonable effort shall be made to settle the complaint at this point through discussion. If the problem remains unresolved, the Committeeperson may complete a "Health and Safety Complaint Form" in writing, in quadruplicate, which will include a statement of all the facts of the complaint.

b. Complaints by employees concerning health and safety issues may be taken up in accordance with the National Agreement with the understanding, however, that the Committeeperson, if called, will discuss the matter with the supervisor and, failing resolution, with higher supervision. If the matter is still not resolved, the Committeeperson may

complete a "Health and Safety Complaint Form," as described in (a) above.

c. The member of higher supervision will give Management's answer promptly in writing on the "Complaint Form." The Committeeperson will give to higher supervision two (2) copies of the "Complaint Form" and transmit one (1) copy to the Union representative of the Local Joint Health and Safety Committee.

d. The Local Joint Health and Safety Committee will within two (2) working days visit the area where the complaint arose and observe the conditions complained of. Within a maximum of three (3) working days from the day of their visit, the Local Joint Health and Safety Committee will answer the complaint in writing. A unanimous decision by the Local Joint Health and Safety Committee will settle the issue. Failing such unanimous decision, the complaint will be discussed at a special conference attended by the Union and Management members of the Local Committee, the Chairperson of the Shop Committee or the Chairperson's designated representative, and another member of Management. If the parties are unable to resolve the complaint in the special conference, the complaint will be answered by Local Management within five (5) working days. Thereafter, the regular Grievance Procedure of the National Agreement will be applicable.

e. Health and safety complaints affecting substantial groups of employees may

initiated by the Health and Safety Representative. To do so, the representative shall submit a completed "Health and Safety Complaint Form" to the Chairperson of the Shop Committee. Should the Chairperson of the Shop Committee, upon investigation of the complaint, determine that the complaint has merit, the Chairperson shall sign the form and present it to Management in a special conference as outlined in IV (d) above within five (5) working days.

V. Nothing herein shall be construed to restrict any employee's rights under Section 502 of the Labor-Management Relations Act, 1947, as amended.

VI. No provision herein will restrict the right of the Chairperson of the Shop Committee, or District Committeepersons to perform their functions under the terms of the National Agreement and locally negotiated agreements.

A Health and Safety Representative, who is appointed by the International Union, shall have only the duties and functions as set forth in this Memorandum and attachments dealing with Health and Safety. Such representative shall be subject to the provisions of the following paragraphs of the National Agreement: Paragraphs (17), (19), (20), (21a), (21c), (22), (22a), (22b), (23), (23a), (24), and (27). Although it is recognized that they are not Zone Committeepersons, during regular hours the Health

and Safety Representative shall be paid and shall be scheduled to report at the plant for Health and Safety representation purposes in the same manner as a Zone Committeeperson, with a designated Health and Safety representation area on the representative's shift as the zone. During other than regular hours, the representative will be scheduled to report for Health and Safety representation purposes as follows:

a. During overtime, part-time or temporary layoffs, or inventory when three hundred (300) or more or fifty percent (50%) or more of the people on the representative's shift in the representative's Health and Safety representation area are scheduled to work. In addition, when new equipment and/or processes are being installed or tried out and one hundred (100) or more of the people on the representative's shift in the representative's Health and Safety representation area are scheduled to work.

b. During plant rearrangement when one hundred (100) or more of the people on the representative's shift in the representative's Health and Safety representation area are working on plant rearrangement work.

During overtime hours, when less than three hundred (300) or less than fifty percent (50%) of the people on the representative's shift in the representative's Health and Safety representation area are scheduled to work, they will not function pursuant to this Memorandum of Understanding. The representative will be scheduled to function as

Health and Safety Representative when work is otherwise available in the representative's equalization group in accordance with the National Agreement.

Finally, nothing in this memorandum of understanding, the attachments hereto, various policy letters on health and safety, or the joint health and safety training materials is intended nor should it be taken to impose upon the International Union, Local Unions, Union Health and Safety Committees, Union Officials, employees or agents, a legal or financial liability for either the health and safety of Guide Corporation employees or for work connected injuries, disabilities, diseases or related losses incurred by employees of Guide Corporation or its subsidiaries or by third parties while on the property of Guide Corporation or its subsidiaries.

International Union, UAW

Guide Corporation

Cal Rapson
Richard Ruppert
Garry Bernath

Robert H. Stearns
William H. Edwards
Toby Truex

[See Doc. 2, Att. A; 46; 74; 76; 102; 105]
[See CSA #19, #22]

**ATTACHMENT "A" TO THE
MEMORANDUM OF UNDERSTANDING
HEALTH AND SAFETY**

I. The parties recognize that a joint commitment must be directed toward achieving a safe and healthy workplace. Therefore, it shall be the responsibility of the National Executive Committee, as the mechanism, to guide in an appropriate direction.

The parties have resolved the health and safety issues raised during these negotiations as follows:

II. CORRECTIVE COUNSELING

Guide Corporation recognizes the responsibility of management to provide appropriate training, leadership, counseling and corrective action as necessary to eliminate unsafe practices or conditions from the workplace. Management and the Local Joint Health and Safety Committee shall provide appropriate technical resources, safe practice instructions, support training and counseling. Unsafe practices or conditions that are observed normally require prompt action. Management so notified and/or observing such unsafe practices or conditions should take appropriate action promptly and document such action. The Local Joint Health and Safety Committee will assist in counseling employees regarding audiometric testing, blood lead, pulmonary function testing, etc. Action taken to improve safety

performance of employees should be documented and copies retained by the Local Joint Health and Safety Committee on a permanent basis.

III. REVIEW BOARDS

The parties are committed to the continuous improvement of employee health and safety. The Plant Safety Review Board will be co-chaired by the Plant Manager and Shop Chairperson and the membership shall consist of the Local Shop Committee and members of the Plant Manager's staff. The Plant Safety Review Board will meet monthly to review the unit's health and safety performance and monitor implementation of its health and safety programs. The Local Joint Health and Safety Committee will attend all Plant Safety Review Board meetings. In addition, the Plant Safety Review Board may request the National Executive Committee to consider projects, studies, training, and other such matters that pertain to employee health and safety. Also, the National Executive Committee may seek advice from and may consider for implementation the health and safety needs expressed by the Plant Safety Review Board, including for example, special funding requests, projects, studies, training and other employee health and safety matters.

The parties are committed to preventing fatalities and serious injuries. In furtherance of this interest, a Special Safety and Health "Review Board" meeting will be convened at such time as appropriate on the request of the National Executive

Committee on Health and Safety. The Special Review Board will consist of members of the National Executive Committee on Health and Safety, UAW-Guide Department Servicing Representatives, the Local Chairperson, the Plant Manager and the Plant Manager's superior for the affected unit. The Local Joint Health and Safety Committee, and/or other officials or resources, as deemed appropriate by the National Executive Committee, may be invited to attend as observers. The Special Review Board will meet at a site designated by the National Executive Committee on Health and Safety. The National Executive Committee on Health and Safety will provide technical support for the Special Review Board's efforts. The Special Review Board will normally convene one week after notification by the National Executive Committee on Health and Safety, and issue its recommendations within two weeks after concluding its review.

The purpose of the Special Review Board will be to recommend improvements in Safety and Health practices. The primary tool to accomplish this objective will be a complete safety hazard analysis of the job or operation at issue. An action plan will be developed by the Special Review Board for the plants involved. Senior Operating Management will assess the implementation and progress of the action plan after an appropriate lapse of time as established by the Special Review Board.

IV. FINAL REPORT

A video taped report may be prepared at the request of the Special Review Board. The purpose of the report is to convey factual information and recommendations. The presiding Operating Manager on the Special Review Board will be responsible for arranging to have the interim written and/or video report presented to the next scheduled Guide Corporation Leadership meeting. A final report will be released to the plants following the Corporate Leadership's review.

Any video tape produced as a result of the request by the Special Review Board will be reviewed and approved by the Special Review Board before release to the UAW-Guide Leadership or the plants. All such information, video tapes, etc., shall remain the property of Guide Corporation and will not be released without Guide Corporation's expressed written permission.

V. VIDEO FILMING AND REPORTS

A video camera will be provided for use by the Local Joint Health and Safety Committee. The operation or job site may be videotaped, without comment, for informational purposes. This equipment will be operated under the direction of the Local Joint Health and Safety Committee. Any video tape made of a job or operation will not be copied or released except under the direction of the Special Review Board. A confidential copy edited to remove proprietary and/or other restricted information will be

provided to the Guide Department of the International Union upon request.

VI. JOINT RESEARCH

The National Executive Committee on Health and Safety will be responsible for evaluating the need for research based on its need, practicability and recognized benefits. The results of research conducted within Guide Corporation facilities will only be used for purposes specifically authorized by the National Executive Committee.

The National Executive Committee will make recommendations for research and requests for funding of specific projects. Such recommendations will include details as to facilities, length of project, funding, etc. Upon approval, the National Executive Committee will allocate and monitor the expenditure of funds. Funding will be provided from Joint Health and Safety Funds.

To assist the National Executive Committee on health related research activities, consultants who are recognized specialists in occupational health and safety will function to advise the National Executive Committee in implementing its research agenda. The consultants will be responsible directly to the National Executive Committee and will assist and advise on matters stipulated by the National Executive Committee. The number of consultants and the terms of their retention will be determined by the National Executive Committee and the scope of its research program.

VII. ERGONOMICS

Guide Corporation and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America recognize that cumulative trauma disorders (hereafter "CTDs") are an occupational illness present in the automobile industry.

The parties also recognize that the control of CTDs is a complex issue often requiring the application of a number of different control methods and technologies that may differ from operation to operation. These include an ergonomically appropriate design, which includes feasible engineering and administrative controls that materially reduce or eliminate job related CTD stressors, employee and supervisory training and education, early recognition of the problem, early and proper medical diagnosis, treatment and care.

Guide Corporation will continue to administer an Ergonomics Program at UAW represented locations utilizing guidelines established between Guide Corporation and the International Union, UAW. Guide Corporation recognizes the accomplishments of the joint ergonomics process and realizes the need for continued efforts to further reduce work-related CTDs. Guide Corporation is committed to progressively pursue improving and enhancing the current process with the UAW. The purpose of the program is to deal cooperatively and constructively with the problem of CTDs in the workplace.

Guide Corporation re-committed to fixing jobs that are identified as presenting a corresponding and documented risk of employee injury. The parties recognize that effective corrective action for jobs which present a documented risk of injury, require the timely use of sound judgement in combination with training, experience, and the following:

- Analysis results from the risk factor checklist and secondary analysis tools (when utilized)
- Injury/illness history of both the job and the worker
- The history and future plans of the job

Also, seats, chairs, and mats can be considered appropriate solutions to control specific ergonomic risk factors. The Corporation agrees to leave such devices in place when they are provided in accordance with the guidelines in the UAW-Guide risk factor checklist.

The Plant Safety Review Board has the responsibility for supervising and supporting the ergonomics program. In plants with 750 or more employees, the parties will establish a Joint Ergonomics Technician Team, which will be comprised of one full-time UAW Technician and one Guide Management Technician. In addition, plants with 2,000 or more employees will supplement the Joint Ergonomics Technician Team with a second full-time UAW Technician. In plants with less than 750 employees, the Plant Safety Review Board will identify the Ergonomics Technician Team as needed, and to administer the Ergonomics Program. Plant

Safety Review Boards in plants with 4,000 or more employees can petition for an additional UAW Technician based on the level of activity required to meet the needs of the Ergonomics Program in the plant. Plants with 750 or more employees that do not experience enough ergonomic activity to sustain the level of resources agreed upon can also petition for a variance. Any petition must be based on the level of sustained activity required to meet the requirements of the Ergonomic Program for that plant. In addition, the Joint Ergonomics Technician Team at any location can request additional interim resources when the ergonomic needs of the plant exceed what the Joint Ergonomics Technician Team can be reasonably expected to accomplish in a timely fashion. Such requests will be reviewed and approved by the Plant Safety Review Board. The local parties may refer unresolved issues or concerns to the National Executive Committee.

The National Executive Committee has established selection criteria for the Joint Ergonomics Technicians. The UAW Technicians will be selected from the local workforce and appointed to the position by the Vice President and Director of the Guide Department of the International Union.

The responsibilities of the Joint Ergonomics Technician Team will include, but not be limited to, the following:

- Conducting job analysis
- Providing recommendations for corrective

action

- Monitoring the implementation of job improvements
- Conducting review and follow up
- Reporting monthly to the Plant Safety Review Board

The Joint Ergonomics Technician Team will coordinate their efforts through the Local Health and Safety Committee, and resources from appropriate departments; e.g., Medical, Engineering, Skilled Trades, and Production, will be made available to support the Joint Ergonomics Technician Team. The Joint Ergonomics Technician Team will report monthly at each Plant Safety Review Board and Local Joint Health and Safety Committee meeting and keep minutes specific to ergonomics. Quarterly reports will be provided to the Local Joint Health and Safety Committee, the Plant Safety Review Board and the National Executive Committee. The status of the ergonomics process for each facility will be reviewed at the Corporate Review Board meeting with assistance from the Ergonomics Managers. Discussions concerning significant problems or roadblocks will take place at these meetings.

The parties agreed to use the jointly developed process for the use of outside consultants in situations where in-house efforts concerning reduction of job CTDs are not successful. The consultant's reports will be made available to both the Joint Ergonomics Technician Team and the co-chairs of the National Executive Committee and the Plant Safety Review Board.

Based on the results of the job analysis program, each facility shall implement feasible measures to control CTD risk factors. The Joint Ergonomics Technician Team, in conjunction with input from the workers, engineering, supervision, skilled trades and others, as appropriate, will make recommendations for corrective actions in accordance with the current ergonomics process. Once it is determined through the agreed upon ergonomics process that a job requires correction, recommendations for corrective action will be developed using the results of the jointly agreed upon analysis tools. A good-faith effort will be made to accomplish correction of identified CTD hazards at a particular job or work station within six (6) months, after the Local Health & Safety Committee determines that corrective action is required. The parties acknowledge that there may be times when it may take longer than six (6) months to make the proper correction, and those reasons need to be documented. The corrective action will include any combination of the following:

Engineering controls such as design, selection, location and orientation of tools, parts and equipment will be used.

Administrative controls (e.g., job enlargement, job rotation, and appropriate job assignment) will be used in the following manner: as interim abatement measures pending engineering changes, when engineering changes are determined to be insufficient to significantly reduce the CTD

stressors, and in those instances when an administrative control is the most effective fix among the possible choices for corrective actions.

The Plant Safety Review Board will monitor the corrective actions being implemented and any unresolved issues or concerns can be referred to the National Executive Committee.

Guide Corporation will inform and instruct affected employees on the controls implemented at their work station and how they are to be used.

The facility will maintain documentation of modification activity, including the job or work station identified for modification, number of employees affected, the nature of modification, the projected completion date, the actual completion date and, where available, the cost of the modification when completed.

Plants and facilities will include "ergonomics" in their planning process and this information will be available to the Joint Ergonomics Technician Team.

Guide Corporation recognizes the importance of identifying and addressing ergonomic issues early in the development process and values the importance of receiving input from plant ergonomic personnel. Feedback from the Joint Ergonomic Technician Team on site specific ergonomic issues and practices will be provided to the design process at the earliest appropriate planning/design stage. This process will be evaluated and reviewed during the life of the agreement. Guide

Corporation will take into account existing jointly established analysis methods when developing internal ergonomic design recommendations for advanced product programs.

For the purpose of job analysis, ergonomic consideration will be given to jobs identified through the use of OSHA Injury and Illness records, medically confirmed symptoms questionnaires, Worker Compensation reports, and work-related sickness and accident data. Based upon the above data, a list of jobs requiring analysis will be maintained. The job analysis will be conducted using the UAW-Guide Risk Factor Checklist, as a first level screening tool, which includes the UAW-Guide lift guideline as identified in the Practical Ergonomics Training (PET). The parties agree to utilize objective and scientific methods to analyze the results of a Risk Factor Checklist completed on a job. A good-faith effort will be made to conduct the initial job analysis within two (2) months of when a job is identified as having a potential CTD risk factor. Job analysis and redesign will include input from employees whose jobs are affected. The original risk factor checklist will be used, along with the symptoms questionnaire, to re-evaluate the controls that were implemented, to confirm their effectiveness.

The joint parties will provide appropriate training for the Joint Ergonomics Technician Team as well as other resources responsible for conducting the ergonomics process at each facility. This training may include Practical Ergonomic Training (PET) with the

understanding that any person receiving PET may conduct a first level job analysis using the UAW-Guide Risk Factor checklist.

The UAW-Guide Corporation Ergonomics Awareness Education and Training Program will continue to be provided for newly hired employees as well as employees returning to work from an extended leave, who have not received awareness education and training previously.

All newly hired and transferred employees will be informed on the proper use of the tools and equipment required to be used in the performance of their assigned duties.

Guide Corporation shall annually review with employees the application of ergonomic principles to the prevention of CTDs on their jobs during regular safety talks.

The parties agree to continue to maintain a Medical Management Program for the early detection, evaluation, and treatment of CTDs at all UAW-Guide facilities. The Medical Management Program will provide for common medical practice guidelines for patient evaluation and treatment, follow-up, workplace walk-throughs, and restricted work placement.

Guide Corporation agrees to continue implementation of a CTD Education and Training Program for medical physicians (including contract personnel) that render medical services related to CTDs. The introduction in this training includes the effect of poor job design, identifying problem jobs

and potential solutions based on ergonomic stressors. This training also includes medical instruction and early recognition, evaluation, treatment, and prevention of CTDs. All medical personnel (including contract personnel) will receive CTD education and training prior to rendering medical services related to CTDs. The Vice President of Industrial Relations and staff will ensure that appropriate CTD training has been provided.

Guide Corporation shall authorize Medical Department personnel to attend education and training conferences that address CTDs, including but not necessarily limited to regional conferences, teleconferences, and Corporate conferences. Where practical, conference proceedings will be videotaped and made available to medical personnel who do not attend the conference.

Employees will be encouraged by the Medical Department staff, line supervision, and Joint Ergonomics Technician Teams to report early signs and symptoms of CTDs to the facility's Medical Department. The supervisor will provide an Ergonomics Symptoms Questionnaire and Evaluation Record form to employees upon request and will encourage them, during their safety talks, to utilize the process. Completed forms will be forwarded to the Health and Safety Representative. An employee with a possible CTD, as indicated in the questionnaire, will be scheduled to report to the facility's Medical Department. A brief non-invasive examination for the evaluation of the possible CTD

will be performed by a physician or nurse. In instances where it has been determined that early signs and symptoms of CTDs are confirmed, the completed symptoms questionnaire and pertinent information from the medical evaluation will be referred to the Joint Ergonomics Technician Team.

Guide Corporation will audit a random sample of medical records, Workers Compensation reports, and work-related sickness and accident data to verify the OSHA 300 log is correct.

The Vice President of Industrial Relations and staff are responsible for the quality, implementation, and compliance by local Medical Departments with the Guide Medical Management Program, as it applies to ergonomics. This program will be reviewed periodically for continuous improvement and elimination of unnecessary complexity.

The National Executive Committee will monitor implementation of this process and consider changes for continuous improvement.

VIII. HEALTH AND SAFETY TRAINING

The National Executive Committee will be responsible for identifying employee job-related health and safety education and training needs, which are mandated by the government or would be applicable across UAW-Guide sites.

It is recognized by the National Executive Committee that the Local Joint Health and Safety Committee should be involved in identification of

what health and safety training is needed and appropriate for their particular location, including monthly safety talks.

A local training needs analysis will be conducted at each location. Based on this analysis, a comprehensive training plan consistent with the National Executive Committee's requirements and local plant initiatives will be developed, and the necessary resources will be identified as part of the business planning process to provide such training. The Plan will specify target audiences, recommendations for completion dates, class size, and methods of delivery. The Plan will be reviewed by the Plant Safety Review Board and the National Executive Committee, to ensure consistency with requirements. The Local Joint Health and Safety Committee shall be responsible for monitoring the progress of their local training plan.

The National Executive Committee will continue to provide training resources for use by the plants. The National Executive Committee will direct and oversee the development and administration of required training courses. Alternatively, the National Executive Committee may approve the use of other commercially developed courses. The National Executive Committee with input from the Plant Safety Review Boards will establish the appropriate selection criteria for plant health and safety trainers. Trainers selected will receive necessary instruction in conducting the specific training. Hourly plant trainers will be selected by the Local Union.

Required Health and Safety training will be introduced to plants by top Union Leadership and Corporate Management. The National Executive Committee will monitor and evaluate all training programs. The National Executive Committee encourages the participation of International and Regional Servicing Representatives and members of management in Health and Safety training programs.

IX. SAFETY TRAINING FOR CHAIRPERSONS OF SHOP COMMITTEES WITHOUT A DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

The Chairpersons of Shop Committees in locations which do not have a designated Health and Safety Representative, may upon request, attend training or instruction programs provided by the Corporation.

In addition, the Corporation advises that employees who wish to enroll in courses of instruction relating to industrial health and safety at approved educational institutions will be eligible to apply for tuition refund for such courses subject to the terms and conditions of the Corporation's Tuition Refund Program.

X. LOCKOUT POLICY

During the current negotiations the UAW and Guide Corporation discussed their mutual concern regarding fatalities and serious injuries to employees, including operators, performing repair

service and maintenance activities on machinery and equipment. The parties agreed that, the Lockout - Energy Control program must be universally implemented and enforced throughout the Corporation. In order to be effective, the parties reaffirmed that the elimination of the potential for injury from hazardous energy is critical to worker safety.

It is the policy of Guide Corporation and endorsed by the UAW that:

Lockout is required where employees may be exposed to hazardous energy which could cause injury. Exposure means that the employee is in a position to be injured by released energy;

Where an employee is exposed to potential injury from expected machine energy/motion, the *exposure must be eliminated*. If the exposure cannot be eliminated, the machine will be locked out.

Each location will maintain an effective Lockout - Energy Control program which will apply to all employees.

XI. MONITORED POWER SYSTEMS

The UAW and Guide Corporation recognize the importance of designing processes and equipment with effective health and safety controls. Therefore, the parties agreed to integrate "Monitored Power Systems" into the existing Lockout/Energy Control procedures. The fundamental process begins with performing an initial Task Based Risk Assessment

(TaBRA) on any process where "Monitored Power Systems" may be appropriately used.

The use of these systems when integrated into the existing Lockout/Energy Control procedures, can further reduce and eliminate the risk of exposure to employees. However, it is understood by the Parties that Lockout must still be performed whenever the exposure cannot be controlled or eliminated as determined by the Task Based Risk Assessment process.

XII. UAW-GUIDE HEALTH PROMOTION

The National Executive Committee, will coordinate the development of a health promotion program to be made available for use by all UAW represented employees. This program, to be supported by joint funds to the extent agreed upon by the Committee, is designed to focus on leading factors such as hypertension (high blood pressure), high levels of fat (cholesterol) in the blood, overweight, cessation of tobacco smoking, prevention of the spread of AIDS, and certain other factors, which place employees at high risk of disease. Among other tools developed to accomplish this is a health assessment questionnaire to be completed by participating employees.

Consideration for the inclusion of additional diagnostics such as lung function and/or glucose tolerance will be determined by the National Executive Committee. The National Executive Committee will monitor the program and its usage

and make necessary adjustments to encourage participation.

The National parties discussed smoking cessation programs and acknowledged that such programs were beneficial and agreed to review their effectiveness.

XIV. REFUSAL OF HAZARDOUS WORK

A worker, who has a reasonable belief that their work assignment may result in serious physical injury, including illness, should immediately discuss the safety aspects of the work assignment with their supervisor. Failing resolution, the issue may be discussed with the District Committeeperson.

Should technical consultation be requested by the supervisor or committeeperson, the local health and safety committee will be notified to respond before further action is taken. In line with the Memorandum of Understanding on Health and Safety, upon joint recommendation, the machine or operation will be taken out of service to perform any and all corrective action.

Failing resolution of the matter, it may be taken up in accordance with the Memorandum of Understanding on Health and Safety, Section IV, Complaint Procedure.

XV. IMPROVEMENT OF MEDICAL AND INDUSTRIAL HYGIENE SERVICES

The Corporation reserves the right to select and hire appropriate consultants for health and safety

services. The Union will be informed in advance and be provided an account based on specific legitimate requests regarding qualifications of the consultant(s) engaged by the Corporation to provide services. The Union may recommend consultants for Management's consideration. Included in such recommendation should be an account of the qualifications of the consultants recommended by the Union.

The Local Joint Health and Safety Committee will be informed regarding the engagement of consultants to provide industrial hygiene and safety services. Qualifications of such consultants will be provided upon request. Reports prepared by such consultants will be provided to the Local Joint Health and Safety Committee, who will provide a copy to the local Industrial Hygiene Technician and the co-chairs of the National Executive Committee. In addition, the Corporation will provide a list of consultants under Corporate contract for industrial hygiene services to the National Executive Committee and update the list when changes are made.

Management in conjunction with the Local Joint Health and Safety Committee will assess the need and where required, a facility will develop and implement an air sampling plan. Such plans should be reviewed and implemented on an appropriately scheduled basis. Guidance in the preparation of such plans will be provided by the National Executive Committee. Based upon the air sampling plan, an

hourly employee selected by the Director of the Guide Department of the International Union, working under the technical supervision of a Guide Industrial Hygienist, may assist in the collection of air samples. Job function key elements of the Industrial Hygiene Technician will be established by the NJC, and the appointee will demonstrate competency by successfully completing required training determined by the National Executive Committee. Reports of industrial hygiene and noise measurement surveys will be provided to the Local Joint Health and Safety Committee who will provide it to the co-chairs of the National Executive Committee, if appropriate.

XVI. ENVIRONMENTAL CONTROL

Environmental information and reports, which are required to be reported to various governmental regulatory agencies, will be made available to the National Executive Committee on a regular basis. Guide Corporation will notify the Local Joint Health and Safety Committee of significant environmental remediation projects, and spills or releases that are subject to government reporting requirements. The Local Joint Health and Safety Committee will forward such information to the co-chairs of the National Executive Committee.

XVII. PERIODIC JOINT AUDITS OF PLANTS

The UAW and Guide Corporation agree that a formal system of performance review is an effective means of obtaining and re-enforcing compliance with established Health and Safety requirements. The parties, therefore, agree that the National Executive Committee on Health and Safety will conduct audits to evaluate each facility's health and safety performance. The purpose of the audits is to review the effectiveness of health and safety activities reaching the operations level and being implemented across the workplace. The parties also agree to enhance the current audit process by developing methods to assure the process is consistently applied and delivers measurable results. Additionally, the parties have developed a method to address repeat audit findings for identical deficient conditions found on consecutive audits.

The National Executive Committee will establish joint review team(s) to conduct such reviews. The review team(s) will be comprised of safety representatives from Guide Corporation and the UAW-Guide Department of the International Union.

A plant visit itinerary will be established by the National Executive Committee on Health and Safety which will be scheduled through appropriate channels. The team will meet with the Plant Manager, Shop Committee Chairperson and the Local Joint Health and Safety Committee before beginning the

performance review, and have a closing conference upon completion of the on-site review. The finalized report will be prepared and sent to the plant and Guide Corporation within thirty (30) days of the review. Following the finalized report, the Local Joint Health and Safety Committee after review by the Key Four, will reply, addressing issues contained in the report. All such review information shall remain the confidential property of Guide Corporation and will not be released without the expressed written permission of Guide Corporation.

The parties agree that through the joint audit process, they will verify that all facilities have an effective emergency notification system and that it is periodically tested to achieve the best possible response time for the emergency involved.

XVIII. NEW TECHNOLOGY/ SPECIFICATIONS

Discussions were held during these negotiations regarding Health and Safety being designed into new equipment, refurbished equipment and/or new processes. Guide Corporation and the UAW recognize the advantages of designing processes and equipment with effective health and safety controls. The main objective to the "Design-In" effort was to develop common design specifications for application across the Corporation, in the manufacturing processes, that incorporated health and safety program requirements. The Local Health & Safety Committee serves as a technical resource to work with the engineering group to assure

that UAW-Guide health and safety program requirements are incorporated into the common design specifications.

In an effort to promote improved communications regarding such matters, as early as possible and preferably in the zero phase of the planning in the design process and incorporating lessons learned, as described in Design for Health and Safety Specification (DHS), The parties agree to perform Task Based Risk Assessments (TaBRA), on new equipment and manufacturing systems, and on existing equipment and manufacturing systems, where locally agreed to and approved by the Plant Safety Review Board. A Task Based Risk Assessment will be performed after the detailed designs are completed on new manufacturing equipment and/or processes. A review of anticipated equipment and/or processes with the shop committee and the Local Joint Health and Safety Committee will be held. The local Joint Health and Safety Committee may be required to travel to vendors, plants, or other locations to participate in a Design Review of such equipment or processes as outlined in the DHS specification. The Union will have an opportunity to discuss Health and Safety concerns with Management and make recommendations designed to improve the equipment and/or process, consistent with the common design specifications where they have been established by the "Design-In" activity in the DHS specification. Additionally, TaBRA data will be incorporated at several points or gate reviews early

the decision process as described in the DHS specification. Reviews will be made at the appropriate level for new technology/process awareness and to discuss safety related issues and/or concerns. Recommendations from the Local Health & Safety Committee will be submitted to the National Executive Committee.

Machinery, equipment or processes will not be released for production without the written approval of the Plant Safety Administrator. Where required, lockout placards will be posted for all applicable energy sources. The parties discussed and recommitted themselves to continue the implementation of the UAW-Guide Lockout Placard Guidelines. These placards will continue to be reviewed during a UAW-Guide joint audit and will be reviewed during safety observation tours.

The Local Joint Health and Safety Committee will consult with operators, skilled trades, engineers, supervisors or related personnel to ensure that required safeguards provide effective protection and do not interfere with their ability to perform their assigned tasks.

The National Executive Committee will continue to oversee the development of communications material regarding the design-in-safety activity for the Local Joint Health and Safety Committee. This material includes informational material, guidelines, standards, checklists, CD-ROM Disks, and other appropriate material to clearly communicate the common design specifications.

XIX. CONTROL OF CHEMICAL EXPOSURES

The Corporation will continue to set Occupational Exposure Guidelines (OEG's) to assess employee exposure to chemicals in Guide facilities, as needed. Guidelines are considered necessary whenever existing OSHA Permissible Exposure Limits do not sufficiently protect the worker, or when there is no applicable OSHA Permissible Exposure Limit. Guidelines will be based on consensus standards and recommendations in addition to available scientific evidence. Guide Corporation will require plants to use OEG's as the basis for evaluating employee exposures and for taking appropriate corrective or preventive action.

The Corporation will review Guidelines with the National Executive Committee on an annual basis and will discuss proposals for necessary changes. When changes to the existing list are proposed, the National Executive Committee:

- Will review the proposed change and its rational.
- Will review existing air sampling data to determine the prevailing exposure level to the chemical or substance under consideration.
- May seek the advice of consultants who are recognized specialists in Occupational Health & Safety concerning the proposed change. These consultants will be responsible directly to the National Executive Committee and will assist and

advise on matters stipulated by the National Joint Committee. The number of consultants and the terms of their retention will be determined by the National Executive Committee.

The Corporation and Union agree to continue to study the potential health effects of cutting fluids for the purpose of establishing an exposure guideline and to determine the need for additional controls where cutting fluids are used. Where warranted, based on confirmed results the National Executive Committee will devise an action plan and make appropriate recommendations to the Corporation regarding coolant exposures. In this regard, Guide will establish a plan to be reviewed with the National Executive Committee that reduces exposure to coolant aerosol. The plan will include a phased-in approach, as appropriate, across affected plants taking into consideration plant process and/or product changes.

The Joint Parties agree that prior to implementing new chemical technology/processes and changes to current chemical processes, reviews will be made at the appropriate level for awareness and discussion of safety related issues and/or concerns.

The Local Joint Health and Safety Committee will review process exhaust ventilation systems at facilities where air is recirculated. Such review will be in accordance with guidelines established by the National Executive Committee. Air testing will be performed when requested by the

Local Joint Health and Safety Committee. To the extent feasible, these tests will be incorporated in the previously described air sampling plan. Recirculation will not be permitted where employee health and safety cannot be assured.

Medical surveillance for respiratory effects of machining fluids will be offered to employees who regularly work in operations with machining fluids. Such medical surveillance will include a standardized respiratory symptoms questionnaire and pulmonary function test. For personnel newly-assigned to such operations, pre and post shift pulmonary function tests will be done at least once during the first year.

Records of laboratory testing and coolant additions will be maintained and made available to the local joint committee for health and safety upon request.

The National Executive Committee will establish a medical surveillance program for implementation at Guide Corporation. This will include an air sampling plan and chemical controls as related to plant operations.

XX. ACCESS TO DATA

During 2004 negotiations, the Corporation agreed to continue to utilize a health information system for the purpose of making it easier for the Local Joint Health and Safety Committee to retrieve and analyze injury/illness data.

The reports in the Health Information System, that include the OSHA 300 overrides, will

continue to be available for access by the Local Joint Health and Safety Committee.

A joint procedure has been established for review of the quarterly audit results of HIS injury/illness records with the Local Joint Health and Safety committee, by the Medical Department. This medical department audit includes a review of *Worker's Compensation cases as part of the current audit of Health Information System injury/illness records.*

The National Executive Committee will establish a represented employees' mortality registry. Local Joint Health and Safety Committees may request the mortality experience pertaining to the facility they represent from the National Executive Committee. The National Executive Committee will access the Corporate Mortality Registry as it pertains to UAW represented employees for such information.

XXI. NOISE ABATEMENT /CONTROL PROGRAM

The joint parties recognize that the Corporation has had a comprehensive Hearing Conservation and Noise Control Program for the purpose of continuous incremental improvements in noise reduction. In accordance with this program, each plant is required to have a Noise Control Committee. The Noise Control Committee will consist of representatives from Plant Engineering, Operations, Medical, Industrial Hygiene, Finance, Purchasing, the Local Joint Health and Safety

Committee, Industrial Hygiene Technicians (where available), and others as deemed appropriate by the Plant Safety Review Board, such as certain skilled trades personnel, and/or other employees. The Noise Control Committee has the responsibility to seek input from plant personnel in identifying noise sources and potential ways to reduce noise levels.

The Noise Control Committee will:

- Ensure audiometric testing is performed for employees exposed above 85 dBA.
- Perform an annual evaluation of the noise abatement plan and provide recommendations for improvement to the Plant Safety Review Board.
- Ensure reports follow formats specified in Guide Hearing Conservation and Noise Program SL 3.0.
- Ensure new and rebuilt equipment meet the Guide Sound Level Specification SL 1.0.
- Identify planned maintenance items related to noise control.

The Corporation will continue to conduct the annual noise exposure survey and provide findings to the Local Joint Health and Safety Committee and summary noise abatement program findings to the National Executive Committee on Health and Safety.

The Noise Control Committee will meet regularly, record minutes, and report quarterly to the Plant Safety Review Board regarding progress on the Noise Abatement Plan. The annual evaluation will include:

- Copies of the plant's noise abatement program.

- The number of employees that experienced standard threshold shift.

- The number of employees that are required to wear hearing protection.

- The number of employees at risk of exposure at or above 85 dBA.

- The number of employees at risk of exposure above 90 dBA.

XXII. PLANNED MAINTENANCE

The National Executive Committee will jointly identify health and safety requirements to be integrated into the "Planned Maintenance Action Strategy." These requirements will include both those that are regulated by government agencies and those established in UAW-Guide programs. The Local Joint Health and Safety Committee will also review the "Planned Maintenance Action Strategy" to assure local regulations and/or practices currently in effect are included.

XXIII. WORKING ALONE

The parties have discussed the Corporation's policy regarding the assignment of employees to tasks in isolated locations or confined entry spaces. The Corporation explained that when work assignments involve situations hazardous to an employee, appropriate precautions will be taken in accordance with safe work practices, including air

sampling and ventilation when necessary, communications systems, personal surveillance arrangements and, as required, adequate support personnel. When an employee brings to Management's attention a situation where they are reasonably concerned that their safety is jeopardized because they are working alone, Management will provide a copy of an applicable written Safe Operating Practice to the employee detailing precautions to take to perform the task safely. If one has not been developed and reviewed, Management will give the employee job instructions to perform the task safely and within 24 hours make a written request to the Local Joint Health and Safety Committee for the development of a Safe Operating Practice. Safe Operating Practices will be developed by the Local Joint Health and Safety Committee within 5 working days and will be reviewed by the Plant Safety Review Board at the next regularly scheduled meeting. This will not change or restrict any mutually satisfactory local practices.

XXIV. NO HANDS IN DIES

The Corporate policy has been and continues to be "No Hands in Dies". Implementation of "No Hands in Dies" in the plant requires provision for expendable hand feeding tools, slide feeds, sliding bolsters, automatic or semi-automatic operation, die cutouts or other means and procedures whereby the operators are not required to place their hands into the point of operation. In addition, well disciplined

procedures for use of die blocks and safety lock-outs for maintenance and setup personnel are imperative. An intensive orientation program for operating supervisors, and process and facilities engineers may also be advisable.

XXV. PLASTIC INJECTION MOLDING MACHINES

During these negotiations, the parties discussed the safe operation and guarding of plastic injection molding machines. It is recognized that hydraulically operated machines of this type may present hazards, different than mechanical power presses. Plastic injection molding machines will continue to be safeguarded in accordance with OSHA requirements and National Consensus Standards (ANSI). The National Executive Committee will continue to explore alternative methods of safeguarding the machines.

XXVI. CONTRACTOR SAFETY

It is the Corporation's practice to provide outside contractors with Corporate Health and Safety policies and procedures and, where applicable, relevant site specific UAW-Guide Health and Safety work practices. Additionally, Guide requires that construction or maintenance contractors comply with applicable Federal, State, and Municipal Health and Safety regulations as stipulated in the Guide/contractor contract.

Where the nature of the construction or maintenance requires that the contractor's employees work together with UAW-Guide employees, Guide will require as a condition of the construction or maintenance contract the contractor's commitment to abide by applicable UAW-Guide plant/site Health and Safety work practices.

The Plant Safety Review Board will monitor Contractor Safety activity to insure compliance, and any unresolved issues or concerns can be referred through the safety process to the National Executive Committee.

**MEMORANDUM OF UNDERSTANDING —
SPECIAL PROCEDURE FOR ATTENDANCE**

The Corporation and the International Union agree that the problem of unwarranted absenteeism must be addressed in a cooperative and constructive manner. Both parties recognize that unwarranted absences adversely impact quality, cost and efficiency and in so doing constitute a threat to the job security of all employees.

The parties also recognize that sometimes absenteeism is the result of personal or unforeseen problems in an employee's life and that such problems must be addressed in a reasonable and responsible manner.

Based on the foregoing the parties agree to adopt this Special Procedure for Attendance. This procedure is intended to encourage regular attendance through corrective discussion, formal discipline and the availability of the Employee Assistance Program, while at the same time expecting employees to accept responsibility for their own attendance behavior.

Special Procedure for Attendance

1. This procedure will apply to all employees who have acquired seniority pursuant to Paragraph (57) of the National Agreement.

2. This procedure is separate and distinct from the plant's standard corrective disciplinary procedures. All instances of employee absence, as defined in paragraph 4 below, will be addressed through this procedure.

3. The action taken by Management as a result of the corrective action steps of this procedure are subject to the Disciplinary Layoffs and Discharges Section of the National Agreement and therefore, the Grievance Procedure Section of the National Agreement. During the Paragraph (76) interview associated with the corrective action steps, the employee will be advised of the special procedure for attendance and the availability of the Employee Assistance Program.

4. Instances of absence subject to this procedure are defined as follows:

A. Single or consecutive days of absence without reasonable cause.

B. Tardiness of four (4) hours or more without reasonable cause.

5. Instances of absence without reasonable cause will be subject to the reasonable application of the Attendance Corrective Action Steps below:

ATTENDANCE CORRECTIVE ACTION STEPS

STEP	ABSENCE/INSTANCE	ACTION
1	First	First Written Warning
2	Second	Second Written Warning
3	Third	Referral to EAP Services and Balance of Shift Plus 3 Day Disciplinary Layoff
4	Fourth	Balance of Shift Plus 2 Week Disciplinary Layoff
5	Fifth	Balance of Shift Plus 30 Day Disciplinary Layoff
6	Sixth	Discharge

6. This Special Procedure for Attendance will become effective on the Monday two weeks following the effective date of the new National Agreement.

National Committee on Attendance

7. The National Committee on Attendance will consist of three (3) representatives of the Corporation and three (3) representatives of the International Union.

The National Committee shall:

- A. Meet periodically at a mutually agreeable time and place.

B. Explore ways to reduce unwarranted absenteeism, particularly as it relates to the larger problem of long term absenteeism.

C. Review attendance data and make necessary or desirable recommendations on the effectiveness of attendance procedures.

D. Recommend and develop relevant training programs.

E. Review problems concerning serious or unusual situations creating unwarranted absenteeism and make appropriate recommendations.

8. The parties are specifically empowered to periodically review and evaluate this procedure and make mutually satisfactory adjustments in the mechanics of its operation during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this day of March 21, 2004.

International Union, UAW

Cal Rapson

Richard Ruppert

Garry Bernath

Guide Corporation

Robert H. Stearns

Bill Edwards

Toby Truex

[See Par. (191)]

[See Doc. 24]

Doc No. 4

**JOBS PROGRAM — VOLUME RELATED
LAYOFFS — SEL**

GUIDE CORPORATION

March 21, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

Subject: JOBS Program - Volume Related Layoffs -
SEL

During the course of these negotiations, the Corporation and Union have provided Guide employees with substantially increased job security through the new SEL feature of the JOBS Program, which protects eligible employees against layoff for virtually any reason except volume related market conditions. The parties recognize that employment levels may continue to fluctuate as a result of the cyclical nature of demand in our industry. The Corporation acknowledges, however, the importance of minimizing layoffs even in instances where volume related declines are unavoidable. In particular, the Union stressed the importance of reducing overtime and shifting dual sourced production requirements to UAW-Guide plants in the event of overall market

declines. The Corporation agrees to take these and other actions whenever practical.

In any event, however, employees affected by volume related declines would exercise their seniority in line with local seniority agreements and, if otherwise eligible, receive benefit treatment in accordance with the Supplemental Agreements attached to the current Guide/UAW Collective Bargaining Agreement.

Identifying the complex inter-relationships of all the factors involved with volume fluctuations is a difficult task. The parties agreed, however, that for purposes of determining SEL related protections they must identify just those volume declines that are attributable to market related conditions, and in turn just those declines that are not affected by Corporation sourcing choices of components that compete with or act as replacements for components produced by Guide employees covered by this Collective Bargaining Agreement. In other words, volume declines that are attributable to the Corporation's production and purchase arrangements with any related or unrelated party (subsidiaries, affiliates, captives, joint ventures, transplants, etc.) would be considered an exception to the overall volume related exclusion in Section I(D) of the JOBS Program.

The parties also agreed that the complexity of these issues requires that the Corporation provide Local JOBS Committees adequate notice of any impending volume-related layoff, as well as all information necessary to fully evaluate its underlying causes, the

extent to which such decline is associated with a Corporate sourcing action and the appropriate number of SEL eligible employees that should be affected by the layoff.

The Corporation recognizes, moreover, that it has the responsibility to justify implementation of a layoff in the context of the protections spelled out in the JOBS Program and the guidelines outlined in this letter. Similarly, the Corporation also accepts the responsibility of proving that the proper number of employees are recalled to SEL positions when a volume related decline is reversed, again within the context of the JOBS Program protections and the guidelines outlined in this letter.

The following are to be considered as illustrations to assist the parties in determining when volume related declines support reductions in employment. These illustrations should not be considered all inclusive.

• **Market Related Conditions** - Included in this category is customer preference of one vehicle over another that might result in a decline in sales of a U.S.-built Guide components that requires the layoff of employees, provided such sales declines are not the result, for example, of increased sales or increased market share of competitive captive imported components or joint venture components or any other components sold in the U.S. by Guide but not produced in a UAW-Guide plant.

— **Example of Market Related Conditions**

(1) There is a decline in economic activity which depresses retail sales of UAW- Guide components. Lower production levels require the layoff of employees. Guide Plant A, employing 4,100 SEL-eligible employees, is the sole source of Component Z for the U.S. market; it is required to layoff one shift, or 2,000 employees. The number of SEL-eligible employees at the plant remains at 4,100, including 2,000 open positions for laid-off employees.

While the plant is down to one shift, the Corporation decides to outsource taillight B, which reduces employment requirements by 250 employees per shift. Two hundred fifty (250) employees are placed on Protected employee status. There is no impact on the SEL numbers.

U.S. lighting component demand picks up to pre-layoff levels and the second shift is called back. Active employment at the plant goes back to 4,100.

As the second shift is called back and the plant is back to pre-downturn production levels, an additional 250 employees are placed on Protected employee status which now leaves a total of 500 employees. The SEL plant number remains at 4,100.

(2) Guide Plant B (5,000 SEL-eligible employees) is not the sole source of Component Y, which is also produced in Canada for the U.S. market, in Plant BC. Plant BC supplies one-fourth of the U.S. demand for Component Y. An economic downturn in the U.S. reduces demand for Component Y by 160,000. In accordance with SEL guidelines, volume related employment reductions cannot exceed Plant B's share of pre-downturn volume levels (three-fourths) applied to the reduced level of overall sales. Production in

Plant B is therefore reduced by no more than 120,000 parts, causing layoffs of 2,000 workers. Plant B's number of SEL-eligible employees remains at 5,000, including 2,000 open Bank positions.

Component Y demand in the U.S. market picks up by 60,000. The Corporation decides to produce 30,000 of those units in Plant B and the rest in Canadian Plant BC. The increase in production is not accomplished in proportion to pre-layoff production shares; to comply with SEL, the Corporation must recall 250 employees which it assigns to Protected employee status in addition to the 500 employees required for the pick up in production.

• **Product Discontinuance** - Because of the introduction of a new U.S.-built Guide component or a non-allied company component not sold by Guide, sales of another Guide-manufactured component may decline, and production of the latter component must be curtailed necessitating reductions in employment. Such reductions would be considered volume related declines under Paragraph I(D) of the Program.

— **Examples of Product Discontinuance or Phase Out and Changes in Retail Preference**

(1) A new U.S.-built Guide component (or any other new non-allied company component which is not marketed by the Corporation) is introduced. Sales of Component X decline by 50%, and production must be curtailed. The necessary reductions in employment are made through layoffs, keeping the number of SEL-eligible employees at the component plant at the same level.

(2) Component Plant C, employing 1,400 SEL-eligible people, produced half of the taillights for Vehicle X; the other half are produced at a Guide plant in Mexico. The volume reduction is made totally at Plant C rather than split proportionately between Plant C and the plant in Mexico. Therefore, in accordance with the JOBS guidelines half of the 700 employees who are not required any longer in Plant C due to this event are assigned to Protected employee status, and the other 350 employees would be laid off. The number of SEL-eligible employees at Plant C remains at 1,400, including 350 open volume related positions.

- Faulty Product - Headlamp volume may decline because of faulty parts in a vehicle that cause customers to place the product in disfavor. Such reductions would be considered volume related declines under Paragraph I(D) of the Program.

- Changes in Retail Preference - Guide volume may decline because of customer preference shifts — in turn affecting mix and therefore demand, e.g., halogen headlamp preference shifts to H.I.D. headlamps; option preference swings; high product content to low product content. Such reductions would be considered volume-related declines under Paragraph I(D) of the Program.

- Non-Guide Commercial Customer Preference - Cancellation or declines in product volume for Guide Corporation manufactured parts that are sold to unrelated firms may cause volume changes. Such

volume reductions would be considered volume-related declines under Paragraph I(D) of the Program.

— Examples of Non-Guide Commercial Customer Preference

Plant A produces heavy duty headlamps for off road driving. Volume is reduced as a result of a decline in SUV sales. One hundred fifty (150) employees are laid off; 150 open volume-related positions are established. At the time production is back to pre-layoff levels the Corporation introduces two robots which replace 25 employees. According to SEL guidelines all of the 150 employees are recalled from layoff, 25 of them are assigned to Protected employee status, and the number of SEL-eligible employees remains equal to its pre-layoff level.

•Non-Guide Produced Headlamps - If sales of a new or replacement headlamp manufactured by an allied company for Guide, that competes with a headlamp manufactured by the Corporation, results in reduced sales of the Corporation-manufactured headlamp, the action would not be volume related and layoffs under Paragraph I(D) of the Program would not be permitted.

— Example of Non-Guide Produced Headlamps

The Corporation outsources a headlamp that it markets in competition with Headlamp W manufactured by UAW-Guide employees. This results in reduced sales of headlamp W. Employment requirements are reduced, but this event is not covered under Paragraph I(D) of the JOBS Program and layoffs are not permitted. This protection also extends to employees producing UAW-Guide components which are manufactured for Headlamp W.

• Other Components or Materials

It is recognized that reductions in vehicle production will often be accompanied by reductions in component production. When reductions in vehicle production are volume related, pro-rata reductions in component production will normally be considered volume related as well. However, to the extent a reduction in component production results from a shift in sales to components sold by Guide but not produced in UAW-Guide plants, the reduction will not be considered volume related. Furthermore, when a like or similar component is dual-sourced from a UAW-Guide and a non-UAW-Guide plant, production declines at the UAW-Guide plant will only be considered volume-related to the extent the dual-sourced component produced at that plant continues to be produced in its pre-production decline proportion.

— Examples:

(1) Automotive Assembly Plant A receives regular headlamps from an UAW-Guide plant and heavy duty headlamps from a non-UAW-Guide plant. A volume decline occurs in regular headlamps because of customer preference for heavy duty headlamps. Such reductions would be considered volume related declines under the Program but would not have to be taken proportionately because the headlamps would not be considered like or similar components.

(2) Automotive Assembly Plant B receives regular headlamps that have plastic fastening brackets from a UAW-Guide plant and regular headlamps that have steel fastening brackets from a non-UAW-Guide plant. The headlamps are used interchangeably and would be

considered like or similar components. Therefore, any volume declines in headlamp production would have to be taken proportionately to be considered volume related.

As implied by these examples, there are many variations to be considered when determining volume actions. This letter is intended to provide a framework within which Local and National JOBS Committees may review the applicability of Paragraph I(D) to *volume reductions*.

If a Local JOBS Committee cannot agree on a situation being defined as volume related, the matter may be appealed to the National JOBS Committee for resolution.

Very truly yours,

Robert H. Stearns
Vice President

[See Par. (65),(66)]

[See App. K,(I),(D)]

Doc No. 5

FULL UTILIZATION OF PROTECTED EMPLOYEES

GUIDE CORPORATION

March 21, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the current negotiations regarding the JOBS Program — SEL, the parties discussed utilization of Protected employees at some length. The Corporation and the UAW have agreed that productive utilization of Protected employees is critical to the viability of our operations, and to the continued success of our JOBS Program.

It was agreed that local JOBS Committees must make every effort to ensure that Protected employees are fully utilized on meaningful assignments. The parties have recognized that both underutilized employees and unproductive assignments are contrary to the spirit of the Agreement. It is the intent of the Parties

to utilize Protected employees in accordance with previously agreed practices.

For purposes of the JOBS Agreement, "non-traditional" work could encompass any assignment(s) within the facility (except regular productive work, including the direct production, assembly or fabrication of vehicles or components) which can efficiently and safely be performed by the individuals involved.

Very truly yours,

Robert H. Stearns

Vice President

Doc No. 6

PLANT CLOSING AND SALE MORATORIUM

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

Subject: Plant Closing Moratorium

As a result of your deep concern about job security in our negotiations and the many discussions which took place over it, this will confirm that during the term of the new Collective Bargaining Agreement, until March 19, 2009, the Corporation will not close, nor partially or wholly sell, spin-off, split-off, consolidate or otherwise dispose of in any form, any plant, asset, or business unit of any type, beyond those which have already been identified, constituting a bargaining unit under the Agreement.

In making this commitment, it is understood that conditions may arise that are beyond the control of

the Corporation, e.g., act of God, and could make compliance with this commitment impossible. Should such conditions occur, the Corporation will review both the conditions and their impact on a particular location with the Union.

Should it be necessary to close a plant constituting a bargaining unit consistent with our past practice, the Corporation will attempt to redeploy employees to other locations and, if necessary, utilize the "Special Programs" identified in Appendix K of the Guide-UAW National Agreement or other incentivized attrition programs as agreed to by the National JOBS Committee.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 7

EXCHANGE OF VIEWS

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

During current negotiations, the parties reaffirmed their recognition of the value of an open and candid exchange of views and ideas between officials of the UAW and Corporation management. Of particular importance to the Union is a timely exchange of information on major decisions that will significantly impact the employees it represents.

As a result of these discussions, when requested, arrangements will be made for the Director of the Guide Department of the UAW to address the Corporation's Board of Directors or appropriate committee(s) of the Board on a periodic basis.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 8

FINANCIAL SECRETARIES—DUES CHECK-OFF

Inter-Organization

GUIDE CORPORATION

Date: March 20, 2004

Subject: Financial Secretaries—Dues Check-Off

To: All Personnel Directors
Plants Covered by the Guide-UAW
National Agreement

“Local procedures should be such that signed Authorization for Check-Off of Dues forms are made available to the Financial Secretary on a prompt and orderly basis.

“In the case where it is appropriately certified that an employee owes a substantial amount in past dues, mutually satisfactory arrangements may be made to deduct portions of such dues from two or more pay checks.

“Provisions should be made to furnish the Financial Secretary with the respective overall totals of the types of deductions identified in the information furnished.

“Requests by the Financial Secretary for the employment status of, or compensated hours data for a specific employee, for a specific month for which no dues were deducted, should be responded to without undue delay.”

Very truly yours,

Robert H. Stearns
Vice President

**FINANCIAL SECRETARIES - TEMPORARY
DELAY OF DUES CHECK-OFF**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

During the current negotiations, the parties discussed situations where the Local Union was required to refund union dues to a large number of employees. This occurred when employees were laid off after a dues deduction had been made but before they had worked sufficient hours to be liable for dues under the UAW Constitution for that month.

The Corporation advised the Union that in those situations where it is known in advance that a large number of employees (100 or more) are scheduled to be permanently laid off and are not anticipated to work the necessary hours to owe dues under the UAW Constitution, the Financial Secretary may

request that the plant delay for one week the deduction of monthly dues. In similar situations where the number of employees being laid off is less than 100, the Financial Secretary may request that the regular deduction of monthly dues for these employees be suspended. These requests must be submitted to the plant Personnel Director one week prior to the payroll period that monthly dues deductions are made.

Upon request of the Personnel Director, the payroll department will initiate the required steps to accomplish this procedure.

Very truly yours,

Robert H. Stearns
Vice President

[See Par. (4k), (4o), (61c)]
[See Doc. 8]

**MEMORANDUM OF JOINT COMMITMENT:
EMPLOYEE PLACEMENT FOR CLOSED AND
DISCONTINUED OPERATIONS**

Both parties recognize the importance of fully utilizing Guide-UAW employees in regular, productive work. In this regard, the parties will continue to build on past joint efforts aimed at providing opportunities and incentives designed to encourage laid-off, Protected and active employees to relocate to available job opportunities at UAW-Guide facilities outside of their current location, with particular emphasis on placing employees from closed or discontinued operations.

The parties, in committing to continued cooperation in this employee placement effort, recognize that necessary productivity and quality improvements, together with the effects of normal and accelerated attrition activities, have had and will continue to have a significant impact on staffing requirements at Guide locations.

The parties agree that an employee placement, relocation and stabilization program will be jointly developed for closed and discontinued operations which will encourage accelerated retirements, relocation and placement of affected employees. Such program will be tailored on a mutually agreeable

basis to the individual needs and circumstances of affected locations. A detailed plan, including a range of specific alternatives from which the employee will choose, will be offered to affected employees at the earliest practical time but in no event later than 60 days after the closing or discontinuation of an affected operation.

REPRESENTATION DURING MANAGEMENT MEETINGS

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During current negotiations, the Union expressed concern that the increased requirements on the Committeepersons' time for attendance at management meetings was, on occasion, preventing employees from receiving representation in a timely manner.

In this regard, the Corporation and the Union agreed that when such a situation exists, the local parties will allow the Alternate District Committeeperson to handle current grievances until such time as the District Committeeperson becomes available.

In the case of District Committeepersons who are also members of the Shop Committee pursuant to Paragraph (11) of the National Agreement, the local parties will allow their Alternate District Committeepersons to handle current grievances during the period that such District Committeeperson is legitimately involved in meeting with Management at Step Two and Step Three of the Grievance Procedure or during other mutually agreed upon local contract negotiations meetings.

Any problems in this area should be raised with the Guide Department of the UAW or with the Corporation Industrial Relations Department.

Very truly yours,

Robert H. Stearns
Vice President

[See Par. (19c),(25)]

MEMORANDUM OF UNDERSTANDING REGARDING DRUG TESTING

During 2000 National Negotiations, the parties discussed at length the worsening drug problem in our country and the rising incidence of chemical dependency. Chemical dependence on the part of employees impacts the workplace in terms of quality, productivity, and effectiveness of operations, while threatening the safety and well-being of both the chemically-dependent employee and his/her co-workers. As a result, the parties agreed to institute a screening program and to periodically review it during the term of the agreement and make adjustments where deemed appropriate. This memorandum reflects such screening program and adjustments to it.

Process

Employees may be screened for substance abuse (alcohol and drugs) in the following instances:

1. As part of a return to work physical for employees returning from substance abuse related sick leaves of absence.
2. As required by law; such as, F.A.A., D.O.T. and D.O.D.

All testing and reporting will be conducted in accordance with the guidelines established by the Department of Health and Human Services.

Implications

It is not the intent of the testing requirements to imply that an employee is impaired at the time a sample is provided for testing. An individual who tests positive will be handled in the following manner:

1. **FIRST POSITIVE:** The employee will be deferred from working for approximately two weeks and scheduled for follow-up testing. EAP services are to be offered to the employee and the employee is to be referred to the CDR. The employee will automatically be subject to further unannounced screening for a period of three months.

2. **SECOND POSITIVE:** The employee will again be deferred from working for approximately two weeks and scheduled for follow-up testing. EAP services are to again be offered to the employee and the employee is to be referred to the CDR. The employee will automatically be subject to further unannounced screening for a period of six months.

3. **THIRD POSITIVE:** The employee will again be deferred from working for approximately two weeks and scheduled for follow-up testing. EAP services are to again be offered to the

employee and the employee is to be referred to the CDR. The employee will automatically be subject to further unannounced screening for a period of twelve months.

4. FOURTH POSITIVE: The employee will be discharged regardless of prior disciplinary record or length of service. Grievances protesting irregularities in the testing procedure may be taken through the grievance procedure; however, extent of penalties arguments are not subject to the *Arbitrator's discretion*.

All positive test results will be subject to a mutually agreed to third party evaluation upon request of either party. Problems selecting a third party may be referred to the National Executive Committee. Employees who refuse to be tested will be treated as though they had tested positive.

Once terminated, if the employee satisfactorily documents to local management and local union six months continuous sobriety, within the 60 months following discharge, the employee will qualify for re-employment under Article VII of Document 21 of the National Agreement.

International Union, UAW Guide Corporation

Dated: March 20, 2004

Doc No. 13

**GUIDE EQUAL OPPORTUNITY
EMPLOYMENT POLICY**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

The following is the text of the written and published policy of Guide Corporation in employment:

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

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

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

Very truly yours,

Robert H. Stearns

Vice President

Doc No. 14

**EQUAL APPLICATION COMMITTEES —
NATIONAL AND LOCAL**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the course of the current negotiations, Guide Corporation and the International Union, UAW reaffirmed the National and Local Equal Application Committees. The Parties have agreed to the following:

For many years the Corporation and your Union, in their respective fields, have been leaders in adopting and effectuating policies against discrimination because of age, race, color, sex, religion, national origin, disability or sexual orientation, and sexual harassment and to this end the parties have expressly incorporated provisions in their National Agreement that both insures adherence to that principle in all aspects of employment at Guide Corporation and

provides the contractual grievance and arbitration procedure for the resolution of alleged violations of that principle.

The parties recognize the desirability of increased communication and cooperative effort on this subject (1) to encourage employees and grievance representatives to use the grievance and arbitration procedure as the exclusive method for prompt resolution of all claims of violations, (2) to determine the cause of such claims in order to reduce the probability of these claims arising or recurring, and (3) to maintain liaison with appropriate federal and state civil rights agencies for the following purposes: (a) to increase understanding, (b) to promote and encourage the use of the grievance and arbitration procedure in order to avoid multiplicity of litigation in many forums simultaneously which is frequently time consuming, contradictory and hence, nonproductive to relieving employee problems, (c) to seek solutions to mutual problems, (d) to relieve tensions in this area, and (e) to exchange information, expertise and advice, (4) to provide and monitor jointly approved diversity training modules.

The National Equal Application Committee will be composed of two (2) representatives of the International Union, one of whom will be a member of the International Union's Civil Rights Committee, or a designee, and two (2) representatives of the Corporation, one of whom will be active in the

Corporation's equal employment opportunity programs. The National Committee will meet quarterly or more frequently if mutually deemed desirable or necessary and its functions shall be the following:

a. Review and discuss ways and means of encouraging employees and grievance representatives to use the grievance and arbitration procedure as the exclusive method to resolve claims of violations.

b. Conduct or arrange for investigations and/or studies into the cause of equal employment opportunity and discrimination problems and tensions in an attempt to prevent such problems from arising or recurring.

c. Maintain liaison with appropriate federal and state agencies for purposes set forth in the second paragraph of this letter.

d. Review and discuss ways and means of implementing Guide Corporation policy regarding employment of the individuals with disabilities.

e. Advise and counsel Local Plant Equal Application Committees.

f. Review and jointly develop the necessary tools that would allow the parties to

monitor and evaluate UAW-Guide diversity initiatives.

At each plant or facility that the National Agreement covers, a Local Plant Equal Application Committee will be established consisting of three (3) representatives of the Local Union and two (2) representatives of Management. The three (3) representatives of the Local Union shall consist of the Chairperson of the Shop Committee, the Chairperson of the Civil Rights Committee of the Local Union and the Local President. The two (2) representatives of Management shall be the Plant Manager, or a designated representative, and a member of Management at the plant active in the Corporation's equal employment opportunity program. Local Plant Equal Application Committees will meet on a scheduled quarterly basis, and shall have the following duties:

a. Recommend to the National Committee ways and means of promoting use of the grievance procedure as the exclusive method for resolving claims of violations.

b. Suggest guidelines for Union and company representatives active in the grievance procedure in the proper and prompt handling of grievances alleging such claims.

c. Recommend to the National Committee means for determining the cause of equal

employment opportunity and discrimination problems and tensions in the plant.

Where the Chairperson of the Civil Rights Committee of the Local Union is an employee of the plant wages will be paid for time spent attending the quarterly meetings.

Copies of the minutes from these meetings will be made available to the Union.

In addition, the Chairperson will be permitted to leave work up to four (4) hours per week during straight time hours to conduct in-plant investigations of written grievances alleging a violation of discrimination as provided for in the National Agreement.

The parties continue to recognize their legal and moral responsibility for assuring that all Guide Corporation employees have equal employment opportunities and freedom from discrimination. Consequently, the function of the National Equal Application Committee and Local Plant Equal Application Committees shall be advisory, consultative and cooperative. While the Corporation and the Union will welcome the recommendations the Committees may make, the Committees may not commit either party to a specific course of action. However, the Union agrees that it will encourage its members to utilize the grievance and arbitration procedure as the means of resolving claims or

complaints against the Corporation which allege a violation.

Very truly yours,

Robert H. Stearns
Vice President

**GUIDE POLICY REGARDING EMPLOYMENT
OF INDIVIDUALS WITH DISABILITIES**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

The following is the text of the written and published policy of Guide Corporation regarding employment of individuals with disabilities:

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

“Hiring and employment practices and procedures implementing this policy are the responsibility of the employing units. However, these

practices, procedures and decisions are to be, at all times, in conformity with the Corporation policy regarding employment of individuals with disabilities.”

Consistent with the foregoing policy, the requirements of Section 503 of the Rehabilitation Act of 1973 and the Americans with Disability Act and the rules and regulations promulgated thereunder, Guide Corporation represents that it will affirmatively act to employ, advance in employment and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 16

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

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

The following is the text of the written and published policy of Guide Corporation regarding employment of Disabled Veterans and Veterans of the Vietnam era:

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

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

Consistent with the foregoing policy, the requirements of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and the rules and regulations promulgated thereunder, Guide Corporation represents that it will take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their physical or mental handicap in all employment practices.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 17

REVIEW PERSONNEL RECORDS

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the current negotiations, the Union expressed concern regarding the rights of employees to review their personnel records.

This will confirm that employees of each facility operated by Guide will be afforded the opportunity to review their individual personnel records, upon request to Local Management.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 18

PAID EDUCATIONAL LEAVE

GUIDE CORPORATION

March 19, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

During the term of the 1984 Agreement, the parties developed a National Paid Educational Leave (PEL) Program which provided selected employees with a *unique educational opportunity to enhance their knowledge of the automobile industry.* The Parties have agreed to participate in a Regional PEL Program that is structured in line with the National PEL Program Guidelines. Sponsored candidates are approved in advance by the UAW- Guide National Executive Committee. Expenses and lost time for participants in the program are provided from Joint Training Funds.

The jointly developed and administered PEL Program utilizes industry experts, university analysts and political officials to examine and discuss the economic, technological, and political forces influencing the future of the world-wide automobile industry. This innovative, jointly administered labor-management program has been enthusiastically received by attendees, and UAW and Corporation officials. Academicians, Governmental representatives, writers for world-wide news and trades publications have examined the program and view it as a positive step forward in the industrial relations process. A local version of the PEL Program has also been jointly developed and is currently operating at numerous locations. During these negotiations, the Parties reconfirmed their support of the Regional and Local PEL Programs and agreed, under the direction of the National Executive Committee, to continue to explore methods of updating such information and sharing it with a broader range of Guide employees including appropriate management representatives, and make jointly agreed upon modifications on an ongoing basis.

Very truly yours,

Robert H. Stearns
Vice President

[See Par. (113)]

Doc No. 19

**RESOURCE AND REFERRAL SERVICES —
WORK/FAMILY PROGRAM**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

During the current negotiations, the parties discussed matters related to the Resource and Referral Services - Work/Family Program.

The childcare and elder care resource and referral programs, integrated during the 1996 negotiations, will be formally renamed to the UAW-Guide Work/Family Program. Current EAP representatives in Guide Corporation locations will now be referred to as Work/Family Program Representatives and will provide resource and referral information, program promotion and awareness for all Work/Family Programs. These programs include the Employee Assistance Program, Child Care and Elder Care Resource and Referral, Childcare Consortiums,

Workplace Violence Training, and Critical Incident Response.

These Work/Family Programs provide quality information to help employees make more informed choices as consumers of Work/Family services.

Under the direction of the Executive Board-Joint Activities, the UAW-Guide Corporation will be responsible for program development, determination of delivery methods, coordination and evaluation. Funding will be provided by National Joint Training Funds.

Very truly yours,

Robert H. Stearns
Vice President

[See Doc. 58]

Doc No. 20

ORIENTATION PROGRAM

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

The parties have long recognized the importance of providing orientation programs for new employees. Many of these programs resulted from the diligent efforts of plant employee groups and have addressed such topics as quality, teamwork, safety, and joint programs in addition to those items new employees must know to perform their jobs. To that end, the local parties have established an orientation program.

The *Employee Orientation Program* shall not be subject to the Grievance Procedure nor in any way limit communications by the Corporation with its employees or by the Union with its members.

Very truly yours,

Robert H. Stearns
Vice President

**MEMORANDUM OF UNDERSTANDING
EMPLOYEE ASSISTANCE PROGRAM**

Alcoholism/chemical dependency is recognized by medical, public health authorities, governmental agencies, Guide Corporation and the UAW as a disease that can impair worker's ability to function in their personal lives as well as their jobs.

Absenteeism, tardiness and deteriorating work performance, are a few factors that have a potentially damaging effect on plant efficiency, strained workplace relationships, worker safety and endangers job security of the workforce.

Personal problems resulting from alcoholism, chemical dependency, and overall mental health will be addressed through joint constructive measures by Guide Corporation and the UAW, to hopefully lessen the risk of these problems evolving into personal, family breakdown and violence in the community or the workplace.

The Parties shall rely on the broadened scope of resource and referral information to provide EAP services for all UAW represented employees. Access to treatment and aftercare programs can provide development of healthier lifestyles and enhance work effectiveness, as well as, family life.

Joint efforts through Guide Corporation and the International Union, (UAW) are necessary in encouraging the employee to seek Work Family services, as needed, to respond successfully to treatment and maintain a resolve to avoid further personal problems.

The local Work Family Committee, consisting of the Plant Manager/or Management representative, Plant Personnel Director, the President of the Local Union and the Chairperson of the Shop Committee or their designated representative, will be responsible for periodic review of the Local EAP/Work Family Program including, but not limited to:

1. Assessment by an appropriate treatment facility and/or physician, within twenty-four (24) hours of a referral resulting from a medical emergency.
1. The parties recognize the value of a timely assessment; however, there may be cases where a twenty four (24) hour assessment does not occur. The parties will jointly review such situations on a case by case basis, and work to continually improve the process.
2. Guide Corporation and the UAW understand the utmost importance of the integrity of the program, and that it depends on the confidentiality of each employee. Guide Corporation and the UAW will work

diligently to educate all the employees on the confidentiality regarding the local Work Family team and/or a referral agency.

3. Explanation of Benefits to employees involved regarding which recommended treatment qualifies for payment under the Guide Corporation Hourly Health Care Plan through the Benefit Representatives of the Local Union.
4. Establish and maintain active aftercare and follow-up programs.
5. Educate employees about the therapeutic benefits of self-help groups and encourage participants to engage in these activities.

In compliance with the National Agreement, Management maintains the responsibility to discipline or the right to invoke discipline measures and the Union shall continue its right of processing grievances concerning such matters.

An employee should not expect special privileges or exemptions from standard personnel practices following treatment.

Sick leave of absence will be granted pursuant to the National Agreement and the employee will be eligible for benefits in accordance with the Guide Corporation Health Care Plan/Life and Disability Plan, provided:

1. The employee has voluntarily submitted to undergo medical treatment for alcoholism/chemical dependency or personal problems in or from an appropriate facility.
2. The employee has unbroken seniority.

Education and training directed at all levels of local management, local union, and the work force are key tools in early identification and early intervention. Administrative costs of these programs will be funded by National Joint Funds through the life of this agreement.

Work/Family Representation

1. Work/Family representatives will be scheduled to report for Work/Family representation purposes during overtime, part time or temporary layoffs, or inventory when 50% or more of the people they represent on their respective shifts are scheduled to work.
2. During overtime hours, when less than fifty percent (50%) of the people they represent on their respective shifts are scheduled to work, they will not function pursuant to this Memorandum of Understanding, but will be scheduled to perform Work/Family Program activities if they would otherwise have work available in their equalization group.

Drug Testing

Because of the recent emergence of a substantial body of legislation requiring drug testing of many of the Corporation's employees, both represented and non-represented, the parties have had extensive discussions surrounding drug testing and have agreed to the following:

1. All substance abuse testing performed will be conducted in accordance with applicable laws, mandating or regulating such testing; such as, Federal Aviation Administration, Department of Transportation, or Department of Defense.

When Work Family/EAP Program participants or other employees suspected of being in need of Work Family services return to work, the following can be agreed upon between the bargaining unit and labor relations, Work Family team, and the employee.

The specific items to be included will be determined will depend on the individual case and should be developed to meet the particular circumstances. Accordingly, items one through five may be recommended for inclusion in a condition of employment by the joint Work/Family team.

1. Participation in self-help groups/meetings (in and/or out of plant). Length of participation and frequency of meetings can be specified in advance or left to the discretion of the Work Family team.

2. Participation in outside self-help groups and mandatory completion of an aftercare plan which might include antabuse recommended by a treatment facility and monitored by the Work Family team.
3. Mandatory cooperation in follow-up and monitoring for a time period specified by the Work Family team members.
4. Periodic scheduled urine screening when it is felt this procedure could be of value in monitoring and encouraging abstinence. Positive test results must be confirmed by a second testing method.
5. A specific period of total non-use of alcohol or other drugs can be agreed to between the parties. The Work/Family team and the employee must concur with this probationary period which is defined as not less than six months nor more than two years and it must be understood by all parties that resumed use could result in termination of employment during this period.

The above items (one through five) will be administered jointly by the Work/Family team for those employees returning under these conditions. Any conditions of continued employment agreed to by Management, the Union and the employee are considered contractually binding and non-compliance could result in disciplinary action up to and including discharge. The employee's previous disciplinary record and action which may be taken for further

misconduct will be matters reserved to the actual settlement of any grievance(s) involved and/or will be resolved between the bargaining unit representative and Labor Relations.

The seniority status of the employee must be specified as either a new hire or reinstatement of former seniority. If seniority is reinstated, all rights and privileges which would normally accrue in line with the reinstated seniority under the terms of the national or local agreement must be granted.

**International Union,
UAW**

Guide Corporation

Cal Rapson

Robert H. Stearns

Richard Ruppert

William H. Edwards

Garry Bernath

Toby Truex

[See Doc. 24, 54, 61]

MEMORANDUM OF UNDERSTANDING UAW- GUIDE QUALITY PROCESS

During the course of prior negotiations, Guide Corporation and the International Union, UAW, held extensive discussions about the quality of our products and services. There is ongoing recognition on the part of both parties to the National Agreement that the cornerstone of job security for all Guide Corporation employees is the design, engineering, and manufacturing of the highest quality, customer-valued products and services. This is reflected in the extensive efforts both parties have devoted to the subject of quality, both on the national and local levels, exemplified by the formation and institution of the UAW Guide jointly developed Quality Process. The Quality Process is Guide Corporation's only Total Quality Management System utilized at UAW-represented locations.

Further, the parties recommitted themselves to the ongoing implementation of the UAW Guide Quality Process. This jointly developed quality improvement process emphasizes customer satisfaction and enthusiasm, continuous quality improvement, and elimination of waste in the design, engineering and manufacturing of products and services provided.

During the past several years, the Corporation in cooperation with UAW leadership, together with the

men and women of Guide Corporation, have worked together within a spirit of teamwork to improve product and service quality. This spirit of cooperation has resulted in substantial improvement in the quality of the Corporation's products and services.

The parties recognize that the design, engineering and manufacturing of the highest quality, customer-valued products and services is essential to secure the Corporation's position in the global market and assure job security. The Corporation stated that high-quality products and services have to be the result of a total quality improvement process if Guide Corporation is to be the world leader in vehicular lighting.

Accordingly, Guide Corporation's process for total quality management is the UAW-Guide Quality Process the one process for total customer satisfaction and enthusiasm utilized at UAW-represented locations. Although Management has the ultimate responsibility for the Quality Process, it is recognized that UAW leaders and members are valuable partners in the development of the process, the action strategies, and its implementation plans.

This relationship is reflected in the extensive efforts both parties have devoted to the subject of quality, both on the national and local levels, exemplified by the institution of quality councils at appropriate levels throughout Guide Corporation.

It is recognized that the point where product design, technology, process and materials come together and must work in harmony is at the worker/supervisor level in the organization. High-quality products and services result from a well-managed process that motivates employees to work together within a spirit of teamwork to continuously improve customer satisfaction and enthusiasm. In this process, it is recognized that seeking opportunities for continuously improving product and service quality must be the foundation for customer satisfaction. It is acknowledged that it is ultimately Management's responsibility to establish and assure product and service quality requirements. Further, it is Management's responsibility to provide the processes for continuous quality improvement that support all employees based on the Beliefs and Values, as recorded in the Guide Corporation Corporate Policy Manual referenced as "Quality Process" (revised 1/10/95). This manual outlines specific policies to be followed throughout Guide Corporation and states in part:

"Guided by the Beliefs and Values, implementation of the Quality Process will lead to the highest satisfaction of the ultimate customers - those who buy Guide Corporation products and use our services. This value system represents significant expectations. It is crucial that behavior is aligned with these values and that decisions and actions are tested against them. We must constantly monitor our

behavior to be certain our actions are consistent with the commitments that have been made to the men and women of Guide Corporation."

It is recognized that performance of high-quality work is everyone's responsibility and, as a result, it is intended that the Quality Process Representatives and UAW leadership working together with local management will reinforce other ongoing quality improvement activities.

The parties also discussed the necessity for all Guide Corporation employees to take individual responsibility for product and service quality. Management's business planning process will include the necessity for providing employees with the appropriate training, methods and systems, materials, and equipment in an appropriate environment based on the Quality Process Beliefs and Values to perform their work. It is then incumbent upon employees to exercise diligence and properly perform their work to produce the highest quality, customer valued products and services.

It is only through personal commitment from every Guide Corporation employee to provide the highest quality, customer-valued products and services that we will satisfy our customers and maintain job security for all. Quality Council leadership at all levels within Guide Corporation and the UAW will review and apply the training and principles set forth in the Quality Process

Environment Action Strategies to assure the necessary level of understanding to lead this effort.

The general guidelines for the parties to provide additional support to employees in this quality improvement process are as follows:

I. Quality Process Structure

The following represents the Quality Process Structure:

A. The UAW-Guide Leadership Quality Council is co-chaired by the Chief Operating Officer of Guide Corporation, and the Vice President and Director of the UAW Guide Department. The UAW-Guide Leadership Quality Council membership includes representatives from the Guide Corporation and designated UAW leadership. The UAW Guide Leadership Quality Council will meet a minimum of twice per year. The responsibilities of the UAW-Guide Leadership Quality Council include, but are not limited to:

1. Providing direction and support for the UAW-Guide Quality Process activities,
2. Establishing annual objectives and goals,
3. Utilizing appropriate common measurements to monitor progress toward accomplishing the annual Quality Process

Objectives and Goals as agreed to by the Council,

- B. In addition, the UAW-Guide Leadership Quality Council will review company-wide new management quality or productivity improvement programs potentially involving UAW-represented employees prior to assigning resources for development and implementation. These reviews will extend to the UAW the opportunity to provide input into management's plans and to discuss the union's support and involvement. It is management's desire to implement all such quality improvement processes cooperatively with UAW leadership at all levels.
- C. Similar reviews and opportunities for involvement in new management quality or productivity improvement programs or utilization of consultants, potentially involving UAW represented employees, will be provided at the appropriate Quality Council level. This review will assure the UAW opportunity to comment on management's plans and to discuss the union's support and involvement.
- D. Management recognizes that UAW input to such improvement programs may create opportunities for collaboration and support. Accordingly, in an effort to avoid parallel programs, the parties agreed to establish a joint

committee comprised of management representatives from the Quality, and Operations areas and the co-chairs of the UAW-Guide Group Quality Council to discuss such opportunities for collaboration and support and to discuss and resolve issues that may arise.

- E. In the event such new company-wide management quality or productivity improvement programs that the Union has agreed to support require training and/or instructional materials, the co-chairs of the UAW-Guide Group Quality Council will assign appropriate resources to work with the designated management content experts for developmental purposes. Once approved by the development team, the training and/or instructional materials will be finalized by such co-chairs for inclusion in the UAW-Guide Quality Process training materials.

II. Group Quality Council Meetings

- A. In order to provide for meaningful discussions, regular meetings as set forth below will be scheduled by the Quality Council Co-chairs at all Quality Council levels consistent with the direction provided by the UAW-Guide Leadership Quality Council. Attendance by co-chairs is required in order to maintain organizational focus on continuous quality improvement and ongoing communications.

B. The Group Quality Council will meet a minimum of four times per year. The Vice President of Labor Relations and the assigned UAW International Servicing Representative from the Guide Department will co-chair these scheduled meetings and will determine the membership for such Quality Council meetings.

C. These Quality Council meetings will be supplemented by a Group leadership meeting to be held at least once per year. Additional meetings may be scheduled by mutual agreement of the Group Quality Council Co-chairs. The Vice President of Labor Relations and designated UAW International Servicing Representative will co-chair this meeting. Attendees will consist of the following:

- Quality Council members,
- Plant Managers,
- Plant Personnel Directors,
- UAW International Regional Representatives,
- Local Union Presidents,
- Local Union Shop Chairpersons,
- UAW Document 24 Quality Process Representative(s) and Management counterpart(s).

D. The responsibilities of the Group Quality Council include, but are not limited to:

1. Preparing and monitoring specific business and action plans to accomplish the annual Quality Process Objectives and Goals and reviewing progress.
2. Providing direction and support for Group Quality Process activities.
3. Reviewing Plant status reports on gap closure initiatives for the annual Quality Process Objectives and Goals.
4. Submitting a status report to the co-chairs of the UAW-Guide Leadership—Quality Council on gap closure initiatives prior to and for review at each UAW-Guide Leadership Quality Council Meeting.

III. Plant/Staff Quality Councils

- A. Plant Quality Councils will meet a minimum of once per month and shall consist of the following:
- President of the Local Union,
 - Shop Committee Chairperson and members of the Shop Committee,
 - UAW Regional Servicing Representative,
 - Plant Manager,
 - Personnel Director,
 - Other appropriate Management Representatives,

- Joint Activities Representatives, where provided, and
- UAW Document 24 Quality Process Representative(s) and their management counterpart(s).

B. The responsibilities of the Plant Quality Councils include, but are not limited to:

1. Preparing specific business and action plans to accomplish the annual Quality Process Objectives and Goals and reviewing progress.
2. Providing direction and support for plant Quality Process activities.
3. Reviewing gap closure initiatives for the annual Quality Process Objectives and Goals.
4. Supporting training for and the implementation of the Quality Process Action Strategies.
5. Submitting a monthly status report to the Group Quality Council Co-chairs on gap closure initiatives as requested.

IV. Quality Process Representatives Roles and Responsibilities

- A. Management Representatives will be assigned and will be provided appropriate time and**

authority to perform the required management Quality Process responsibilities. It is recognized that the duties of all Quality Process Representatives are to assist in the implementation of the Quality Process and related action strategies as directed by the Plant Quality Council.

B. Additionally, the Quality Process Representatives will support the principle that all employees have a responsibility for product and service quality by exercising due care and diligence in performing their duties as follows:

1. Understanding the Quality Process Action Strategies.
2. Coordinating achievement of the annual Quality Process Objectives and Goals with the Plant Quality Council, including but not limited to:
 - Supporting balanced implementation of the Leadership Initiatives to:
 - Build a Supportive Environment,
 - Create an Organization-Wide Customer Focus,
 - Synchronize the Organization, and
 - Detect, Solve, and Prevent Quality Problems.

3. Minutes of all meetings will be taken and distributed to members of the Quality Council.
 4. Assisting in the overall implementation of the Quality Process consistent with the "Roles and Responsibilities and Personal Development Guidelines for Quality Process Representatives" (QN-1455).
- C. Quality Process Representative Workshops may be scheduled during the term of this Agreement as determined by the Vice President and Director of the UAW-Guide Department and the Vice President Industrial Relations.
- D. The Quality Process Representatives will receive appropriate training necessary to effectively perform his/her duties.
- E. Each Quality Process Representative will be required to attend appropriate personal skill enhancement training sessions associated with his/her responsibilities. Guidelines for such training and method of delivery have been established and communicated to the Quality Process Representatives. In addition, the parties agreed to investigate additional internal and external resources for the development of training for advanced technical skills and certification for Quality Professionals.

- F. During overtime hours, such Quality Process Representatives will be scheduled to perform Quality Process related activities if they would otherwise have work available in their equalization group.

V. Product Quality Resolution Process

- A. The parties also discussed employees having opportunity to raise product quality concerns in the course of carrying out their required work assignments. It is recognized that such concerns require proper attention and response in the spirit of being potentially valuable contributions to product quality improvement.
- B. As a result, the Plant Quality Council at each location will implement a process for employees to voice their product quality concern(s), independent of the grievance procedure, for timely resolution of such concerns based on the following:
1. Employee/supervisor discussion to attempt to resolve concern, consulting as required with plant quality resources.
 2. If unresolved, the District Committee person, if requested, will assist in the resolution of the employee's concern.
 3. The supervisor and/or District Committeeperson may request the assistance

of the Quality Process Representatives to participate in the resolution of the concern.

4. Thereafter, if unresolved, the concern will be discussed with the Plant Quality Council at the next meeting.
5. If unresolved, either Plant Quality Council Co-chair will request the issue to be referred to the co-chairs of the next higher level Quality Council.
6. Thereafter, such concerns, if unresolved, will be referred to the UAW Guide Leadership Quality Council for discussion.
7. The Quality Process Representatives will advise the Plant Quality Council on the status of quality concerns referred to them.
8. Feedback regarding the status of the employee concern will be provided to the originating supervisor and the employee on a regular basis by the Plant Quality Process Representatives until the concern is resolved.

VI. Quality Process Suggestion Plan

- A. As a result of the UAW-Guide joint administration and ongoing support of the Quality Process Suggestion Plan, significant improvement in the areas of participation, savings, and processing time were experienced.

The Company informed the Union that Management would continue to implement the Quality Process Suggestion Plan Action Strategy as the single suggestion process in all UAW-Guide plant locations. The parties further recognized the necessity for joint leadership involvement at the plant and staff levels in order to gain the support and confidence from employees to submit their ideas and, in turn, to achieve mutually established Quality Process Objectives and Goals.

B. The parties discussed at length the purpose of the Suggestion Plan. Both parties agreed that the purpose of the Suggestion Plan is to enhance job security for all employees, not to reduce employment levels. Therefore, consistent with the objectives of the Quality Process Suggestion Plan guidelines, the parties agreed to place special emphasis on:

- Generating ideas that contribute to a safe work environment for all employees.
- Encouraging greater participation of employees in all aspects of the business.
- Recognizing employees for their ideas.
- Encouraging cost reduction and continuous improvement in all aspects of our business.

- Encouraging a greater level of teamwork through recognition of team suggestions.

VII. Planned Maintenance

The UAW-Guide Leadership Quality Council has directed via the Quality Process Objectives and Goals, that the Quality Process Planned Maintenance Action Strategy is to be utilized at all UAW-Guide locations as the one process for planned maintenance. The purpose of the Quality Process Planned Maintenance Action Strategy is to involve people to improve safety, quality, throughput, and responsiveness and to reduce costs thereby enhancing overall job security. The parties further agreed that Quality Councils at all levels will continue to measure and guide progress toward full implementation.

VIII. Marketing Advertising Campaigns

- A. During these negotiations, the parties discussed at length the importance of marketing/advertising campaigns involving or depicting UAW-represented Guide employees and the positive impact the message of such campaigns can have on our employees and customers. The parties recognize the benefits of providing the Union the opportunity for input to such marketing and advertising campaigns. Management informed the Union that it would continue to seek joint participation by bargaining unit and salaried employees.

IX. Labels and/or Decals

During prior negotiations, the Union expressed a desire for UAW members who have contributed significantly to improved product quality to be permitted to display packaging and shipping containers a joint label or decal certifying that the product is proudly built by Guide workers who are members of the UAW. During the current negotiations, the Corporation agreed to continue this approach to employee recognition and assured the Union of its commitment to employee recognition.

X. Issues Resolution Process

Any issues related to the foregoing may be referred to the co-chairs of the UAW-Guide Group Quality Council for resolution, including unresolved Quality Council concerns requiring cross-organization involvement prior to discussion at the UAW-Guide Leadership Quality Council.

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

**International Union,
UAW**

Cal Rapson
Richard Ruppert
Garry Bernath

Guide Corporation

Robert H. Stearns
Bill Edwards
Toby Truex

COMMITMENT TO DIVERSITY

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

The UAW and Guide have worked together for many years to understand and promote diversity in the workplace, a goal we absolutely agree on and are fully committed to. The parties have long recognized that diversity is the collective mixture of our similarities and differences. Both organizations recognize that diversity includes race and gender, as well as broader dimensions such as family status, religion, sexual orientation, education, abilities, disabilities, military status, union, non-union, language and many others.

Diversity is a positive asset to an organization because only by leveraging our diversity will we be able to achieve the kind of relationship that we know is necessary if Guide Corporation is to prosper and

provide good jobs that allow employees, both union-represented and salaried, to be secure in today's complicated world.

Our vision is to have a workplace that naturally enables the people of UAW-Guide to fully contribute and achieve personal fulfillment. The UAW and Guide continue to support and integrate the many voices of diversity, increasing our appreciation of cultural differences, beliefs, values, abilities, disabilities and sexual orientation. The UAW and Guide work together at the national and local levels to develop and deliver diversity training. The principles that guide UAW-Guide Diversity Initiatives include:

- creating a learning organization;
- seeking diverse input and involvement;
- leading the cultural change process; and
- pursuing continuous improvement in diversity actions and programs.

The National Equal Application Committee works with local Plants to provide educational materials to the UAW-Guide workforce regarding diversity and equal employment opportunities. They also identify community agencies involved in civil rights and diversity activities and work with community leaders to discuss and work towards solutions to mutual problems regarding discrimination. Action plans can be developed to include such activities as:

- utilizing plant communication methods to celebrate cultural diversity and share the UAW-Guide joint commitment to diversity;
- seeking input from identifiable diverse employee groups and individuals;
- identifying opportunities to celebrate diversity with educational awareness events and exhibits;
- communicating how diverse employee groups can participate in plant and community projects; and
- recognizing activities that are inclusive of diverse employee groups.

Very truly yours,

Robert H. Stearns
Vice President

JOINT PROGRAM REPRESENTATIVES

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

During these negotiations the parties discussed at length the need to focus our current joint program representatives on specific programs designed to assist our employees and the management in implementation of an improved working environment.

Over the years, we have agreed to a number of different joint program representatives appointed by the Vice President and Director of the Guide Department, UAW, and, in some cases, by the local management and union leadership at the direction of the Co-Chairman, National Executive Committee to carry out and administer certain negotiated agreement programs in the following functions:

- Health and Safety
- Joint Activities
- Accommodating DisAbled People in Transition (ADAPT)
- Employee Assistance Program
- Human Resource Development
- Joint Training
- Quality Process

Each plant in Guide Corporation depending on employee population, may have employees assigned to the above functions. Each time new programs have been negotiated, people were assigned to perform the tasks associated with each program to the extent that we now have several well-trained experts in those fields. The parties recognize that over the years priorities have shifted and, as a result, there is a need to carefully analyze the programs that currently require increased emphasis, such as, employee assistance, health and safety, etc. As a result, the parties have concluded that these well-trained resources can now be deployed or reassigned to programs requiring special attention.

It is recognized that each plant location has its own unique culture and needs; therefore, the local joint leadership group (Plant Manager, Personnel Director, Local Union President and Chairperson of the Shop Committee) will determine where their current full time representatives will be allocated to best serve the employees of the organization. It is recognized that at

some locations additional representatives may be required to perform tasks associated with the newly determined local focus and at others less. In any event, the total number of new and current full time joint program representatives shall not exceed the number provided for below:

<i>Plant Population</i>	Number of Representatives
Up to 200	1
201 to 400	2
401 to 600	3
601 to 1,000	4
1,001 to 5,000	Ratio of 1:250
5,001 and above	Ratio of 1:275

In the case of bargaining units between 1,001 to 5,000 and 5,001 and above, the number of representatives in a given bargaining unit will be determined by the number of represented employees (active, temporary layoff and Protected) divided by the appropriate ratio number. Where the fraction of the result is .5 and above, the number will be rounded up to the next highest whole number and where the fraction is less than .5, rounded down to the whole number.

Nothing in this agreement limits or is intended to interfere with any local mutually agreed upon projects or initiatives falling outside the scope of this

document that may provide additional staff resources to meet the specific objectives of the local parties.

Each plant has submitted a plan for deployment of these resources in accordance with specific guidelines issued by the National parties. All such representatives will be appointed by the Vice President and Director of the Guide Department, UAW. Such plan will include the names and assignments for each of the local representatives assigned to Joint Programs and will be forwarded to the National parties for approval prior to implementation. Likewise, as individual plant needs and priorities change, the local parties are afforded the flexibility to submit revised plans for National approval.

When plant population changes occur which would increase or decrease the number of representatives, such population changes must be in effect for a period of six consecutive months before such adjustment is made in the number of representatives, in which case such adjustment will be made at the conclusion of the six month period. In the event such population change results from the discontinuance or addition of a shift, the opening of a plant, or the cessation of a plant's operations, the adjustment in the number of representatives will be made within the first twenty working days following the first day such population change occurs. Other situations involving a sudden significant change in the number of

employees at a location may be discussed by the Corporation and the Guide Department of the International Union.

When a reduction or increase in plant population calls for a change in the number of representatives, the local parties will be required to submit a revised deployment of resources plan for approval. All representatives in either case will also be appointed by the Vice President and Director of the Guide Department, UAW.

It is understood that the Representatives re-deployed in these locally determined areas of special focus and attention may require additional training. It is agreed that such training will be provided.

It is agreed that such representatives shall function in accordance with governing provisions of the Guide-UAW National Agreement germane to their area of focus.

During overtime hours, joint program representatives in the areas of Joint Activities, Accommodating DisAbled People in Transition (ADAPT), Human Resource Development, and Joint Training will be scheduled to perform joint program-related activities if they would otherwise have work available in their equalization group.

Longer range, the National Executive Committee will establish a joint process aimed at effectively

consolidating, simplifying, integrating, focusing and achieving better utilization of joint programs at the plant level.

The spirit and intent of this document is to provide increased focus on joint employee programs and to more fully utilize the experience and talents of the representatives assigned to joint programs. The parties are committed to working together in a spirit of cooperation to improve our relationship and the effectiveness of our joint programs. The result of such cooperation will improve the working environment in our plants for all Guide employees.

Any problems relating to the implementation of this document may be raised by either party and it is understood that any necessary modifications may be made by mutual agreement between the Corporation and the International Union.

Very truly yours,

Robert H. Stearns

Vice President

[See Par. (19e), (23)]

[See Memo-Joint Activities]

[See Memo-Training; Memo-Attendance]

[See Memo-Human Resource Development]

[See Doc. 2, 21, 22, 55]

PARAGRAPH 76 - TEMPORARY EMPLOYEES

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During current negotiations, the parties reaffirmed their intent to continue the interpretation regarding Paragraph (76) expressed in the Louis G. Seaton letter addressed to Personnel Directors dated February 13, 1969. The text of this letter is as follows:

“As a result of a series of discussions between the International Union, UAW, and the Corporation, it has been agreed that the provisions of Paragraph (76) of the 1967 GM-UAW National Agreement will be applicable to temporary employees with more than thirty (30) days' of employment who are released or discharged. This provision, of course, is not

applicable to any employee laid off due to fluctuations in manpower requirements.

"The parties also agreed that this interpretation is not retroactive. Accordingly, cases currently in the procedure involving temporary employees should be processed on their merits without regard to the procedural requirements of Paragraph (76)."

The provisions of Paragraph 76 will apply to employees hired pursuant to Appendix A as of the date of hire.

Very truly yours,

Robert H. Stearns
Vice President

Doc. No. 26

ARBITRATION LETTER

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the course of the current negotiations, the parties reviewed the Grievance Procedure provisions of the National Agreement for the purpose of identifying certain problems that have been encountered under those provisions in processing grievances to arbitration. Generally, it was recognized that the procedure, as currently constituted, has worked well. At the outset of the 1979 negotiations, the number of open cases on appeal to arbitration was at the lowest level in many years despite the fact there had been an increase in the number of grievances filed. However, the Union stated that some instances have occurred wherein grievances protesting an employee's loss of seniority, discharge or a series of disciplinary layoffs leading to a discharge, have met with delay in the procedure following their

consideration at the Third Step and their resolution at the Arbitration Step.

In view of the above, the Corporation agreed to provide the Union with a 60 day summary of cases appealed to the Arbitrator protesting the loss of seniority, the discharge of employees and also those protesting progressive disciplinary actions which involve an employee whose discharge is also under protest in an open appeal case. This information will enable both the International Union and Corporation to monitor the number of such cases on appeal to the Arbitrator at any given time and to take remedial action on any particular cases which may be subject to undue delay.

In addition, the parties agreed to schedule regular meetings between the respective Arbitration Staffs to establish future scheduling, to explore alternatives that could increase the frequency with which plant appeal cases are addressed and to review other problems of mutual concern.

Very truly yours,

Robert H. Stearns
Vice President

[See Par. (5), (19), (43)]

Doc. No. 27

**HOLIDAY PAY AND DISCIPLINARY
LAYOFFS**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the current negotiations, the parties discussed the situation where the duration of an impending disciplinary layoff would encompass or abut a specified holiday.

To insure uniformity between plant locations in the administration of discipline in such situations, the Corporation advised the Union that, as a matter of policy as of the effective date of the 1979 National Agreement, loss of holiday pay will not be included as part of the disciplinary penalty assessed.

Very truly yours,

Robert H. Stearns
Vice President

Doc. No. 28

DISCIPLINE FOR GARNISHMENTS

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During current negotiations, the parties agree that no disciplinary action will be taken against employees due to any garnishment of their wages.

Very truly yours,

Robert H. Stearns
Vice President

REINSTATEMENT OF GRIEVANCES

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

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

However, in those instances where the International Union, UAW, by either its Executive Board, Public Review Board, or Constitutional Convention Appeals

Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the Guide Department of the International Union may inform the Corporation's Industrial Relations Staff in writing that such grievance is reinstated in the Grievance Procedure at the step at which the original disposition of the grievance occurred.

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

Notwithstanding the foregoing, a decision of the arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the Corporation

and such grievance shall not be subject to reinstatement.

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

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

It is agreed that none of the above provisions will be applicable to any case settled prior November 1, 1998.

Very truly yours,

Robert H. Stearns
Vice President

RELIEF TIME - CERTAIN OPERATIONS

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

The relief time in manufacturing plants on operations on which the employees' manual operations are continuous and which cannot be left unattended and for which the Corporation provides "tag" relief, and on certain other operations that the Corporation determines are likewise of such a nature as to give the employees no control over their work pace, shall be twenty-three (23) minutes before lunch and twenty-three (23) minutes after lunch on a regular eight (8) hour shift, making a total of forty-six (46) minutes. The amount of such relief shall be modified accordingly for a shift other than a regular eight (8) hour shift. The Plant Management may, by mutual agreement with the Local Union, allocate the relief

before and after lunch to not more than two (2) periods before lunch and two (2) periods after lunch.

Sufficient labor will be provided to enable employees to obtain the above relief taking into consideration that the first hour at the start of the shift and the first one-half hour after lunch are not ordinarily required for relief except in emergencies.

The parties have agreed to continue the following informal procedure to address complaints regarding this subject.

1. The complaint may be raised by the Chairperson of the Shop Committee directly with the Plant Personnel Director.

2. If not resolved, the Chairperson may refer the problem to a representative of the Guide Department of the International Union who may request a meeting with Guide Corporation's Industrial Relations Department to discuss the complaint and take appropriate action.

This letter and this informal procedure are not intended to prejudice the position of either Guide Corporation or the UAW.

Very truly yours,

Robert H. Stearns
Vice President

QUALITY PROCESS IMPLEMENTATION REDEPLOYMENT AND MEANINGFUL WORK

During the term of the 1990 GM-UAW National Agreement and through the direction of the North American Operations (NAO) UAW-GM Quality Council, the focus of the Quality Process evolved and changed from development to implementation. During this same period, GM North American Operations experienced operating losses requiring more efficient practices and a renewed focus on product quality.

Implementation of Synchronous Workshops, Accelerated Workshops (i.e., PICOS), Lean Manufacturing and other quality improvement activities, such as, best practices, resulted in health and safety, ergonomic, and operational improvements affecting quality and the cost of GM products and services. In many cases, these activities resulted in UAW-represented GM employees being placed in a JOBS Bank under the terms of the 1990 GM-UAW National Agreement. The Union leadership felt they could not be party to asking their members to assist in "working themselves out of a job" by supporting these efforts. In any joint effort, job security and "people issues" had to be considered so that people would be redeployed to meaningful work. The issue

was discussed at the January 13, 1992, GM Quality Council meeting resulting in specific commitments to integrate synchronous efforts into the joint Quality Process and explore ways to employ people more effectively with *meaningful work and help improve the business.*

When funding for the JOBS Bank was exhausted and the program discontinued, Management recognized that employee support and involvement in plant quality and productivity improvement activities were essential. As a result, on March 2, 1993, after the JOBS funding was exhausted and employees in the JOBS Bank were laid off, an "Employment Policy" was made effective which resulted in employees being retained at work and not laid off when such employees were impacted by jointly initiated product quality and operational effectiveness improvement efforts.

During the 1993 negotiations, the parties discussed the above events and the Union provided examples of successful redeployment processes. These redeployment processes, implemented at divisions and plants, resulted in people being retained at work and redeployed to meaningful assignments after they had been made available as a result of quality and productivity improvements and other initiatives.

Following 1993 negotiations, the parties agreed to jointly develop guidelines for redeployment processes, similar to those reviewed by the parties, to

assist plant and staff locations with planning for redeployment opportunities. Such guidelines were intended to assist the local parties with the development of plans that put first emphasis on redeployment of employees to meaningful assignments, which included regular productive assignments and "non-traditional" work, as well as efforts to competitively retain or insource new work.

Accordingly during these negotiations, Guide Corporation and the Union restated their intent to not place employees in underutilized or unproductive assignments or only contemplate utilization of the job security provisions of the National Agreement. Further, the parties agreed to reissue the document "Guidelines for Redeployment and Meaningful Work" (QN#2251) and that they would re-emphasize the importance of the local parties developing redeployment plans.

Doc No. 32

**SUBCONTRACTING—IMPLEMENTATION
PARAGRAPH (183)(d)**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the current negotiations the UAW complained that procedures set forth in the outside contracting provisions are not being satisfactorily implemented by Management in many instances.

This letter is intended to clarify the intent and purpose of this provision:

1. The "advance discussion" except where time and circumstances prevent it, will take place "prior to letting the contract for the performance of *maintenance and construction work*," before any decision has been made as to whether the work should be contracted out. The "advance discussion" will include information as to "why Management is

contemplating contracting out the work." It is evident that except as noted above, since Management is only "contemplating contracting out the work" when the "advance discussion" takes place, Management should not have made any decisions concerning whether or not to contract out the work before such "advance discussion" is held.

2. Management should advise the local Union of the "nature, scope and approximate dates of the work to be performed and the reason or reasons (equipment, manpower etc.), why Management is contemplating contracting out the work." The parties agree that historical understandings make reference to "manpower, skills, equipment and facilities" and also as to whether the Corporation "can do the work competitively in quality, cost and performance and within the projected time limit." Since any or all of these conditions may be entailed in the determination as to whether a particular contract should be let out or not, it is necessary that Management advise the local Union in the "advance discussion" concerning the item or items which are relevant to the decision-making.

3. If in the "advance discussion" it is clear that Management is only "contemplating contracting out the work" and if in addition all the pertinent information as noted above is supplied to the local Union, then local Union representatives will be given a better opportunity "to comment on Management's plans" and will also give an opportunity to

Management "to give appropriate weight to those comments in the light of all attendant circumstances."

4. These advance discussions should include a Management representative of the Plant Engineering or Maintenance activities knowledgeable of the issues.

In addition the Union complained that in certain instances plant Management requested and contracted for maintenance service on leased equipment, and extended warranty arrangements or service contracts were being purchased which impacted the job security of seniority employees in skilled trades classifications. Management stated that, while the Agreement covers the "fulfillment of normal warranty obligations by the vendor", warranty arrangements that extend beyond those customarily provided or the obtaining of service contracts are not covered by these provisions. Rather, such arrangements or service contracts covering work normally and historically performed by represented skilled trades employees are to be considered in the same manner as contracts for the performance of maintenance work and such decisions are covered by the provisions of the National Agreement. The local plant Managements will be advised accordingly.

Very truly yours,

Robert H. Stearns
Vice President

ADMINISTRATION OF HIRING SKILLED TRADES

Inter-Organization

GUIDE CORPORATION

Date: March 20, 2004

Subject: Administration of Hiring Skilled Trades

To: All Personnel Directors
Plants Covered by the Guide-UAW
National Agreement

During these negotiations, the parties had extensive discussions centered around the hiring of skilled trades employees as journeypersons without sufficient checking by local Management of the documents presented by the applicants to assure they qualify. They also complained that in some instances Management shifted the blame to the Union when such an employee had to be released because, upon further investigation, the information upon which Management relied to hire the individual did not meet the criteria.

In response to these complaints the Corporation stated it would inform local managements that when

proof of journeyperson status is not clearly established, such documentation will be furnished to the Chairperson of the Shop Committee and the matter will be thoroughly investigated before an employee is hired. In this regard, it was observed that establishment of such proof of status is often expedited when the applicant is a laid off bona fide UAW journeyperson. Additionally, the Corporation assured the Union that any explanation concerning the reasons a newly hired journeyperson must be terminated because of failure to meet the requirements is to be based on those factual reasons and not on the fact that the Local Union may have questioned the matter.

The parties mutually agreed that both the local Management and the local Union must exercise fair but sound judgment.

Robert H. Stearns
Vice President

**TRANSFERS AND PROMOTIONS — LOCAL
SUSPENSION OF PROVISIONS**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

During current negotiations, Guide Corporation and the International Union, UAW discussed the problem of the negative impact on product quality and customer satisfaction resulting from the movement of people through transfers, promotions and shift changes during critical periods in plant operations.

Accordingly, this letter is to confirm the agreement reached that the local parties are strongly encouraged to mutually agree on the suspension of the application of the National Agreement and local agreement provisions relating to transfers, promotions and shift changes, all or in part, during periods of model buildout, model startup, plant rearrangement, major line speed change, product change, addition or

elimination of a shift, or other mutually recognized problem period. Further, such local agreements shall be reduced to writing and signed by the local parties.

If there exist instances wherein mutual agreement cannot be reached by the local parties, such instances may be referred to the National parties for review and disposition.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 35

FILING FOR A SINGLE CLASSIFICATION

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

During current negotiations, Guide Corporation and the International Union, UAW discussed the situation where a particular classification to which an employee desires advancement appears in several departments. This letter will confirm the understanding that, where an employee desires advancement to a particular classification that appears in several departments, such employee may designate on either or both of the two (2) applications on file up to five (5) departments in which that classification appears and be eligible for consideration for promotion to that classification in all departments so specified.

Further, a refusal of an offer of transfer to any department specified will cancel the application to that classification in its entirety and the employee may be entitled to only one (1) valid application for a period of six (6) months thereafter.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 36

UNION WORK CENTERS

Inter-Organization

GUIDE CORPORATION

Date: March 20, 2004

Subject: Union Work Centers

To: All Plant Managers
All Personnel Directors

Guide Corporation agrees to provide designated Union representatives at each plant with the facilities and equipment necessary to perform their representation functions.

Issues concerning the adequacy of such facilities and equipment should be resolved at the local plant level.

Robert H. Stearns
Vice President

LOCAL UNION PRESIDENTS

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the current negotiations, the parties discussed the duties of the Local Union President in certain Guide Corporation plants. The parties agreed that the president's function includes, in addition to administrative duties as the Local Union's Chief Executive Officer, certain elements of National Agreement administration.

Accordingly, the Corporation agreed that in plants employing 500 or more employees where the Local Union President is a full time employee, such president will be allowed to perform legitimate administrative functions without loss of pay up to a total of forty (40) straight time hours per week. Moreover, in those same plants such president, as a

portion of the forty (40) hours will be permitted to leave the plant in accordance with Paragraph (24) of the Guide-UAW National Agreement and will be paid for up to six (6) hours per day Monday through Friday to perform legitimate administrative functions.

Such Local Union President shall notify the designated Management representative, when leaving and returning to the plant during working hours.

Moreover in those same plants when such Local Presidents are absent for at least one full working day for reasons other than those provided herein, Management will recognize a temporary replacement from among the full time employees. Notification of such replacement shall be submitted in writing at least twenty-four hours in advance to Local Management's designated representative. In the event such a replacement is made, the Local President shall not be paid and the replacement will be permitted to utilize time out of the plant with pay pursuant to the provisions herein.

In plants employing less than 500 employees but more than 250 employees where the Local Union President is a full time employee, such president will be allowed to leave the plant in accordance with Paragraph (24) of the Guide-UAW National Agreement to perform legitimate administrative functions without loss of pay for up to a total of eight

(8) straight time hours per week. Any single period of absence must be for a minimum of two (2) hours.

Any problems associated with the implementation or administration of this letter will be reviewed by the Industrial Relations Department of the Corporation with the Guide Department of the UAW.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 38

CHRISTMAS HOLIDAY PERIOD

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

This is to confirm our understanding concerning the Christmas holiday periods provided under our National Agreement.

The agreement is intended to continue the concept of an unbroken Christmas Holiday Period from the day before Christmas through New Year's Day (inclusive); a period that encompasses two weekends.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 39

FEDERAL INCOME TAX WITHHOLDING

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

This will describe the methods to be used by Guide Corporation Payroll Department in regard to withholding of Federal income tax from employee's wages attributable to grievance awards, vacation pay and pay in lieu of vacation from employee's wages.

Grievance awards in excess of \$500.00, but involving periods less than one calendar year, will be treated as supplemental wages and income tax withholding will be calculated using the Federal income tax regulations regarding supplemental earnings.

Likewise, pay in lieu of vacation also will be treated as supplemental wages and income tax withholding will be withheld using the Federal income tax regulations regarding supplemental earnings.

It should be noted that the tax withholding referenced above only covers the Federal withholding amount. An amount for FICA taxes and state or local income taxes, where applicable, will be in addition to the amount withheld for Federal income tax.

Grievance awards which are less than \$500.00 will be aggregated with the regular payroll and the income tax withholding will be calculated on the total amount.

If a grievance award is made for a period of more than one calendar year, the income tax withholding will be calculated as if the payment were for a single annual period. Thus, in such situations Guide Corporation Payroll Department will use the annual percentage table to calculate the income tax withholding for such awards. This method would be the same as considering the award as having been paid equally over the preceding 52 weeks.

For vacation payments made for time away from work, such payments will continue to be treated as a regular wage payment; i.e., income tax withholding will be calculated as if the vacation payment represented a regular weekly wage payment.

The above methods are dictated by Federal Income Tax Regulations. Therefore, any change or amendment to such Regulations will, of necessity, have to be reviewed for compliance with the above changes.

Formal procedures to effect these changes are being communicated to Guide Corporation Payroll Department by separate letter, with instructions to make these changes as soon as practical.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 40

**MAJOR PLANT REARRANGEMENT—
ADVANCE DISCUSSION**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the negotiations, the Corporation and the International Union discussed the potential impact that major changes or rearrangements in plant facilities might have on local agreements covering bargaining unit employees. The Corporation assured the Union that where there are such major changes or plant rearrangements, the Corporation will discuss such situations with the International Union as far in advance as possible. Also, the local plant Management will discuss such situations with the Local Union as far in advance as possible.

Very truly yours,

Robert H. Stearns
Vice President

OVERTIME POLICIES

Inter-Organization

GUIDE CORPORATION

Date: March 20, 2004

Subject: Overtime Policies

To: All Plant Managers
 All Personnel Directors

As part of the current negotiations, Guide Corporation informed the International Union, UAW that it is the Corporation's intention to continue its previous policy regarding overtime practices. This policy will be applicable only to those employees who are not covered by the provisions of the Memorandum of Understanding on Overtime.

There was considerable discussion in these negotiations about the claims of the International Union, UAW that too many employees who are required to work overtime over extended periods are not excused from overtime work assignments even though they have legitimate reasons to be excused.

The Corporation pointed out that overtime serves a number of functions essential to the effective

operation of Guide Corporation tightly integrated and interdependent manufacturing system. In many instances overtime must be worked at one or more plants in order to permit other plants to meet their schedules. Emergency overtime to repair breakdowns in essential equipment is often necessary to prevent or minimize interruptions in plant operations and resultant short work weeks for many employees. Overtime is also necessary on bottleneck jobs and also during certain times of the year in order to meet model change deadlines and to satisfy fluctuations in customer demand for Guide Corporation products.

Both the International Union and the Corporation recognized that the nature of the business requires overtime work assignments. In many instances, however, less than a full complement in a supervisor's group is needed to fill the jobs which are working overtime. When less than a full complement of employees is needed it is usually practicable for the supervisor to excuse employees who do not wish to work and confine the overtime assignments to those employees who do wish to work.

In situations where there are sufficient employees available who wish to work overtime and who are capable of doing the overtime work assignments, employees who do not wish to work overtime are to be excused from doing so, insofar as practicable.

Employees who are required to work overtime should be given as much advance notice as is practicable so that they can make any personal arrangements that may be necessary.

An individual employee's personal problems in connection with working overtime should be given careful consideration and such individual needs should be recognized. The individual employee's request to be excused from an overtime work assignment, when made a reasonable period of time in advance, should receive every possible consideration. When the request is granted the employee will be notified as far in advance as possible so that the employee can make personal plans accordingly. Thereafter, any cancellation or change in the arrangements to excuse the employee will only be made by mutual consent.

Except in situations of an emergency or crisis nature, an employee who is not assigned to a necessary continuous seven-day operation and who has worked thirteen consecutive calendar days will be excused from work on the next following Sunday provided the request for the day off has been made before the end of the employee's shift on the previous Friday.

Robert H. Stearns
Vice President

WEATHER COND. & RIOT LTR.

GUIDE CORPORATION

Date: March 20, 2004

To: All Plant Managers
All Personnel Directors

Subject: Failure to Work Forty Hours as
a Consequence of Severe
Weather Conditions or Riots —
SUB Plans

In general, the following SUB Plan determinations apply with respect to a plant shutdown in an area in which severe weather conditions or an actual or threatened riot have occurred:

1. With respect to a day for which the plant gives notification by public announcement or otherwise of a shutdown, a SUBenefit shall be paid as provided under the Plan to otherwise eligible laid off employees.
2. With respect to a day during which the plant attempts to operate but is forced to shutdown because of the absenteeism of employees, and forty percent (40%) or less of the employees scheduled to report

for work on the shift have not reported to work prior to the shutdown, a SUBenefit shall be paid to otherwise eligible employees who reported for work but were sent home when the plant suspended operations; provided, however, that if the amount of such SUBenefit payable plus the pay for hours worked on such day equals less than the equivalent of 4 hours' pay, such employees shall be paid 4 hours' pay by the Corporation for such day (including pay for any hours worked) in lieu of such SUBenefit, as provided below. In calculating the SUBenefit, credit should be taken as Available Hours for any period between the starting time of the employees' regular shift and the time they reported for work.

a. Employees who report for work during the first 4 hours of their regular shift on a day the plant has attempted to operate and subsequently shuts down, shall receive a SUBenefit for any hours not worked or made available during the period between the time they reported for work and the end of their regular shift; provided, however, that if the amount of such SUBenefit payable plus the pay for any hours worked on such day equals less than the equivalent of 4 hours' pay, the employee shall be paid 4 hours' pay by the Corporation for such day (including their pay for any hours worked) in lieu of such SUBenefit.

With respect to an otherwise eligible employee who reports for work during the

last 4 hours of their regular shift, a SUBenefit shall be payable for any hours not worked or made available during the period between the time they reported for work and the end of their regular shift and the minimum 4 hours' pay provisions shall not apply.

b. In addition to the provisions of 2(a) above, if overtime hours occur during the week in which the only day(s) of layoff is a day on which the plant attempted to operate but subsequently shutdown due to employee absenteeism, the SUBenefit for otherwise eligible employees shall be calculated with respect to the week. The SUBenefit amount, if any, plus the pay for any hours worked on such day(s) shall be measured against the minimum 4 hours' pay provision, if applicable, for such day(s).

However, if overtime hours occur during a week having 2 or more days of layoff, including at least one such day on which the plant attempted to operate but subsequently shutdown due to employee absenteeism, the overtime hours may only be applied to reduce hours of layoff on days other than such days on which the plant attempted to operate.

Consequently, a separate SUBenefit shall be calculated for each such day on which the plant attempted to operate, and the amount of such SUBenefit, if any, plus the pay for any hours worked on such day shall be measured against the minimum 4 hours' pay provision, if applicable. If a SUBenefit is

payable for such day, it shall be included and paid with any SUBenefit otherwise payable for the remainder of the week; provided, however, that the sum of such SUBenefits cannot exceed the SUBenefit, if any, that would otherwise be payable under the Plan for the Week.

c. A SUBenefit shall not be paid to employees for a day when the plant was attempting to operate if such employees failed to report for work at any time during such day. The total number of hours of the employees' regular shift for such day (8 hours in most cases) will be included as hours made available but not worked in the calculation of any SUBenefit otherwise payable for the week.

3. With respect to a day during which the plant attempts to operate but is forced to shutdown because of the absenteeism of employees and more than forty percent (40%) of the employees scheduled to report for work on the shift have not reported to work prior to the shutdown, the facts and circumstances of the local situation will be reviewed with the Industrial Relations Department with respect to any additional SUBenefit eligibility beyond the eligibility provided under item "2." above. Where no additional SUBenefit eligibility is authorized, the provisions and procedures under item "2." above will be followed. If additional SUBenefit eligibility is authorized, the following will apply.

a. Employees who report to work at any time during their shift shall have all hours worked or paid for such day disregarded in calculating Compensated or Available Hours for the Week and shall be deemed to be on qualified layoff for the shift.

b. Employees who did not report for work at any time during their shift shall be deemed to have been on qualified layoff for all of the day in calculating any SUBenefit otherwise payable for the Week.

The minimum 4-hours' pay provisions shall apply to all employees who report to work during the first four hours of their shift.

The foregoing SUB Plan determinations with respect to a day when the plant attempts to operate during severe weather conditions or during an actual or threatened riot apply only in situations where the plant is subsequently forced to shutdown because of employee absenteeism. If the plant shuts down early or employees are sent home for any reason other than employee absenteeism, eligible employees should be paid SUBenefits with respect to any period of qualified layoff to which they may be entitled under the Plan and the minimum 4 hours' pay provisions shall not be applicable.

4. With respect to a day during which the plant operates in an area in which severe weather

conditions or an actual or threatened riot have occurred and more than forty (40%) of employees scheduled to report for work on the shift do not report to work at any time during their shift, the facts and circumstances of the local situation will be reviewed with the Industrial Relations Department with respect to any SUBenefit eligibility for any employee for such day. If the determination does not authorize any SUBenefits then no SUBenefit eligibility will be determined under the provisions of this letter. If a determination is made to authorize SUBenefit eligibility for the shift, such eligibility and SUBenefit calculation shall be made in accordance with item "3." above.

In determining whether a plant shall attempt to operate during such severe weather conditions or during a riot occurring in the plant area, consideration should be given to the severity of the condition, actions of other employers in the area, and instructions, advice or proclamations issued by local or other authorities.

Employees who are unable to get to work due to a "BAN" on driving will be considered on Qualified Layoff for 8 hours for the day. "BAN" means that under a local law/ordinance which is proclaimed to be in effect through a public safety announcement, that persons caught driving in a specified area (through which employees had no alternative but to travel to get to work on regular shift) will be ticketed, fined

and/or jailed. Documentation of such public safety announcement is required from, and on behalf of, the employee(s) involved.

During the 1967 negotiations, it was understood by the parties that the Union's agreement with the Company SUB Plan determination to be followed with respect to a plant shutdown in an area in which severe weather conditions or an actual or threatened riot have occurred, as set forth in this letter, will in no way jeopardize or limit employee's right of appeal under the Plan to any such Company determination.

Robert H. Stearns
Vice President

MODIFICATION TO PARAGRAPH 69

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

During the current negotiations, Guide Corporation and the International Union, UAW, discussed the problem of "seniority slippage" under Paragraph (69) which inhibits bargaining unit employees from accepting assignments to fill supervisory positions. It was recognized that in many instances it would be of mutual benefit to the parties for these employees to function in such positions.

Accordingly, this letter serves to confirm the agreement reached between the National parties that:

1. The transfer of any employee from a job classification in the bargaining unit to a supervisory position will result in the recall of a seniority

employee from layoff status, if available, consistent with the provisions of the J.O.B.S. Program, and/or;

2. The transfer of an employee from a supervisory position back to the bargaining unit does not result in the layoff of a seniority employee;

Paragraph (69) of the National Agreement will be modified in the following manner:

(69) Any employee who has been transferred from a supervisory position to a job classification in the bargaining unit shall be credited with the seniority the employee had established prior to March 1, 1977, all time worked in the bargaining unit subsequent to March 1, 1977, and all time worked in a supervisory position subsequent to the effective date of this agreement provided:

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

b. Their employment with the Corporation has remained unbroken.

Such employee may be placed on the job to which the employee's seniority would entitle the employee under the local seniority agreement, beginning with the last previous job the employee held in the bargaining unit; provided however, that if such last previously held job is no longer in existence, the employee may be placed in accordance with

Paragraph (59). In no event shall such employee be transferred to a bargaining unit job at a time when the employee has insufficient seniority to be so placed.

In order to assure accurate and timely administration of the conditions stated above in Paragraph (69) of the 1984 GM-UAW National Agreement, the following procedures will be instituted:

1. When any employee is transferred from the bargaining unit to a supervisory position, the Chairperson of the Local Union's Shop Committee will be given a letter specifying the employee's name and the name of the seniority employee who is recalled from layoff status.

2. When such supervisory employee, specified above, is returned to a job classification in the bargaining unit, the Chairperson of the Local Union's Shop Committee will be given a letter, notifying the Chairperson of such transfer back into the bargaining unit.

Any complaints regarding the administration of this procedure may be raised by the Chairperson of the Shop Committee directly with the Plant Personnel Director.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 44

COLA CALCULATION

GUIDE CORPORATION

March 19, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

This letter is to confirm certain agreements reached by Guide Corporation and the International Union, UAW, regarding the calculation of the Cost of Living Allowance pursuant to Paragraphs (101)(d) through (101)(l) of the National Agreement.

The table in Paragraph (101)(h) has been constructed to provide that 1¢ adjustments in the Cost of Living Allowance shall become payable, sequentially, for each 0.08, 0.08, 0.08, 0.08, 0.08 and 0.09 change in the Index, and so forth, with that sequence of changes being repeated thereafter in the table so as to produce an average adjustment over time of 1¢ for each 0.08159 change in the Index.

If the Union claims that the Corporation's calculations in any particular instance were not made in accordance with the terms of this Letter of Understanding, it may pursue such claim in accordance with the provisions of Paragraph (55) of the new National Agreement.

Very truly yours,

Robert H. Stearns
Vice President

Attachment

[See Par. (101)(d), (101)(g), (101)(h)]
[See CSA #10]

COLA CALCULATION

Attachment

ENGINEERING METHOD OF ROUNDING

The following rules of rounding shall apply to the determination of the Consumer Price Index:

1. If the leftmost of the digits discarded is less than 5, the preceding digit is not affected. For example, when rounding to four digits, 130.646 becomes 130.6.

2. If the leftmost of the digits discarded is greater than 5, or is 5 followed by digits not all of which are zero, the preceding digit is increased by one. For example, when rounding to four digits, 130.557 becomes 130.6.

If the leftmost of the digits discarded is 5, followed by zeroes, the preceding digit is increased by one if it is odd and remains unchanged if it is even. The number is thus rounded in such a manner that the last digit retained is even. For example, when rounding to four digits, 130.5500 becomes 130.6 and 130.6500 becomes 130.6.

Doc No. 45

**TRANSFER PROVISIONS - JOINT AND
BENEFIT REPRESENTATIVES**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During these negotiations the parties clarified our understanding that all Joint Program and Benefit Representatives are entitled to transfer pursuant to the terms of Paragraphs (63) (a) (1), (63) (a) (2) and (63) (b) provided they are the applicant with the most seniority.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 46

PERSONAL PRIVACY

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During these negotiations the Union raised a number of concerns regarding the subject of personal privacy. The discussions centered on the collection and dissemination of personal data concerning employees and/or their conduct in the workplace.

The Corporation reassured that it places as much importance on the confidentiality of such information as does the Union. In this regard, the Corporation will continue to protect and respect the confidential nature of all personal information. Both the Corporation and the Union agreed that the collection and dissemination of all such data must be related to the legitimate needs of the business or as required by any local, state or federal law, regulation, or court order.

Very truly yours,
Robert H. Stearns
Vice President

Doc No. 47

SALE OF BUSINESS

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During these negotiations, the Union requested the Corporation to agree that any sale of an operation as an ongoing business would require the buyer to assume the 2004 Guide-UAW Collective Bargaining Agreement. The Corporation agreed to do so in the case of any such sale during the term of the 2004 Agreement.

Very truly yours,

Robert H. Stearns
Vice President

UP-FRONT LUMP SUM PAYMENT

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the current negotiations, the parties agreed to provide an up-front lump sum payment of \$3,000 to each eligible employee. Eligible employees are defined as those whose status on the effective date of this Agreement is one of the following:

- Active
- On temporary layoff status;
- On one of the following leaves of absence not greater than ninety (90) days:
 - Informal
 - Formal
 - Sickness and Accident

- Pursuant to Family and Medical Leave Act
- Military
- Educational

• Employees otherwise eligible with retirements processed for an effective date of April 1, 2004.

In addition, should the International Union, UAW Guide Department raise any question of equity in application regarding specific employees, the Corporation agrees to meet on such cases in order to *review the facts*.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 49

BEREAVEMENT VACATION WITH PAY

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

During the current negotiations, the parties discussed the possibility of a death of an immediate family member as defined in the Guide-UAW National Agreement occurring during a period in which an employee is on vacation time off with pay.

This confirms our understanding that if such circumstances occur where the employee has satisfied the requirements, the employee will be entitled to three additional days of vacation time off during the employee's vacation eligibility year. If an employee does not use these days by the employee's next vacation eligibility date, the employee shall be compensated for these days at a rate of pay established in accordance with the Guide-UAW

National Agreement. Recovery of overpayments made pursuant to this understanding will be made from any future payments payable under any term of this agreement.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 50

**HOLIDAYS OCCURRING DURING AN
APPROVED VACATION**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

During the current negotiations the parties discussed the situation where an employee has applied for and been granted a vacation for a calendar week which contains a holiday. The Union was concerned that if an employee was credited with a full week of vacation time off under this situation, the employee would not be able to receive the employee's full vacation time off as contemplated in the Vacation Entitlement Section.

The Corporation recognizes the desirability of providing vacation time off up to the employee's eligibility for vacation entitlement as of the end of the current eligibility year. Accordingly, the Union was

advised that in situations described above an employee would be eligible for an additional day of absence for vacation purposes to be scheduled in accordance with local practice. This would not apply to holidays falling within the Christmas Holiday Period.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 51

“COOLING OFF” PERIOD

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the course of the current negotiations, the Union expressed concern that some disciplinary interviews escalated into confrontation because tempers flared. The Union suggested that in these situations a “Cooling Off” period would be beneficial to all concerned.

The Corporation and the International Union agreed that contemplated discipline should be discussed in a calm manner allowing for an objective evaluation of the facts. In those situations where emotions preclude this from happening, the parties agreed that as a matter of practice and when possible such discussions should be postponed until such time that, in the

opinion of Management, a constructive exchange of information could occur.

Notwithstanding the foregoing the parties recognized that certain actions such as assault, or other serious acts of misconduct would render the "cooling off" period totally inappropriate.

Additionally, it was mutually recognized that providing or not providing a "cooling off" period will be without prejudice to either party in the application of any terms of the National Agreement and will not be cited or relied upon by an employee, the Union, or Management as a basis for any claim.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 52

**GUIDE CORPORATION POLICY
REGARDING SEXUAL HARASSMENT**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

The following is the text of Guide Corporation written and published policy regarding sexual harassment.

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

All employees are expected to deal fairly and honestly with one another to ensure a work environment free of intimidation and harassment.

Abuse of the dignity of anyone, through ethnic, racist or sexist slurs or through other derogatory or objectionable conduct, is offensive employee behavior. Sexual harassment also includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature.

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

As in the case of other unfair employment practices, if an employee believes he/she has been subjected to sexual harassment, he/she may bring his/her concerns to the attention of either his/her immediate supervisor, personnel director, representative, or union representative, or he/she may utilize appropriate and existing internal complaint procedures.

Guide Corporation and the UAW are in agreement that complaints of sexual harassment should be dealt with promptly and fairly under existing internal procedures as provided.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 53

EDUCATIONAL AND CAREER COUNSELING

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

During the course of national negotiations, the parties discussed matters relating to the Tuition Assistance Program and the shared concern that eligible employees may be using available tuition assistance funds for courses or programs that do not maximize their educational potential. As a result, it was mutually agreed it would be desirable and potentially cost effective to continue to make available competent educational counseling to such employees when educational decisions are being contemplated.

Accordingly, following negotiations, the parties jointly commit to review the experience of the Educational Development Counselor (EDC) Program currently underway. Following such review, the parties will seek authority and funding from the

Executive Board - Joint Activities to further implement cost effective methods of providing such counseling, including utilization of public and private resources and regionalization of the service, where practicable. Any problems relating to the implementation and administration of the Educational Development Counselor (EDC) Program may be raised by either party during the term of this Agreement and resolved on a mutually satisfactory basis.

Very truly yours,

Robert H. Stearns
Vice President

[See Memo-Tuition Assistance]

Doc No. 54

**TUITION ASSISTANCE PROGRAM
COLLEGE RECOGNITION
GUIDE CORPORATION**

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

During the course of national negotiations, the parties held extensive discussions on issues involving the Tuition Assistance Program (TAP). One of the issues discussed concerned utilization of TAP benefits to obtain educational credit for certain in-plant training. In this regard the parties agreed as follows:

In instances where employees, by virtue of their job assignment, are being provided with technical or professional training, the parties will jointly work with local recognized degree granting institutions to determine the possibility of obtaining credit for such training. Such credit would be applied toward recognized degree requirements only if the employee so desires. Additionally it is anticipated that costs for such credits will not normally equate to full credit

hour charges at the institutions involved. Some examples of circumstances under which this understanding would be utilized are training programs associated with Health and Safety or Employee Assistance Program assignments.

Very truly yours,

Robert H. Stearns
Vice President

**HEALTH & SAFETY REPRESENTATIVES
ROLE AND RESPONSIBILITY**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During these negotiations, the parties discussed at length the role and responsibility of the Local Joint Health and Safety Committee. The parties agreed that the role and responsibility of the Local Committee is primarily to serve as a technical resource and consulting team to the local Management and Union in matters regarding employee health and safety. In the performance of its role, the Local Joint Health and Safety Committee should coordinate joint activities directly related to employee health and safety and prevention of occupational injuries and illnesses. Among these activities are job related health and safety training, hazard communication, industrial hygiene technician sampling and ergonomics. Hourly

employees assigned to perform joint health and safety activities shall be appointed by the Union.

In recognition of the desirability of maintaining the professional standards established for employees assigned to health and safety activities, the National Joint Committee will establish a system to encourage and recognize the professional development of joint local health and safety representatives. Approved training from outside sources will be funded by the National Joint Committee.

Very truly yours,

Robert H. Stearns

Vice President

Doc No. 56

SKILL CENTERS - TRAINING IN PLANT

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During these negotiations the parties discussed the need for basic educational opportunities and training through existing in-plant or other dedicated, accessible and adequate facilities approved by the Local Joint Activities Committee. The parties agreed to increase their emphasis on basic educational opportunities and training while ensuring that employees and their spouses and retirees continue to have access to education and training opportunities for basic skills in areas such as math, reading, problem solving or language. The parties are expressly interested in assisting employees and their spouses and retirees who want to master new skills and achieve personal goals in basic education. In this regard, it was agreed that the National Executive

Committee will continue to develop basic education curriculum in six main areas of educational counseling and learning opportunities:

- **Adult Basic Education** - provides an emphasis on skill building in the areas of reading, writing, language and mathematics.
- **General Education Development** - provides the opportunity to prepare for a high school equivalency exam for those who have not earned a high school diploma.
- **Educational Enrichment Services** - provides the opportunity to sharpen skills in areas such as math, writing, reading comprehension, communication, problem solving and science, which can assist participants in technical training, college courses, or other personal goals.
- **High School Completion** - provides the necessary instruction in subject areas required to complete a high school diploma.
- **English as a Second Language** - provides instruction in speaking and writing the English language for participants whose native tongue is not English.
- **Academic Advising Services** - provides individualized academic advising services to participants to assist them in identifying and pursuing

basic education goals through project educational staffs and Educational Development Counselors.

The basic education curriculum and any enhancements would continue to be developed through the coordinated efforts of Local Joint Activities Committees (LJAC) along with local education providers and approved by the UAW-Guide National Executive Committee.

It is essential that training and educational services offered in Skill Centers will be jointly monitored, analyzed, and extensively researched to better meet the needs of the workforce and keep the curriculum current.

In this process, the parties agreed to develop changes or enhancements in the curriculum to meet the needs of the workforce. Additionally, the parties agreed to insure that employees and their spouses and retirees have access to education and training opportunities offered in Skill Centers to meet the challenges of the information age.

In developing these changes the parties will solicit input from plants, Local Educational Agencies, and other sources external to UAW-Guide, regarding what changes are deemed appropriate in the Skill Center curriculum and administration.

The program design may vary from one UAW/Guide location to another, but generally will focus on the

individuals, adapting to the different interests, abilities, and work schedules of the participants including:

- Individual Needs Assessments
- Individual Instructional Plan
- Individual and Small Group Instruction
- Computer-Aided and Computer-Managed Instruction
- Instruction in Diverse Subject Area, and
- Participant Anonymity

Hardware, software and training materials used in the above mentioned computer-aided and computer-managed instruction are subject to approval by the UAW-Guide National Executive Committee.

These Skill Centers create an environment which allows education opportunities to be more accessible within a positive environment. Project services would be integrated and coordinated with other personal development, educational and training activities in each location. Project staff will be made available at times that are convenient for workers including before and after shifts, breaks and lunchtimes.

The above educational pursuits will be supported by a combination of national, local and plant training

funds and will be jointly administered by the UAW-Guide National Executive Committee and the Local Joint Activities Committee. In addition, these facilities may be used for other appropriate training approved by the Local Joint Activities Committee.

If a plant constituting a local bargaining unit is scheduled to be idled or closed, the local parties will notify the UAW-Guide National Executive Committee of their proposed plan to alter Skill Center services for participants enrolled in the plant's Skill Center.

The notice will include a projected date for alternative arrangements, the number of participants enrolled and a brief description of the alternative arrangements. Thereafter, the national parties will discuss the matter and resolve any issues by mutual agreement of the Corporation and the International Union.

Very truly yours,

Robert H. Stearns
Vice President

[See Memo-Joint Activities]

Doc No. 57

**TRAINING OF INDIVIDUALS WITH
DISABILITIES**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During current negotiations, the parties discussed the need to provide training to all employees, including individuals with disabilities as required by appropriate state and federal law.

Recognizing that providing training to individuals with disabilities may require specialized instruction, the Corporation agrees to provide appropriate resources that allow individuals with disabilities to receive necessary training opportunities afforded other employees.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 58

CHILD CARE PROGRAM

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the course of the current negotiations the parties reaffirmed their commitment to Work/Family Programs to establish and support services to help workers balance their work and personal responsibilities. In support of this commitment, the parties agreed to continue to pursue a childcare initiative aimed at providing onsite or near-site quality childcare in one or more jointly selected Guide Corporation communities.

Any future childcare initiatives should support the unmet needs of parents consistent with goals and objectives of the joint parties, and based on knowledge gained from joint involvement in existing consortium initiatives.

A program to enable active employees to pay for dependent care services using pre-tax dollars will begin in the second quarter of 2001. In this regard, an employee funded Dependent Care Spending Account administered by the Guide Corporation Personnel Savings Plan Group will be provided. Costs associated with the administration of this spending account will be appropriately charged to National Joint Funds.

The UAW-Guide share of consortiums and new onsite or near-site childcare initiatives will be funded by National Joint Training Funds. The UAW-Guide share of on-going operations costs will be funded on a cost sharing basis using a combination of fees assessed to employees utilizing the service and National Joint Training Funds.

Management and Union representatives from those companies participating in the consortium and other initiatives or in the case of a UAW-Guide stand alone facility, the parties, will jointly develop plans for the center(s) including details regarding such items as follows:

- Proposed Sites
- Bid Procedure
- Size
- Capacity
- Quality

- Costs
- Services
- Operating Hours
- Capital Requirements
- Eligibility Rules
- Enrollment Policies
- Anticipated Fee Schedules
- Other Relevant Data

The plans will be submitted to the UAW-Guide National Executive Committee Activities for review and final approval. Additionally, the Board will review and evaluate the operating status of the center(s) consortium activities and childcare initiatives on a bi-annual basis to determine the viability and the advisability of continued operation, the desirability of expanding the concept, and other innovative activities that may meet the needs of our employees in a mutually satisfactory manner.

Very truly yours,

Robert H. Stearns
Vice President

[See Memo-Joint Activities]
[See Doc. 19]

Doc No. 59

PRE AND POST RETIREMENT PROGRAMS

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

This will confirm our understanding that the parties have agreed to continue their support of the Pre-Retirement Program "Design Your Successful Tomorrow" for UAW-represented Guide employees and their spouses. In addition, the parties have agreed to continue to support the Post Retirement Program implemented during the term of the 1990 GM-UAW Agreement. In this regard the parties have discussed at length the Union's concerns relative to the availability and participation of both Management and Union personnel involved in the implementation of the Programs. The parties renewed their commitment to continue their support for the implementation of and the participation in these programs. Following these negotiations, joint efforts

will be required to explore and analyze the various options available in order to address these concerns. Any problems coordinating the scheduling/facilitating of pre-retirement sessions should be raised with the Pre/Post-Retirement Program Administrators.

The programs will be supported by national training funds and will be jointly administered under the direction of the UAW-Guide National Executive Committee.

Very truly yours,

Robert H. Stearns

Vice President

[See Memo-Joint Activities]

Doc No. 60

**DISLOCATED WORKERS
(PRE-POST LAYOFF SERVICES AND
ORIENTATION)**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

During the course of national negotiations, the parties discussed the type and extent of services available to UAW-Guide employees who face indefinite layoffs.

In cases involving employees facing indefinite layoffs where recall or future Guide placement is unlikely, the parties agreed that efforts will include pre-layoff meetings not to exceed 24 hours in which topics developed such as the following, will be covered during working hours on or before the employees' last day worked:

- State of the Business, Local Perspective

- **Contractual Rights and Responsibilities**
- **Benefits (services, entitlements and continuation)**
- **Unemployment Compensation**
- **Money Management**
- **Community Services**
- **Employee Assistance Program**
- **Tuition Assistance**
- **Training and Outplacement**
- **Relocation and Placement Assistance within Guide**
- **Veterans Services**
- **Legal Services**

Post layoff services will continue to be made available to laid off employees through local agencies designated by the Guide Corporation.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 61

EAP - EARLY INTERVENTION

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

During the current negotiations, the parties discussed and noted that in many instances the early indicators of an employee suffering from medical and personal problems such as those associated with substance abuse, for example, are manifested in disciplinary situations involving violations of the Shop Rules. In those initial stages it is generally the first line supervisor and the district committeeperson who are first exposed to the potential of such underlying causes behind employee behavioral problems.

Although the parties acknowledge Management's responsibility to maintain discipline and to invoke disciplinary measures where violations of the Shop Rules occur, it is also recognized that local

management and union representatives at all levels are necessarily charged with the responsibility to exercise their best efforts toward the objective of early identification of employees whose behavioral problems may be linked to medical and personal causes and to strongly encourage them to seek assistance. In many cases this could be accomplished through referral to the local Work/Family Program Committee.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 62

POW/MIA FLAGS

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

Subject: POW/MIA Flags

During the current negotiations, the Union requested that Guide Corporation facilities fly POW/MIA flags. As discussed, flying of flags at Guide Corporation locations is a matter of Corporate policy.

In view of the special sensitivity associated with Vietnam era MIA and POW issues, the Corporation indicated a willingness to consider exceptions to its normal policy on flags when so requested by a Local Union. These exceptions may include: individual special requests, special days recognized by the U. S. government to honor or remember POWs or MIAs, or

other appropriate holidays such as Memorial Day and Veterans Day.

It is understood that this matter is one of Corporate policy and if revisions to the policy are made, the Union will be notified.

Very truly yours,

Robert H. Stearns
Vice President

OVERTIME

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the 2000 negotiations the parties discussed both the Union's and Management's concerns about the scheduling of overtime work Guide Corporation.

On the one hand Management recognized the legitimacy of the Union's concern that production not be scheduled on a sustained basis on overtime rather than recalling laid off employees or hiring new employees. On the other hand, the Union recognized that the scheduling of overtime serves an essential purpose in many situations in order to meet temporary or seasonal increases in sales, at new model start-up, and to make up for production lost due to factors beyond the parties' control, such as interruptions in the supply of parts. Also the parties recognize the need for overtime on vital tooling and maintenance projects which often must be

accomplished quickly on tight time schedules in order to avoid interruptions or delays in production and layoffs of production employees.

As a result of these discussions, the parties agreed to establish a procedure for regularly reviewing overtime work schedules. This review will be accomplished between representatives of Guide Corporation and the International Union, UAW and will be designed to focus on those plants and facilities that establish a pattern of high overtime scheduling on a sustained basis. The review is intended to assure that overtime work is not scheduled at a plant on an ongoing basis in cases where there are practical and economical alternatives. The alternatives to overtime considered by the parties may include employment increases, innovative shift arrangements, or improvements or additions to the plant's equipment which could eliminate a bottleneck; or the parties may conclude that the reasons for the overtime are temporary or unavoidable and that there are no practical or economical alternatives.

The purpose of this review procedure is to assure a timely and thorough review of overtime work schedules and provide for a balanced consideration of the interests of both parties.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 64

**JOBS PROGRAM
VOLUNTARY RETIREMENT LEAVES**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 E. Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

This is to confirm our understanding that the Pre-Retirement Leave Program set forth in Document No. 64 in the National Agreement and as implemented in the March 25, 1991 implementation document, shall be renewed for the duration of the 2000 Collective Bargaining Agreement. The renewal shall be on the same terms and conditions except that eligibility shall be limited to employees who would be eligible for a regular early retirement based on attaining 30 years of service within twenty-four (24) months of participating in a pre-retirement leave. Upon attainment of 30 years of service, the participating employee will retire. The Industrial Relations Department of the Corporation and the Guide

Department of the International Union are authorized to make jointly approved modifications to the program, as necessary.

Employees on pre-retirement leaves are considered to be Protected employees under the JOBS Program and will receive the same insurance benefits.

Very truly yours,

Robert H. Stearns
Vice President

[See App. K, Att.A]

Doc No. 65

**ATTRITIONAL CREDIT - UNIQUE
SITUATIONS**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Ave.

Detroit, Michigan 48214

Dear Mr. Rapson:

During these negotiations, the parties agreed that the principle of replacing attritions of eligible employees would be continued in this Agreement as the general rule. In addition, it was recognized that exceptions to this concept are appropriate in unusual situations. For example, if a location has a large number of Protected employees who cannot be effectively utilized, yet more Protected employees would be required because of the replacement concept, it may be appropriate not to do so.

Accordingly, this will confirm our understanding that the Industrial Relations Department of the Corporation and the Guide Department of the International Union are specifically empowered to investigate unique situations and evaluate requests for full attritional credit at a particular location, and implement mutually satisfactory adjustments to Appendix K, Section II(G).

Very truly yours,

Robert H. Stearns
Vice President

[See App. K, Section II]

Doc No. 66

Flying of UAW Flag at Guide Facilities

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the current negotiations, the Union requested that all Guide Corporation facilities, where the UAW represents employees, be permitted to fly the registered UAW flag. As discussed, flying of flags at Guide Corporation is a matter of corporate policy.

In view of the historic ties between the UAW and Guide Corporation, the Corporation indicated a willingness to investigate its policy on flags to determine the appropriate modifications required to meet the Unions request. The parties also recognize the need for a common and consistent application of the policy once such modifications have been determined and finalized.

It is agreed that once the policy modifications have been finalized, all Guide Corporation facilities, where the UAW represents employees, will make the

necessary arrangements to fly the registered UAW flag consistent with such policy. Appropriate UAW flags will be provided to the facility Manager by the Local Union President or the bargaining unit Chairperson.

Further, it was agreed that the Co-Directors of the UAW-Guide National Executive Committee will develop a plan for review and approval within twelve (12) months, if possible, to:

- Affix logo decals to existing Guide Corporation owned tractor trailers used to transport product produced by UAW-Guide Corporation represented employees and a commitment to identify new tractor trailers in a like manner,

- Affix the UAW registered logo to the doors of Guide Corporation owned tractors used to transport product produced by UAW-Guide Corporation- employees, and

- Develop a process and guidelines for local union presidents and plant managers to identify, through signage, the UAW local(s) representing workers at their location.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 67

Coordination of Sourcing Evaluations

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 E. Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

Subject: Coordination of Sourcing Evaluations

During these negotiations, the National Parties had extensive discussions regarding the implementation of Appendix L. In this regard, it was recognized that effective implementation is dependent in large part on the efforts of the local parties.

Both parties to this agreement acknowledge and commit that these matters should be viewed as high priority at the local level. Access to confidential information such as quote packages and pertinent financial data is essential. Therefore, in order to facilitate the sourcing evaluation process and the effective preparation of a quote response, the Plant

Personnel Director will assign coordination responsibility and authority to a designated local management representative. Such responsibilities may include identification of the appropriate management resources to respond to Union inquires, on a timely basis, and the scheduling of meetings, as required.

Very truly yours,

Robert H. Steams
Vice President

Doc No. 68

ADAPT PROGRAM

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the current negotiations, the Union raised a concern regarding management's active participation in the implementation of the ADAPT Program (Accommodating People in Transition - formerly Job Placement) at all UAW-Guide locations. The parties agree this process was designed to enable employees 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 the local and National Agreements.

The process will be administered at the plant level in accordance with existing National Guidelines.

The parties acknowledged that the proper implementation of the ADAPT Program has successfully provided the mechanism for many UAW-Guide employees with restrictions or disabilities an opportunity to be either retained at work or return to work on meaningful jobs. It was agreed that emphasis must be placed on Step 3 of the 6 Step ADAPT process focusing on job modifications. It was reaffirmed that members of the local ADAPT Committee, both management and union, are responsible for the successful implementation of the Program at their location. This is accomplished by taking an active role and by assigning and maintaining the necessary resources to administer the Program to meet requirements of the local and National Agreements.

The parties will explore for possible implementation an audit procedure and a computerized measurement system. This reporting system will provide the National Parties with the necessary information to ensure a common process is being used at all UAW-Guide locations.

In addition, the parties agreed a further emphasis must be placed on making employees, both hourly and salary, aware of the ADAPT Program and the opportunities it provides for accommodating people with disabilities. This will be accomplished through recurrent training, mailings of the ADAPT brochure to employee's homes and in-plant communications via videos, newsletters, etc.

The National Parties will monitor the Program and provide guidance and training including participating in a training conference during this agreement.

Problems not resolved at the plant level will be communicated to the National Parties for resolution using the process outlined in the ADAPT manual.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 69

JOINT ACTIVITIES FUNDS

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

We have managed to find common ground on many of the issues involved in these negotiations. Nowhere has that been *more evident* than in our mutual treatment of issues involving education and training and other programs of joint interest to better our employees and enhance their job security by strengthening the competitive position of Guide Corporation. Our deliberations in this area are in step with congressional and private sector initiatives toward a new era of cooperative labor relations.

In this regard, cooperative labor relations with respect to the joint arena can be accomplished only when activities are jointly approved, developed, implemented, monitored, and evaluated. Furthermore,

decisions must be arrived at in a setting which is characterized by the parties working together in an atmosphere of trust; making mutual decisions at all levels of administration which respect the concerns and interests of the parties involved; sharing responsibility for the problem solving process; and *sharing the rewards of common goals.*

In these negotiations, we have provided funding for our joint programs which reflect this national policy of cooperative labor relations. We should continue to ensure that the projects, programs and events which are supported in whole or in part with these joint funds do in fact keep us communicating on all levels, consistent with this objective.

We agree these funds will continue to be used to help solve mutual problems which may not be collective bargaining problems. They will continue to be used to make Guide Corporation and its employees more competitive in a global economy. In this regard, we jointly sponsor conferences, workshops, seminars and meetings to promote cooperative efforts on related subjects, and where appropriate, invite academic, professional, government, labor and industry representatives to attend and participate. In addition, we understand that while these funds are intended for education, training and development of UAW bargaining unit employees, there are situations where it will be natural for some salaried employees to receive the same training or participate in the same

program. Such expenses for non-bargaining unit employees may be funded with joint funds provided the parties agree.

Further, the jointly sponsored projects, programs and activities are designed to promote public awareness of Guide Corporation products (including the quality and reliability of such products), Guide Corporation workforce and its role in producing high quality products, and the relationship between Guide Corporation and the collective bargaining representatives for Guide Corporation employees.

We also recognize that as representatives of organizations such as the UAW and Guide Corporation, which are viewed by most as key to the vibrancy of many local economies and the national economy, we are expected to be responsible citizens and caring neighbors. Therefore, from time to time we have agreed to use these funds to assist the victims of disaster or the less fortunate in the communities where our employees live and work. We have also supported research projects or efforts by other training, educational or cultural institutions which will through education and exposure promote our goals of labor and management cooperation in the workplace.

We have pledged that these joint funds will continue to be used to enhance all our employees involvement in, and appreciation for, decisions that affect their

lives. We look to the UAW's continued cooperation in that regard in identifying and developing with us meaningful projects which will assist their members, and our employees, in reaching that objective.

The parties further agree that new programs and activities designed to enhance the welfare and job security of UAW-represented employees may be authorized and funded by the National Executive Committee under the provisions of the Memorandum of Understanding Joint Activities contained in the Agreement between Guide Corporation and the UAW.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 70

COMPLIANCE WITH FMLA

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

Subject: Compliance with the Family and Medical
Leave Act of 1993

During these negotiations, the parties discussed the Family and Medical Leave Act (FMLA) of 1993. The Corporation assured the Union that it will comply with the provisions of the FMLA.

As part of its compliance, the Corporation has established a category of unpaid leave called "FMLA Leave." In some instances, FMLA Leaves will be concurrent with leaves of absence covered by the National Agreement. Accordingly, in those cases where the employee is eligible for leave under the National Agreement and the leave also qualifies

under the FMLA, the Corporation intends to comply with the requirements of the FMLA as well as the separate provisions of the National Agreement regarding covered leaves of absence.

Pursuant to the Corporation's present plan for compliance with the FMLA, the Corporation's rights under the Act will be modified to:

- Provide that an employee on FMLA Leave will continue to accumulate seniority in the same manner as an employee on a Personal Leave of Absence;

- Permit but not require employees to substitute vacation and/or excused absence allowance for unpaid FMLA Leave;

- Provide that employees who are married to each other will be each entitled to a maximum of 12 weeks of qualifying leave under the Act;

- Provide that, when a third opinion is necessary under the medical certification and dispute resolution sections of the FMLA, the neutral provider will be selected jointly by the Corporation and the Union, with the consent of the employee, from a list, provided by the appropriate local or state professional medical association, of board certified specialists in the field of medicine in which the point of controversy exists;

- Continue Corporation-paid Group Life, Accidental Death and Dismemberment, and Disability Insurance during all FMLA Leaves that are not also Medical Leaves as if such leaves were Personal Leaves of Absence.

In addition, the Corporation's plan for compliance would:

- Not automatically designate and apply absence time that is compensated under the Sickness and Accident Insurance provisions of the Life, Disability and Health Care Benefits Program against an eligible employee's FMLA entitlement;

- Use a calendar year as the 12-month period of the leave entitlement (for example: in 2000, an employee would be eligible for 12 weeks leave from January 1, through December 31, 2000):

- Require repayment of the cost of health care coverage provided during the leave from employees who fail to return from FMLA Leave to the extent permitted by law.

The Corporation may make changes in its compliance plans to reflect changes in regulations and/or subsequent court decisions and the gaining of additional administrative experience but without reducing leaves provided by the Collective Bargaining Agreement.

Problems related to the implementation of this letter may be discussed by representatives of the UAW-Guide Department, and the Corporation's Labor Relations Staff.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 71

**PROCEDURE TO CORRECT PAY
SHORTAGES**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

This will confirm our understanding that the following procedure for correcting pay shortages due to Management error, of four (4.0) pay hours or more, will continue. It is further understood that all local agreements regarding this subject are rendered null and void.

- Upon employee request, Management will submit pay shortage information into the Payroll System.
- A check or direct deposit will be prepared with the employee's normal tax deductions.

- The check or direct deposit will be available to the employee at the plant by the end of the next workday (excluding weekends and holidays).

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 72

SOURCING EVALUATION

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 E. Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

The parties to this agreement recognize the critical impact outsourcing proposals have on the parties' relationship at both the National and Local level. In this regard, when potential outsourcing is under consideration, the local parties should have sufficient time to evaluate the proposal to insure that they have the opportunity to develop a plan to retain the work. During the discussions leading to the current Agreement, the sourcing process was modified to provide a more meaningful role for the Union in sourcing decisions through involvement in the request for quotation process. Under this process, which provides for earlier involvement, the Union will generally have as much time to evaluate methods to retain the work as the 150 day notification process

provided under the 1993 National Agreement. In those instances where it is anticipated that less than 150 days will be required to complete the sourcing process, the Chairperson of the Shop Committee will be so advised.

However, in such instances where the Union believes that insufficient time has been provided for input into a pending sourcing decision, the matter should be referred to the National Sourcing Committee for further discussion.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 73

RETIREE TUITION ASSISTANCE PLAN

GUIDE CORPORATION

March 21, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

This will confirm the understanding reached during the present negotiations that a Retiree Tuition Assistance Plan (including personal enhancement courses approved by recognized accreditation agencies and those approved by government education or training programs) for retired UAW-represented Guide employees shall continue to be funded under the Tuition Assistance Program. Retirees would be eligible to take classes approved on-site at the plant or local union hall at the location from which they retired. The courses offered to retirees must be those that are available to the active workforce.

The program provides up to \$1,250 per calendar year per retiree for the prepayment of tuition and compulsory fees for approved courses leading to credits or degrees only offered on-site by approved educational institutions, or courses included in a special range of approved competency based courses, including non-credit and non-degree courses or activities.

The Plan will be administered by the National Executive Committee. The Committee has the authority and discretion to interpret the terms of the Plan including, but not limited to, school and course approval, location of courses and program guidelines.

In addition, the grievance procedure set forth in the Guide-UAW National Agreement has no application to or jurisdiction over any matter related to this joint program.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 74

**UAW-GUIDE SCHOLARSHIP PROGRAM FOR
DEPENDENT CHILDREN**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
International Union, UAW
Guide Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During these negotiations, the parties discussed the importance of continuing education for school-aged dependent children of UAW-represented employees. In this regard, the International Union and the Corporation have agreed to continue the UAW-Guide Scholarship Program for Dependent Children.

The joint committee established by the National Executive Committee will continue to direct the delivery of the program based on the following parameters:

- Eligibility: Dependent children of active, retired, or deceased UAW-represented employees who are pursuing post-secondary education or training at an institution accredited by a governmental or nationally

recognized agency are eligible to apply for continuing education support. For purposes of this program, the definition of dependent children will be the same as defined in the UAW-Guide Legal Services Plan.

- **Amount of Support:** An annual voucher of up to a maximum of \$1,250 will be distributed directly to the recipient's educational institution for tuition and/or compulsory fees.

- **Funding:** Funding for this program, including administrative costs, will be provided through Joint National Funds. Total annual funding and expenditures for this program will be reviewed by the National Executive Committee.

- **Administrative procedures:** The Program will be jointly administered by National Executive Committee.

- **Payments under the UAW-Guide Scholarship Program for Dependent Children** will be subject to applicable federal, state, and local income tax provisions.

The Grievance procedure set forth in the current Guide-UAW National Agreement has no application to, or jurisdiction over, any matter related to this program.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 75

SUPPLIER CORPORATE CITIZENSHIP

GUIDE CORPORATION

March 16, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, MI 48214

Dear Mr. Rapson:

Subject: Supplier Corporate Citizenship

During these negotiations, the UAW stated its interest in having the Corporation continue to recognize the importance of using suppliers which are good corporate citizens and which can be relied upon for quality products and reliable delivery. The UAW further pointed out that the Corporation's selection of and relationship with suppliers have a significant bearing on its relationship with the Union. In this regard, the Union stressed repeatedly the importance of the Corporation's use of high quality, reliable suppliers which maintain good, fair and equitable

relations with their employees, and which satisfy the Corporation's need for a continuous, reliable and cost-effective supply of quality parts and materials.

Guide Corporation fully understands the Union's concerns in these matters, because quality products, uninterrupted delivery and good corporate citizenship -- by the Corporation and its suppliers -- contribute significantly to the Corporation's success in the marketplace, and all of these factors have a direct bearing on the job and income security of UAW members. Guide Corporation assured the Union that it would not take retaliatory action, such as canceling or refusing to renew contracts with suppliers, based on a decision of that supplier's employees to join a labor union. The Corporation further stated that all such decisions will continue to be based on quality, service, technology and cost. The Corporation similarly recognizes the value of suppliers that have successful relations with their employees and employees' representatives.

Guide Corporation agrees that its relationship with the Union is of paramount importance to the Corporation's long-term success. The Corporation has told its suppliers and the business community in the past of the positive aspects of its relationship with the UAW and will continue to do so in the future. Guide Corporation, therefore, has no interest in embarking on a purchasing strategy that would detract from that relationship.

Correspondingly, the Union has, from time to time, expressed to the Corporation its concern about certain aspects of the Corporation's relationship with particular suppliers in the area of quality, continuity of supply, and overall performance as a supplier including the maintenance of good relations by the supplier with its employees. The Union recognizes that the Corporation has expressed its views and made suggestions to its suppliers as a result of the Union's concerns, all within the bounds of applicable legal principles.

The parties recognize that instances in which these matters arise are inherently dependent upon the particular facts that are present in each situation and plan to continue to deal with these matters on a case-by case basis as they have in the past, and in compliance with applicable laws.

In particular, the Corporation will continue to urge its suppliers to treat their employees in a good, fair and equitable manner to provide them wages and benefits competitive within their industry, to provide a safe workplace and to avoid conduct which violates national or state labor and employment laws. In addition, the Corporation will, in a manner which is in compliance with applicable laws, notify suppliers of the importance the Corporation places on harmonious relationships between suppliers, their employees and any union that may represent them.

The Corporation will send or transmit to each of its current suppliers a letter, in the form attached hereto (the "Letter"), within sixty (60) days after the effective date of the National Agreement; and, upon request of the Union, the Corporation will re-send the attached letter within fourteen (14) days to any supplier who is awarded a contract with the Corporation. In addition, the Corporation will transmit the attached letter as a part of each Request for Quotation extended to domestic suppliers.

Very truly yours,

Robert H. Stearns
Vice President

Attachment

NEW

Form of letter to be sent to Suppliers

This letter will describe some aspects of Guide Corporation's policy on supplier selection.

The Corporation's decision to select or remove a particular supplier is based on numerous criteria, applied in conformance with legal requirements. Guide Corporation recognizes that it is in the mutual interest of employers and their employees for the employer to fully respect the right of the employees to representation by a union. It is, however, definitely not Guide Corporation's policy or practice to remove product from a supplier if that supplier's employees have chosen to join the UAW.

As you know, Guide Corporation has a positive and constructive relationship with the UAW, and we encourage our suppliers to strive for similar constructive relationships with their employees or representatives of their employees. Our joint programs have allowed us to make significant improvements in areas such as Health and Safety, Quality, and the implementation of lean manufacturing utilizing the tools of our joint process. We respect the UAW and the UAW respects us.

Guide Corporation also notes that many of our supplier facilities have recognized the UAW based on a showing of a majority support among employees by means of a "card check" certified by a neutral third party. Guide Corporation fully approves of decisions by our suppliers to use such peaceful means of determining employees' sentiment.

Should you have any questions with respect to this matter, please call.

Very truly yours,

(Vice President for Purchasing)

Doc No. 76

**WORKING ON A HOLIDAY/VACATION
ENTITLEMENT CONVERSION OPTION**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

Subject: Working on a Holiday/Vacation Entitlement
Conversion Option

During the negotiations, the parties agreed that employees who work on a designated holiday, and are otherwise eligible for holiday pay, may request that eight (8) hours be credited to their Vacation Entitlement Allowance, in lieu of receiving holiday pay.

Eligible employees who work on any designated Christmas Period Holiday, may request that eight (8) hours for each day worked be credited to their Vacation Entitlement Allowance, in lieu of receiving

holiday pay. Additional time off resulting from the Christmas Holiday Period may be utilized, per local plant practice, at any time during the following year prior to the next Christmas Holiday Period.

To provide sufficient time for administration, the employees must submit their request in writing no later than the Friday of the week in which the holiday occurs.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 77

**INDEPENDENCE WEEK SHUTDOWN
LAYOFF**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the current negotiations, the parties discussed situations in which employees are laid off prior to the Independence Week Shutdown period and thereby, become ineligible for the four (4) days of the Independence Week Shutdown pay.

As a result of these discussions, the Corporation agreed that seniority employees who work in the fourth work week prior to the Independence Week Shutdown period, and who are laid off either temporarily or permanently during that week, or during the first, second, or third work week prior to the Independence Week Shutdown period, shall be considered as meeting the requirements of Para.

202d(2) of the National Agreement. Therefore, these employees will, if otherwise eligible, receive the four (4) days of Independence Week Shutdown pay. This letter does not change or modify the Holiday Pay provisions of the National Agreement.

Any wages or benefits received from any other source during the Independence Week Shutdown period, including Unemployment Compensation or other state or federal payments related to unemployment, will create a Guide Corporation overpayment and shall be recovered by the Corporation from subsequent wages or benefits owed the employee. Recovery of an overpayment resulting from the payment of Unemployment Compensation or the receipt of a waiting week credit will be effected in a manner consistent with the provisions regarding holiday pay.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 78

**INDIVIDUAL WORK SCHEDULES
INDEPENDENCE
WEEK / VACATION SHUTDOWN**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the current negotiations, the parties discussed situations where employees were not advised of their individual work schedules for the Independence Week and Vacation Shutdown period in a timely manner. Management expressed their desire to provide employees with as much advance notice as possible. Therefore, after the announcement in February detailing which operations will be affected by the shutdown, all employees will be notified by local Plant Management, as soon as is practicable, as to whether or not they are scheduled to be working during the shutdown period. Should the circumstances change after an employee is informed,

the new schedule as well as the changed circumstances will be communicated to the employee as soon as possible.

In addition, when business conditions change and a plant is required to work after originally scheduled to be down, the plant will first try to meet their needs through the use of volunteers. Any problem in this area should be raised with the Vice President - Industrial Relations for review.

Very truly yours,

Robert H. Stearns
Vice President

NEAR MISS INCIDENTS

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the current negotiations, the joint parties discussed the importance of reporting, investigating, evaluating, and determining corrective actions for "Near Miss" incidents which occur in the workplace. The joint parties recognize that the foundation of any successful safety process rests with a cultural atmosphere that allows employees to bring potentially hazardous situations to the attention of management in order to achieve timely correction. This line of communication can only be achieved if employees are free to discuss "Near Miss" incidents with supervision without fear of reprisal. To this end, the Corporation will instruct Management at each facility:

- On the importance of reporting "Near Miss" incidents.
- To include near misses as part of the current incident investigation process including corrective action.
- To use counseling in lieu of discipline in those cases where an employee immediately self-reports a "Near Miss" incident involving a possible violation of safety rules.

Any issues arising from this document should be resolved in accordance at the appropriate level.

Very truly yours,

Robert H. Stearns
Vice President

Doc No. 80

**EMPLOYEE PRODUCT QUALITY
CONCERNS**

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

During the course of these negotiations, the parties discussed employees having the opportunity to raise product quality concerns in the course of performing their regular work assignments. In so doing, the employee plays a critical role in the continuous improvement of our products and, ultimately, in meeting the quality expectations of our customers. It is recognized that product quality concerns require an immediate and thorough response. The parties agreed the process set forth in the Memorandum of Understanding Quality Process provides for such immediate and thorough response and they will

therefore reinforce the value of the current process with all Quality Councils.

Accordingly, the parties agreed that they will therefore create awareness materials for distribution to all UAW-Guide Quality Councils. The purpose of such materials will be to encourage full awareness and participation of our employees, supervisors, committeepersons, and Quality Process representatives in this critical aspect of the continuous improvement of products and services.

Very truly yours,

Robert H. Stearns

Vice President

Doc No. 81

TEMPORARY EMPLOYEES

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During the current National negotiations, the issue of temporary employees was discussed at length between the Parties. The Union raised its concerns regarding abuses at our locations in connection with the use of temporary employees.

This letter confirms our discussions related to employees hired as temporary. In the event that a plant hires temporary employees without National Parties approval or in the event that a plant retains temporary employees past the approved period, such employees will become seniority employees. Temporary employees who become seniority employees will be given credit for time worked as a temporary.

Very truly yours,
Robert H. Stearns
Vice President

Doc No. 82

PROCESSING OF GRIEVANCES

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson

Vice President and Director

Guide Department

International Union, UAW

8000 East Jefferson Avenue

Detroit, Michigan 48214

Dear Mr. Rapson:

During these negotiations the Union cited several instances where Management delayed in providing information requested by the Union during the processing of a grievance. In response, Management assured the Union that they fully support the principle of full disclosure. The principle of full disclosure has been discussed in several Umpire decisions dating back to 1941. Management fully supports the principles outlined in those decisions.

Very truly yours,

Robert H. Stearns

Vice President

Doc No. 83

WAGE PROGRESSION

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During these negotiations, the Union expressed concern about the application of Paragraph (98) wage progression to certain employees returning to non-skilled classifications.

This will confirm our understanding that a seniority employee who did not complete wage progression to the full base rate of the job classification pursuant to the provisions of Paragraph (98) and

1) entered into the apprenticeship program but returned to a non-skilled classification before completing said apprenticeship shall be given credit for non-skilled wage progression purposes for the weeks worked while in the apprenticeship program, or

2) accepted and worked a temporary salaried assignment and returned to an hourly non-skilled classification shall be given credit for non-skilled wage progression purposes for the weeks worked as a temporary salaried employee.

Very truly yours,
Robert H. Stearns
Vice President

**2004 GUIDE-UAW
CONTRACT
SETTLEMENT
AGREEMENT**

**2004 GUIDE-UAW
CONTRACT SETTLEMENT
AGREEMENT**

Agreement dated this 21st day of March, 2004 between Guide Corporation, hereinafter called the Corporation, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter called the Union.

The parties hereto agree as follows:

1. New National Agreement

A new National Agreement to be dated March 21, 2004 and to become effective as hereinafter provided in Paragraph 23 of this Agreement has been negotiated by the parties hereto and consists of the provisions of the National Agreement between the parties dated March 16, 2000 except for the changes hereinafter noted.

Further the parties have entered into Memoranda of Understanding (MOU) which are dated February 26, 1999 (Delphi I - Anderson and Delphi I Monroe). It is understood that the terms of the MOU will remain in effect consistent with the provisions therein.

2. Language

The following paragraphs, appendices and memoranda are consistent with the spirit and intent of the March 16, 2000 Agreement as supplemented and shall be included in the new Agreement:

(1)	(4q)	(35)
(2)	(4r)	(36)
(2a)	(4s)	(36)(1)
(3)	(5)	(36)(2)
(4)	(5a)	(36)(3)
(4a)	(6)	(36)(4)
(4b)	(6a)	(36)(5)
(4c)	(7)	(36)(6)
(4d)	(8)	(37)
(4e)	(10)	(38)
(4f)	(11)	(38)(1)
(4g)	(12)	(38)(2)
(4g1)	(15)	(38)(3)
(4g2)	(16)	(38)(3)(a)
(4h)	(17)	(38)(3)(b)
(4i)	(18)	(38)(3)(c)
(4i1)	(19)	(38)(3)(d)
(4i1)(a)	(20)	(38)(3)(e)
(4i1)(b)	(20a)	(38)(3)(f)
(4j)	(21a)	(39)
(4k)	(22)	(40)
(4l)	(22b)	(41)
(4l)(a)	(23)	(42)
(4l)(b)	(25)	(42a)
(4l)(d)	(27)	(42a)(1)
(4l)(e)	(28)	(42a)(2)
(4l)(f)	(29)	(43)
(4m)	(30)	(43a)
(4n)	(31)	(43a)(1)
(4o)	(32)	(43b)(1)
(4p)	(33)	(43b)(1)(a)

(43b)(2)	(61b)	(69)
(43b)(3)	(61b)(a)	(69)(a)
(44)	(61b)(b)	(69)(b)
(45)	(61b)(c)	(70)
(46)	(61b)(c)(1)	(71)
(46)(1)	(61b)(c)(2)	(73)
(47)	(61b)(d)	(73a)
(48)	(61b)(e)	(73a)(1)
(48)(1)	(61b)(f)	(74)
(49)	(61b)(g)	(74a)
(50)	(62)	(75)
(50)(1)	(64)	(76)
(50)(2)	(64)(a)	(76a)
(51)	(64)(b)	(76b)
(52)	(64)(c)	(78)
(53)	(64)(d)	(78b)
(54)	(64)(e)	(78c)
(55)	(64)(f)	(78d)
(56)	(64)(f)(1)	(79a)
(57)	(64)(f)(2)	(79a)(a)
(58)	(64)(f)(3)	(79a)(b)
(59)	(64)(g)	(79b)
(60)	(64)(g)(2)	(79c)
(60a)	(64)(h)	(79d)
(61)	(65)	(79e)
(61a)	(66)(a)	(79f)
(61a)(a)	(66)(b)	(79g)
(61a)(b)	(66)(c)	(79h)
(61a)(c)	(66)(d)	(79i)
(61a)(d)	(67)	(80)
(61a)(e)	(68)	(81)

(82)	(96a)(3)	(112)(2)
(83)	(96a)(4)	(112)(3)
(84)(a)	(96a)(5)	(112)(a)
(84)(b)	(96a)(6)	(113)
(84)(c)	(99)	(113)(a)
(85)(a)	(100)	(114)
(85)(b)	(101)(d)	(115)
(85)(c)	(101)(e)	(116)
(86)	(101)(f)	(117)
(87)	(101)(f)	(118)
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(87)(4)	(103)	(182)(b)
(87)(5)	(104)	(182)(c)
(87)(6)	(105)	(182)(d)
(88)	(105a)	(183)(a)
(89)	(106)	(183)(b)
(89a)	(107)	(183)(c)
(90)	(108)	(183)(e)
(91)	(109)	(184)
(93)	(109a)	(185)
(94)	(110)	(186)
(96)	(110a)	(187)
(96a)(1)	(110b)	(188)
(96a)(1)(a)	(111)	(189)
(96a)(1)(b)	(111a)	(191)
(96a)(1)(c)	(111b)	(192)
(96a)(2)	(111c)	(193)
(96a)(2)(a)	(112)	(193a)
(96a)(2)(b)	(112)(1)	(193b)

(194)	(202)(h)	(210)
(195)	(202)(i)	(211)
(196)	(202)(j)	(212)
(197)	(202)(k)	(213)
(198)	(202)(l)	(213a)
(199)	(203)(1)	(213a)(1)
(200)	(203)(2)	(213a)(2)
(201)	(203)(3)	(215)
(202)	(203a)	(217)
(202)(b)	(203b)	(218)
(202)(c)	(204)	(218a)
(202)(d)	(205)	(218b)
(202)(d)(1)	(205a)	(219)
(202)(d)(2)	(206)	(221)
(202)(d)(3)	(207)	(222)
(202)(e)	(208)	(224)
(202)(f)	(209)	(225)
(202)(f)(1)	(209)(1)	(226)
(202)(f)(2)	(209)(2)	(227)
(202)(f)(3)	(209)(3)	
(202)(g)	(209)(4)	

**Appendix A (Memorandum of Understanding
Employee Placement)**

Appendix B (Date of Entry)

Appendix D (Acquiring Seniority)

Appendix F (Maintenance Subcontracting)

Appendix F-1 (Sub-Contracting Out)

Appendix F-2 (Sub-Contracting Special Procedure)

**Appendix K (Attachment A – Memorandum of
Understanding)**

**Appendix K (Attachment B – Memorandum of Goals
& Objectives of Job Security & Operational
Effectiveness)**

Appendix K (Attachment C – SEL Groups)

Appendix L (Sourcing)

Memorandum of Understanding on Overtime

Memorandum of Understanding on Joint Activities

**Memorandum of Understanding Joint Skill
Development & Training**

**Memorandum of Understanding Human Resource
Development**

**Memorandum of Understanding Tuition Assistance
Plan**

Memorandum of Understanding Quality Process

3. Documents

The following Documents are consistent with the spirit and intent of the March 16, 2000 Agreement, as supplemented, and shall be included in the new Agreement:

Doc. 5	Doc. 70	Doc. 118
Doc. 8	Doc. 72	Doc. 119
Doc. 10	Doc. 73	Doc. 120
Doc. 11	Doc. 77	Doc. 121
Doc. 13	Doc. 80	Doc. 123
Doc. 17	Doc. 81	Doc. 125
Doc. 19	Doc. 82	Doc. 126
Doc. 21	Doc. 83	Doc. 127
Doc. 24	Doc. 84	Doc. 129
Doc. 27	Doc. 86	Doc. 130
Doc. 30	Doc. 88	Doc. 134
Doc. 31	Doc. 90	Doc. 136
Doc. 32	Doc. 91	Doc. 137
Doc. 33	Doc. 93	Doc. 141
Doc. 34	Doc. 94	Doc. 144
Doc. 37	Doc. 96	Doc. 145
Doc. 40	Doc. 99	Doc. 146
Doc. 41	Doc. 101	
Doc. 46	Doc. 102	
Doc. 47	Doc. 105	
Doc. 48	Doc. 106	
Doc. 51	Doc. 107	
Doc. 52	Doc. 108	
Doc. 57	Doc. 109	
Doc. 58	Doc. 110	
Doc. 59	Doc. 114	
Doc. 67	Doc. 115	
Doc. 68	Doc. 116	
	Doc. 117	

Statement on Technological Progress

3a. The following New Documents and Letters are consistent with the spirit and intent of the March 16, 2000 Agreement, as supplemented, and shall be included in the new Agreement:

Para. (101)(b)	Para. (101)(b)(1)	Para. (101)(b)(2)
Apprenticeship Standards	MOU Wage Scale	Apprentices
COLA Calculation Conversion	Joint Program Representatives	Optional Insurance Coverage
Special Active Duty	January Bonus	Cash Balance Account
Bid Process		

3b. The following Excerpts from Minutes are consistent with the spirit and intent of the March 16, 2000 Agreement, as supplemented, and shall be included in the new Agreement:

Acquiring Seniority - Para. 218(b)		
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3c. During the Guide-UAW 2004 Contract Negotiations, the parties have agreed to **delete** the

following paragraphs, documents, etc. from the Guide- UAW National Agreement:

- Paragraph (21b)
- Paragraph (23a)
- Paragraph (64)(g)(1)
- Paragraph (78a)
- Paragraph (92)(a), (b), (c), (d), (e), (f)
- Paragraph (95)
- Paragraph (98)(1), (2), (3), (4), (5), (6)
- Paragraph (99a)
- Paragraph (101)(a)(2)
- Paragraph (101)(c)
- Paragraph (119)
- Paragraph (120)
- Paragraph (121)
- Paragraph (122)
- Paragraph (122)(a), (b), (c), (d), (e), (f), (g), (h), (l)
- Paragraph (123)
- Paragraph (124)
- Paragraph (125)
- Paragraph (126)
- Paragraph (127)
- Paragraph (127)(a), (b), (c), (d)(1), (d)(2), (d)(3), (e), (f),
- Paragraph (127)(g), (h), (l), (j), (k), (l), (m)
- Paragraph (128)
- Paragraph (129)
- Paragraph (130)
- Paragraph (131)
- Paragraph (132)
- Paragraph (132)(a)
- Paragraph (133)

- Paragraph (134)
- Paragraph (135)
- Paragraph (136)
- Paragraph (137)(a)
- Paragraph (137)(b)
- Paragraph (137)(c)(1)
- Paragraph (137)(c)(2)
- Paragraph (137)(d)
- Paragraph (138)
- Paragraph (138)(a), (b), (c)
- Paragraph (139)
- Paragraph (140)
- Paragraph (140)(a), (b)
- Paragraph (141)
- Paragraph (141)(a), (b), (c)
- Paragraph (142)
- Paragraph (143)
- Paragraph (144)
- Paragraph (145)
- Paragraph (146)
- Paragraph (147)
- Paragraph (148)
- Paragraph (149)
- Paragraph (149)(a), (a)(1), (a)(2)
- Paragraph (150)
- Paragraph (151)
- Paragraph (153)
- Paragraph (154)
- Paragraph (155)
- Paragraph (156)
- Paragraph (157)(a), (1), (2), (b)

- Paragraph (158)
- Paragraph (159)
- Paragraph (159)(a)
- Paragraph (160)
- Paragraph (161)
- Paragraph (161)(1), (2), (3), (4)
- Paragraph (162)
- Paragraph (162)(1), (2), (3), (4)
- Paragraph (163)
- Paragraph (164)
- Paragraph (165)
- Paragraph (166)
- Paragraph (167)
- Paragraph (168)
- Paragraph (169)
- Paragraph (170)
- Paragraph (170)(a), (b)
- Paragraph (171)
- Paragraph (171)(1), (2), (2)(a), (2)(b), (2)(c)
- Paragraph (172)
- Paragraph (173)
- Paragraph (174)
- Paragraph (175)
- Paragraph (175)(1), (2), (3), (4)
- Paragraph (176)
- Paragraph (176)(1), (2)
- Paragraph (177)
- Paragraph (180)(a), (b), (c), (d), (e)
- Paragraph (181)
- Paragraph (181)(a), (b)
- Paragraph (183)(d)

- Paragraph (190)
- Paragraph (190)(a), (b), (c)
- Document 1
- Document 2
- Document 3
- Document 4
- Document 6
- Document 14
- Document 16
- Document 20
- Document 22
- Document 28
- Document 29
- Document 44
- Document 45
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- Document 100
- Document 104
- Document 111
- Document 112
- Document 122
- Document 124
- Document 128
- Document 133
- Document 135
- Document 140
- Document 143
- Document 147

Cutter Grinder C

Appendix C

Appendix H

MOU-Work Centers

All references to EIT and EITS

4. Personal Relief for Certain Employees

The relief time in manufacturing plants on operations on which the employees/manual operations are continuous and which cannot be left unattended and for which Guide provides "tag" relief, and on certain other operations that Guide determines are likewise of such a nature as to give the employees no control over their work pace, shall be twenty-three (23)

minutes before lunch and twenty-three (23) minutes after lunch on a regular eight (8) hour shift, making a total of forty-six (46) minutes. This will not affect relief allowance now in effect on certain specific operations due to environmental job conditions. The amount of such relief shall be modified accordingly for a shift other than a regular eight (8) hour shift. The Plant Management may, by mutual agreement with the Local Union, allocate the relief before and after lunch to not more than two (2) periods before lunch and two (2) periods after lunch.

Sufficient labor will be provided to enable employees to obtain the above relief taking into consideration that the first hour at the start of shift and the first one-half hour after lunch are not ordinarily required for relief except in emergencies; details to be implemented locally with the understanding this provision shall not interfere with any mutually satisfactory local practice.

[See Doc. 30]

5. Union Bulletin Boards and Publication Racks

The Union agrees to indemnify the Corporation against any and all actions, charges, claims, damages or losses of any kind or nature whatsoever resulting from, arising out of, based upon, or attributable to (1) any material posted or displayed on Union bulletin boards bearing the written approval of the President of the Local Union or the

Chairperson of the Shop Committee, or (2) the display and/or distribution through the Union Publication Racks of publications of the Local Union and International Union which have been certified to Management as official by the President of the Local Union, the Chairperson of the Shop Committee or the International Union Representative.

[See Par. (92) (93) (94)]

6. Indemnity Agreement

The Union agrees to enter into indemnity agreements with the Corporation and the Trustee of the Guide-UAW Supplemental Unemployment Benefit Plan Fund whereby the Union indemnifies and protects the Corporation and the Trustee against liability arising from the check-off of Union membership dues and initiation fees from employees' wages or from any Regular Benefits received under the Guide-UAW Supplemental Unemployment Benefit Plan. Each of these agreements is to be similar in form and substance to the indemnity agreement executed by the parties in connection with the most recently expired Agreement, with such changes as may be necessary to make them conform to the current understanding of the parties.

[See Par. (4h),(4q)]

[See Doc. 8, 9]

7. Miscellaneous Agreements

The miscellaneous Memoranda of Understanding and other Agreements between the Corporation and the Union including the Memoranda of Understanding dated February 26, 1999 among the International Union, UAW, Guide Corporation and General Motors Corporation which are listed on the attachment hereto entitled "Miscellaneous Agreements," are hereby reinstated to the extent applicable under their respective provisions and shall continue in effect for the life of the new Agreement.

8. Grievances Under Old Agreement

Grievances filed with Management prior to the effective date of the new Agreement, may be appealed to the Arbitrator and considered by the Arbitrator under the provisions of the March 16, 2000 Agreement as though that Agreement were in effect until the effective date of the new Agreement.

[See Par. (46)]

9. Local Agreements

It is agreed that any written local agreements, including but not limited to, local wage agreements, local seniority agreements and local shift preference agreements, entered into by the Shop Committees and Local Managements after March 21, 2004, currently in effect, shall continue as local agreements between the respective local Management

and Shop Committee subject to their respective terminal provisions, if any, and subject to the provisions of the new Agreement, for the life of the new Agreement. Any local agreement without a termination clause shall terminate without further action by either party to such local agreement, with the effective termination of the new Agreement, and such local agreement shall not be terminated otherwise except as the parties to such local agreement may agree hereafter in writing.

[See Par. (59), (75), (100), (221)]

10. Hiring Rates

An employee hired during the term of the previous GM-UAW National Agreement(s) who has not attained the maximum base rate of the job classification as of the effective date of the new Agreement shall progress to the maximum base rate of the job classification in accordance with the provisions of Paragraph (98) of the Agreement most recently expired not including the amount transferred from the Cost of Living Allowance pursuant to Paragraph (101)(g) of this Agreement.

The parties agreed that Paragraph (98) of the new Agreement is not intended to change any of the provisions or applications of local wage rules. However, where such wage rules are applied to employees who have not attained the maximum base

rate of the job classification and who are covered by Paragraph (98), (98a), or (98b) of the new Agreement, the appropriate rate in Paragraph (98), (98a), or (98b) of the new Agreement will apply.

An employee, who has received the hire rate and rate progression set forth in Paragraph (98), (98a), or (98b) of the new Agreement and who, at the expiration of one hundred and fifty-six (156) weeks of employment, is assigned or continues to be assigned to a job classification that has an extended training period, but has not completed the required time in such classification to receive the maximum base rate, will continue at the current rate or the rate specified in the local wage agreement for time worked in such classification, whichever is higher. Thereafter, such employee will receive a rate in accordance with the provisions of the local wage agreement.

For the purpose of applying the provisions of Paragraph (98), (98a), or (98b) of the new Agreement to the administration of a "Levels of Learning" or "Pay for Knowledge" system, the "maximum base rate of the job classification" shall be the locally negotiated base rate for Level I. In the event an employee is transferred to a level higher than Level I, the maximum base rate of the job classification will be the rate for the level to which the employee is assigned.

For the purpose of determining the respective rates specified in Paragraph (98), (98a), or (98b) of the new Agreement, the Engineering Method of Rounding specified in the current letter regarding COLA-Calculation shall apply.

[See Par. (100)]

[See Doc. 44]

11. National Agreement Changes and/or Waivers

It is agreed that it may be beneficial for local unions and local managements to consider alternative work schedules and other changes at particular plant locations. It is further agreed that in order to facilitate and encourage such innovations, it may be necessary to change and/or waive certain provisions of the National Agreement at such plant locations. It is understood that any such change or waiver would not be effective unless approved in writing both by the Corporation and the International Union, and such changes would be effective only at the plant location(s) specifically designated.

[See Par. (81), (82), (83), (84a), (84b), (84c), (85a), (85b) (85c), (86), (89a), (220)]

[See App. K]

[See Doc. 63]

12. Local Issues Strikes

The Corporation will waive the provisions of the National Agreement prohibiting the right to strike with respect to each plant in which the International Union, UAW, authorizes a strike arising out of current negotiations of local issues, demands and supplemental agreements for the duration of the continuance of such strike at such plant. No such strike shall be authorized or called, however, without at least 5 working days prior written notice by the Union to the Corporation of the intention to authorize any such strike.

[See Par. (117)]

13. Related Supplemental Agreements

Modified supplemental agreements are agreed to as shown on the pages which are initialed by the parties.

An amended Supplemental Agreement covering Pension Plan, Exhibit A; an amended Supplemental Unemployment Benefit Plan, designated as Exhibit D; and an amended Supplemental Agreement covering Profit Sharing Plan, Exhibit F are agreed to and renewed and shall be the same as those of the most recently expired Supplemental Agreements except that they shall be revised as shown on the pages which are initialed by

the parties, effective in accordance with and subject to the provisions of such pages.

14. Life and Disability Benefits Program and Health Care Program

2004 Supplemental Agreements Covering Life and Disability Benefits Program, Exhibit B; and Health Care Program, Exhibit C, set forth in the pages which are initialed by the parties, are agreed to, effective in accordance with and subject to the provisions of such pages.

15. Personal Savings Plan

A 2004 Supplemental Agreement Covering Personal Savings Plan, Exhibit G, set forth in the pages which are initialed by the parties, is agreed to, effective in accordance with and subject to the provisions of such pages.

16. Exhibit B - Life and Disability Benefits Program

Notwithstanding the provisions of Item 23 of this Contract Settlement Agreement of the new Agreement, those provisions of Exhibit B to the new Agreement shall have as their effective date the effective date of the new Agreement.

17. **Corporation-Union Committee on Health Care Benefits**

The Corporation-Union Committee on Health Care Benefits will engage in activities which have a high potential for cost savings while achieving the maximum level of health care coverage and services for the money spent for such protection. The Corporation shall pay the reasonable expenses incurred for such mutually agreed upon activities such as studies, pilot projects, and use of consultants, where appropriate.

18. **Funding: Health and Safety Activities**

The Executive Board - Joint Activities will direct and support the joint health and safety activities at both the national and local level. These shall include health and safety training for skilled and non-skilled employees, pilot and research projects initiated by the Joint Committee on Health and Safety and expenses associated with the purchase and installation of equipment to improve communication of health and safety information between the Corporation and the International Union. To assure adequate funding for these activities, the Corporation will make available funding at four cents (4¢) per hour worked. These funds will be accumulated by and coordinated administratively on behalf of the Executive Board by the Joint Skill Development and Training Committee. In the event this Fund is

depleted, subsequent funding for future reoccurring expenses, if approved, will be made available through National training funds.

It is agreed that uncommitted funding balances accrued under the 2000 National Agreement as of March 21, 2004 will be carried forward under the New National Agreement. Subsequent March 21, 2004 a final reconciliation and balancing of accounts, expenditures and commitments as of March 21, 2004. Thereafter, the remaining funds will be available for the Joint National Committee on Health and Safety.

[See Memo-Joint Activities]

[See Doc. 2]

19. Wages Earned Definition

For the purpose of this Agreement, monies distributed in the form of Profit Sharing, and Payments provided for in Document 92 shall be considered wages earned.

[See Par. (41)(a)]

[See Profit Sharing Plan-Exhibit F]

20. Statement on Technological Progress

A statement, entitled "Statement on Technological Progress," as initialed by the parties, is attached hereto and made a part thereof.

[See Statement on Technological Progress]

21. Apprentice Safety Training

During the 2004 negotiations the parties agreed to a revised Basic Safety Training Guide

covering all approved Guide-UAW Apprentice Training.

[See Doc. 2]

22. Group Legal Services Plan

A 2004 Supplemental Agreement Covering Group Legal Services Plan, Exhibit I, set forth in the pages initialed by the parties, is agreed to, effective in accordance with and subject to the provisions of such pages.

23. Ratification and Effective Date

A. The new Agreement shall become effective on the first Monday following the date on which the Corporation receives satisfactory notice from the International Union that the new Agreement has been ratified by the Union membership provided that the Corporation receives said notice from the International Union on or before April 5, 2004.

B. No provision of the new Agreement shall be retroactive prior to the date such Agreement becomes effective, unless otherwise specifically stated therein.

[See Par. (222)]

24. Counterpart Signatures

The signatures hereon shall be applicable to each of the various written agreements to which each party has committed itself in the same manner and

with the same effect as if physically subscribed thereon.

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

International Union

UAW

Ron Gettelfinger

Cal Rapson

Richard Ruppert

Garry Bernath

Tom Rankin

Lance Schattner

Roger Smith

Larry Jackson

Guide Corporation

Tom Dennig

Joe Ruffolo

Robert H. Stearns

Carlton C. Montague

William H. Edwards

Erich L. Ewald

Tobin V. Truex

Chet Grynawiski

Kacy Cordial

STATEMENT ON TECHNOLOGICAL PROGRESS

During negotiations the International Union has claimed that certain work which is performed at some plant locations where the UAW is the certified bargaining representative of certain employees has been improperly assigned to non-represented employees of Guide Corporation.

The Corporation is mindful of the Union's concern regarding the scope and work content of job classifications of employees in the UAW bargaining unit and how such may be affected by advancing technology. Accordingly, the Guide-UAW Joint Training Committee will meet periodically to discuss matters concerning new or advanced technology that cannot be resolved locally and are referred to it by local unions or local managements.

Advancing technology has created, and will continue to create, new and more complex problems bearing upon the work content of job classifications of employees represented by the Union.

It is not the Corporation's policy to assign to non-represented employees work which comes within the scope and content of that normally assigned to represented employees at a particular plant location. The Corporation recognizes that mere novelty or the sophistication of new technology alone is not grounds

for withdrawing work from represented employees. Similarly, the Corporation does not believe that the perimeters of the bargaining unit at a particular plant location should be expanded simply by the introduction of new technology.

It is recognized that advances in technology may alter, modify or otherwise change the job responsibilities of represented employees at plant locations and that a change in the means, method or process of performing a work function including the introduction of computers, energy management systems, modern, art to part, tool cutting paths and fiber optics, CAM, CMM, CAE, 3D Visualization or other new or advanced technology will not serve to shift the work function from represented to non-represented employees. Therefore,

1. Where a work function at a plant location preceded the certification of the Union, the work function will be assigned as it was assigned at the time of certification, unless there has been a written agreement otherwise.

2. Where a work function was introduced at a plant location following the certification of the Union, the work function will be assigned as it was originally assigned, unless there has been a written agreement otherwise.

The Corporation and the International Union are in agreement that the assignment of represented or

non-represented employees depends upon the work function involved and not necessarily upon the work tasks required to accomplish such work function.

Notice and Discussion

The Corporation agrees to advanced written notification to local unions at locations planning the introduction of new or advanced technology so as to permit meaningful discussion of its impact, if any, upon skilled or non-skilled employees.

The Local Management will describe for the Shop Committee the extent to which such technological changes may affect the work performed by represented employees at the plant location involved. The Chairperson of the Shop Committee and the International Union will be provided a written description of the technology involved, the equipment being introduced, its intended use and the anticipated installation date(s). During the discussions the Chairperson of the Shop Committee may include other Local Union representatives such as the Health and Safety Representative, a representative from the Local Joint Training Committee, or other employees, as necessary, in order to review the various matters of concern relative to the introduction of the new technology involved. Accordingly, the parties agreed upon the following examples of situations where notification should be given:

A) The first introduction of a technology as compared to previously existing plant technology.

B) Introduction of a new, more advanced generation of existing technology having a significantly different impact on the bargaining unit.

C) Introduction of a new application of existing technology which has a significantly different impact on the bargaining unit.

The parties also highlighted that the National Agreement provides for notification to take place as far in advance of implementation of the technological change as is practicable. This is not only to enable the Shop Committee to discuss the impact such introduction of technology has on the bargaining unit, but also to discuss timely implementation of employee training to prepare them to perform their appropriate functions.

Training

The Union has also voiced concern about the possibility that new, technologically impacted bargaining unit work will not be awarded to represented employees because they are insufficiently trained to perform it. In view of the parties' interest in affording maximum opportunity for employees to progress with advancing technology, as part of the advanced discussion, the parties shall seek to identify

appropriate specialized training programs, to be made available as far in advance of the technology's introduction to the plant as practicable, so that employees will be capable of performing new or changed work normally performed by represented personnel.

Dispute Resolution

The following paragraphs set forth a means of resolving disputes concerning particular problems occasioned by advancing technology.

Where the initial introduction of new or advanced technology at a plant location occasions a question of whether:

- 1) certain new work should be assigned to represented employees,
- 2) affects the job responsibilities of represented employees, or
- 3) otherwise impacts the scope of the bargaining unit,

Local Management and the Shop Committee will attempt to resolve the matter without resorting to the grievance procedure. Local Management will cooperate in the Shop Committee's investigation and evaluation of impact issues raised due to the introduction of new or advanced technology. Comments by the Shop Committee will be carefully evaluated by the Local Management in accordance

with the Corporation's policy relative to the assignment of work which comes within the scope and content of that normally assigned to represented employees at the plant location. If the issue remains unresolved, it may be introduced into the second step of the grievance procedure.

Settlements made by the local parties concerning the assignment of work functions as between represented and non-represented employees in relation to the new or advanced technology discussed will be forwarded to the International Union and the Corporation and will be reviewed by the Guide-UAW Joint Training Committee within thirty (30) days of receipt of the settlement. In the event either the Corporation or the International Union does not approve the settlement following the review by the National Committee, the subject matter in dispute will be referred to the Management-Shop Committee Step of the Grievance Procedure and processed in accordance with the applicable provisions of the Grievance Procedure.

NEW LETTER

Addition of Apprentices

GUIDE CORPORATION

March 21, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson,

During the 2004 national negotiations, the Corporation agreed to add two (2) apprentices per year, provided there are no layoffs in that specific trade.

Very truly yours,

Robert H. Stearns
Vice President
Guide Corporation

NEW LETTER

COLA Calculation Conversion

GUIDE CORPORATION

March 21, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During these negotiations, the parties discussed the relationship between the employee paid healthcare benefits received by UAW-General Motors employees and the general cost of living. As a result of these discussions, the parties agreed to base future cost of living adjustments on the Consumer Price Index for Urban Wage Earners and Clerical Workers (current series, CPI-W, for all items less medical care, not seasonally adjusted, United States City Average), as published by the Bureau of Labor Statistics (1982 - 1984 = 100). This will become the new Index.

This letter is to confirm that the changes to Paragraphs (101)(f), (101)(g), and (101)(h) of the 2003 National Agreement and to Document No. 87, the letter of understanding on COLA calculation

required for the conversion to the new Index, are intended to maintain the same mathematical wage replacement ratio as existed for the May – July 2003 quarter.

In this regard, it is our intention to construct cost of living adjustment tables in the following manner.

Tables shall be based on a new formula value that bears the same relationship to the May-June-July 2003 average for the new Index that the previous formula value of 0.25 bears to the May-June-July 2003 average for the all items CPI-W on the 1967 base. This yields a new formula of a one cent adjustment for each 0.08159 change in the new Index.

New adjustment brackets will be taken to two decimal places and will follow a repeating cycle of .08, .08, .08, .08, .08, .09, .08, .08, .08, .08, .08, .09, etc.

Very truly yours,

Robert H. Stearns
Vice President

NEW LETTER

Joint Program Representation Levels

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

During these negotiations, the parties discussed at length proper representation levels for the joint programs essential for the well being of our employees.

As a result of these discussions, the parties agree to modify the 2004 National Agreement provisions regarding joint program representation. As a result of attrition, this will be effected by combining assignments, which will result in the elimination of three (3) representatives per location during the life of this Agreement.

Very truly yours,

Robert H. Stearns
Vice President

NEW LETTER

Annual Lump Sum Bonus

GUIDE CORPORATION

March 20, 2004

Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Rapson:

This letter is to confirm our understanding that all active hourly employees will receive an annual lump-sum January bonus of one thousand dollars (\$1,000.00) in the first full pay period of calendar years 2005, 2006, 2007, 2008 and 2009.

Very truly yours,

Robert H. Stearns
Vice President
Guide Corporation

NEW LETTER

Product Bid Process

GUIDE CORPORATION

March 20, 2004

**Mr. Cal Rapson
Vice President and Director
Guide Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214**

Dear Mr. Rapson:

This letter is to confirm our understanding reached during the 2004 national negotiations regarding Guide Corporation's product bid process. During our discussions, the Corporation agreed that the International UAW's active involvement in that process could only result in a more competitive approach in the attempt to secure new work at our facilities.

In this regard, it is our firm determination to include the International UAW in Guide's future product bid process. It is our intention that our respective staffs will meet and finalize the procedure in which that joint endeavor can be promptly achieved.

Very truly yours,

**Robert H. Stearns
Vice President
Guide Corporation**

2005

JANUARY

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APRIL

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JULY

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AUGUST

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SEPTEMBER

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4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30		

OCTOBER

							1
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	
30	31						

NOVEMBER

		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

DECEMBER

					1	2	3
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

