

LOCAL SENIORITY AGREEMENT

**GM Components Holdings, LLC
General Motors Company
and
GMCH Unit No. 1, Amalgamated Local No. 686, UAW
Lockport, New York**

This Memorandum of Understanding, entered into this ~~13th day of February, 2012~~, 18th day of June, 2016, represents the commitment of UAW Local 686, Unit No. 1, and Management leadership of GM Components Holdings, LLC, General Motors Company, Lockport, New York, to lead and support efforts which will improve products and services. It provides the basic concept which the parties commit to support as we move forward. Moreover, this Memorandum represents a conscious effort to create and maintain a working environment that recognizes all employees as the fundamental element of the success of our business and commits the joint leadership to effectively utilize our human resources by providing them with the opportunity to make a contribution to the business and society through their involvement and participation.

CONTINUOUS IMPROVEMENT

This philosophy recognizes the necessity of creating and maintaining a work environment where problems are viewed as opportunities for improvement of World Class Productivity. It also provides for all employees to reach their full potential. Moreover, it emphasizes that improvements are an every day event, promoting small incremental advances, and encompasses techniques to identify, control, and reduce variations detrimental to product and service quality. Following standardized work while making incremental improvements will remove hard work from our processes.

The parties recognize that they share a common goal related to operational effectiveness and the need to successfully compete in the increasingly complex environment of worldwide markets and manufacturers. With regard to productivity, the parties embrace and support the theory that productivity improvements and first-time through world class quality in our product lines and services must go hand-in-hand to meet our customers' requirements. Customer satisfaction, in turn, creates additional sales to support market share and volume growth. This is a supported fundamental key to job security. The ~~Quality Network~~ GMS Process, which encompasses the Lean Manufacturing philosophy is in place and designed to enhance our employees' ability to fully participate, contribute, and share in the decision-making process to improve productivity and job security.

These efforts must become a way of life and be demonstrated on a daily basis by us all, in every facet of the workplace, to ensure that opportunities for organizational growth and job security are not lost to competition.

PRODUCTIVITY IMPROVEMENT

Both Union and Management leadership recognize the need to move, in a direction that will restore market share percentages previously lost, so as to provide future job security and growth. The joint leadership is committed to operate at world class levels of productivity; i.e. minutes per hour, value added, with the commitment to continuously improve.

1. Follow the prescribed and posted methods for their job assignments, performing them right the first time, and engaging in self-inspection of their work to ensure that obvious defects are not passed along to other operations. (Internal/External customers).
2. Seek to make improvement in their job responsibilities, and willingly accept and honestly attempt to make changes suggested by others.

Moreover, the parties recognize the importance of Ergonomics (Human Factors Engineering) and its impact on the effectiveness of the work place environment, as well as the health and well-being of its employees. Correct application of this concept is vital to the completeness of a proper work place design. Based on this, the parties commit to provide the necessary joint involvement at the earliest possible point in time to review and provide input.

SAFETY & QUALITY

The parties join together in support of the following policies as a way of life:

"Live values that return people home safely. EVERY Person. EVERY Site. EVERY Day."

"Deliver Built-In Quality. Every Program. Every Product. Every Takt."

We are committed to protecting the Health and Safety of each of our employees as ~~an~~ our overriding priority. We believe that all incidents are preventable. The implementation of actions to help our employees realize a healthy, injury free environment is a leadership responsibility.

Our Quality Policy, "Quality Creates Customer Enthusiasm", is designed to meet our customers' requirements by providing discrepancy-free, world class quality products on time and is based upon the principles that:

- A. Quality means conformance to requirements.
- B. Conformance is achieved through error prevention.
- C. The standard is "Do it right the first time."
- D. Quality is measured by the cost of non-conformance.

This Agreement, designated as Local Agreement No. 4, to be effective the 13th day of February, 2012 ~~18th day of June, 2016~~, between the GM Components Holdings, LLC of General Motors Company and GMCH Unit No. 1, Amalgamated Local No. 686, UAW, both of Lockport, New York, is subject to written notice of ratification by the Local Union to be given to the Local Management not later than the ~~10th day of February, 2012~~ 15th day of June, 2016. After such notice of ratification is received from the Local union by Management, this Agreement will become effective upon approval of the General Motors Company and the International Union, UAW.

This Agreement supersedes the Local Seniority Agreement No. 4, dated ~~July 14, 2008~~ February 13, 2012.

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

U.A.W. Local 686

Michael Branch

Jeffery Grimes

Ryan Ginty

Jeramy Huber

GMCH Lockport

William Tiger

Susan Gouthro

Daniel Hesch

Dennis Gilbert

Cheryl Randolph

Darvan Draper

Paul Szafranski

James Williams

Gordon Fletcher

ACQUIRING SENIORITY

1. Seniority will be acquired in accordance with the provisions of the paragraph(s) 56 through 58 of the National Agreement.
2. Seniority shall be by classification.

TRANSFER OF SENIORITY

3. When a seniority employee transfers, seniority will be established on the new classification when the employee has worked on the new classification for the identified number of days required to establish seniority on the job. The number of days identified herein references calendar days on the basis of a seven-day week. Days worked need to be on a consecutive basis to establish seniority without restarting the training period. Any leave of absence that is less than 28 days will be the basis to pause the training period, and then resume once the employee returns back to work. Any leave of absence that results in 28 days or more away from the job, in total during the training period, will require the employee to restart the training period for purposes of gaining seniority on the job.

Leave of absence for this paragraph is understood to be Sick Leave, Family Medical Leave, Educational Leave, Formal and Informal Personal Leave and Leave for Public Office.

An employee once having attained seniority on a Classification, will only be required to serve twenty-eight (28) days on the same classification in accordance with Paragraph 3, to re-establish seniority.

SKILLED TRADES

4. During these COA discussions, Union and Management had lengthy discussions regarding Skilled Trades issues. In all provisions of this Local Agreement, whenever the term "Classification" is used, if the paragraph is also applicable to skilled employees that term will be understood to mean "Trade". The following provisions apply to Skilled Trades employees:

JOURNEYMAN/WOMAN ENTITLEMENT

- 5.1 An employee who has been classified as a Journeyman/woman at GM Components Holdings, LLC, General Motors Company, Lockport, New York on more than one (1) Skilled Trade, and who has exhausted the displacement rights established for the Trade upon which the employee's seniority is established, will be placed by the start of the next pay period on another Skilled Trade, Date of Entry permitting, on which the employee also has had Journeyman/woman status at GM Components Holdings, LLC, General Motors Company, Lockport, New York. Ties in Date of Entry will be decided as specified in Paragraph 5.4.
- 5.2 Subject to A and B, following, when due to lack of work Skilled Trades Journeymen/women cannot be continued on a Skilled Trade, they will be accorded placement rights on a Plant-wide basis under the provisions of Paragraph 11 of this Agreement. However, such a Journeyman/woman offered work outside of the Skilled Trade may request a layoff in preference to such placement pending another opening in the Skilled Trade to which he/she is entitled. Management will grant such requests and seniority shall accumulate and will be broken in accordance with the provisions of the National Agreement. During the period of such layoff, Management will not be obligated to recall the employee to work other than that to which he/she is entitled on a Skilled Trade, provided however:

A. Such Journeyman/woman may return to work which he/she is capable of performing in line with his/her seniority before the expiration of the layoff 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.

B. Management has the right to make temporary assignments of active employees to a Skilled Trade for jobs of short duration or emergency in lieu of recalling Journeymen/women who have elected to be laid off as provided above. Such temporary assignment will not exceed fifteen (15) days unless extended by agreement with the Shop Committee.

P5.2 Point of Mutual Understanding

(1) It is understood that before any Skilled Trades Journeyman/woman is placed on layoff under Paragraph 5.2 of the Local Seniority Agreement, he/she will be afforded a meeting with a UAW Benefit Representative and the Supervisor of Employment or his/her representative, for the purpose of helping the Journeyman/woman make an informed decision.

- 5.3 An employee transferred from a Production Classification as a Journeyman/woman shall have a Date of Entry in the Skilled Trade for purposes of layoff and recall to such Trade, and will retain and accumulate seniority in the Production group in which he/she held seniority at the time of transfer.

DATE OF ENTRY

- 5.4 Date of Entry across the full spectrum of trades within a classification will be used as the deciding factor for the purpose of force reduction, or temporary or indefinite layoff from the skilled work force. Date of entry by trade will be utilized for the purpose of Shift Preference, Department-to-Department transfer, or promotion to Work Group Leader.

P5.4 Point of Mutual Understanding

(1) Date of Entry as used here refers to Journeymen/women Date of Entry or E.I.T.S. Date.

A. Where employees have the same Date of Entry in their current Trade, the Plant seniority date will be used for the purpose of breaking ties.

B. Where ties in the Date of Entry occur in any provisions of Paragraph 5, the tie will be broken by next using Plant seniority date. If a tie still results, it will be broken by alphabetical decision, "A" being high seniority during even numbered years, "Z" being high seniority during odd numbered years for all situations except indefinite layoff, to the extent practical. When ties in Plant seniority occur resulting in indefinite layoff, the first person laid off will be the employee whose surname appears first in alphabetical order - A through Z, for odd numbered years and in reverse alphabetical order Z through A for even numbered years, to the extent practical. Laid off Skilled Trades employees will be returned to their Trade in line with their Date of Entry.

P5.4B Point of Mutual Understanding

(1) It is understood that when a tie breaker of GM Components Holdings, LLC, General Motors Company, Lockport, New York seniority is the same, for all employees covered under Appendix A and Paragraph (57) of the National Agreement regarding area hires, Management will use Corporate seniority as a tie breaker. Due to the difficulty in applying this to our present system, where an error is identified, Management will have until the beginning of the next pay period after notification to affect correction without penalty.

SKILLED TRADES TEMPORARY TRANSFER

- 5.5 A Skilled Trades employee, working in Production, including In-Training employees, may be temporarily returned to their Skilled Trade for not to exceed seven (7) calendar days in line of Date of Entry from within the Plant and Shift in which the need arises. If additional employees are needed from another Plant, they will be selected from that Plant in order of their Date of Entry from the Shift in which the need arises.
- 5.6 An employee temporarily transferred under the foregoing will not be given credit for the time spent on such temporary transfer, unless he/she was also the employee who would have been entitled to a permanent transfer.

WORK GROUP LEADER SELECTION

- 5.7 When a permanent need exists for a Work Group Leader within a trade, selection will be made from the appropriate Trade from those employees capable of doing the work, on a Plant-wide basis. Plant-wide basis, as used in this provision, shall mean all Lockport Plants. Management will post Plant-wide on appropriate Bulletin Boards provided for this purpose and located in all the Skilled Trades areas containing eligible employees, Work Group Leader openings by Trade, Department and Shift for a period of three weeks when a permanent need exists for a Work Group Leader. The employee with the greatest skilled trade Date of Entry assigned to the base trade or group leader position for the trade requesting a Work Group Leader, who submits a request card during the time the opening is posted, will be granted placement. Following selection, the entitled employee will be placed on the opening by no later than the start of the second pay period following the take down date of the last posting. Following selection, the name of the individual selected for the position will be posted.

During this three week application period, openings will be filled, on a temporary basis, from within the affected Trade and Shift by seniority.

P5.7 Point of Mutual Understanding

(1) It is also understood that Management will fill the temporary openings of known duration (thirty days or more). The opening will be filled by selection of the highest Date of Entry employee capable of doing the job, from the appropriate Trade affected on a plant wide basis.

(2) The provisions of Paragraph 5.7 will also be utilized whenever a Group Leader requests to return to his/her base trade. Management will grant the Group Leader's request for transfer back to his/her base trade provided this Paragraph 5.7 posting for a Group Leader produces a capable replacement. The departing Group Leader will be placed on any paragraph 5.9 D (9) base trade opening generated by their departure they request, in line with their date of entry. If the departing Group Leader elects not to bid on any openings associated with this move, he/she will be placed on the last unfilled vacancy.

**JOB OPENINGS UNDER PARAGRAPH (178) OF THE
NATIONAL AGREEMENT**

- 5.8 When job openings in any Skilled Trade are to be filled by new hires and there are qualified Journeymen/women in the Plant currently holding Date of Entry in another Trade who meet the requirements of Paragraph (178) of the National Agreement in the Trade(s) where the openings exist, such Journeymen/women may make specific application to the Personnel Department for, and will be given preference over new hires (provided a capable replacement is available in the then current labor market for his/her base Trade), in line with his/her seniority, in the filling of openings in the applied for Trade.
- A. The above openings will be posted in accordance with the agreed-to Local practices. The selected employee, based on the availability of a capable replacement, will be placed on the opening by no later than the start of the second pay period following the take down date of the posting. In any event, if the rate of the requested Trade is higher than the entitled employee's rate, immediately upon selection the entitled employee will be given the wage rate associated with the requested Trade. There is no intent to expand the number of openings required to be posted under current understandings.
- B. A qualified Journeyman/woman transferred from one Trade to another as the result of applying for an opening in accordance with the above Paragraph shall be given a Date of Entry in the new Trade and shall retain and accumulate seniority in the Trade from which transferred. Such employees shall be prohibited from applying for transfers under the Shift Preference Agreement-Skilled Trades Employees Paragraphs 37 to 42, and the Transfer of Skilled Trades Employees Between Departments Memorandum, Pages 5 to 7, for a period of six (6) months from the date the employee is transferred to the new Trade.
- C. Any employee transferred to an opening in accordance with this position who subsequently requests a transfer to another Skilled Trade, and is granted such transfer, shall lose his/her Date of Entry in the vacated Trade. In addition, any employee who is removed from the new Trade in which he/she has established a Date of Entry due to a reduction in force and subsequently refuses a recall to the Trade, in line with his/her Date of Entry, shall lose his/her Date of Entry in the Trade as of the date such recall is refused.

**TRANSFER OF SKILLED TRADES
EMPLOYEES BETWEEN DEPARTMENTS**

5.9 Skilled Trades employees will be granted the right to transfer between Lockport Plants by Trade and Date of Entry, or E.I.T.S. Date, regardless of Shift, subject to the following:

- A. As in the case of the Agreement pertaining to Shift Preference, there is to be no conflict with the principle that there must exist sufficient flexibility to give full protection to efficiency of operations under all circumstances and conditions, and there be no conflict with the terms of the National Agreement.
- B. In the case of medical and physical restrictions not requiring removal from the Trade, employees will be assigned to work they can do without regard to the provisions of this understanding, provided an employee with a greater or equal Date of Entry is not displaced from his/her preferred Shift. Short-term assignments to accommodate employees with temporary medical or physical restrictions will not be subject to request by other employees under the terms of this Agreement.
- C. Management will post, on the appropriate Bulletin Boards provided for this purpose and located in all the Skilled Trades areas containing eligible employees, openings by Trade, Department and Shift. All posted openings will be filled by granting requests, in seniority order, of Skilled Trades employees permanently assigned to a Skilled Trades Department at the time of the posting. In doing so, any employee who is temporarily placed into a Skilled Trades opening prior to the completion of this posting process, under the provisions of Appendix A of the National Agreement, will be placed on the last available opening and, thereafter, become eligible to bid on all subsequent openings. Skilled Trades employees having seniority may make application with their Supervisor for transfer to posted openings within the same Trade in another Department. The employee with the greatest Date of Entry or E.I.T.S. Date who responds to the job posting will be transferred to the opening by no later than the start of the second pay period following the take down date of the last posting required under the provisions of this Paragraph, providing the employee's Date of Entry or E.I.T.S. Date is greater than that of any employee from within the Department where the opening exists who is also requesting a Shift Preference change to that Shift. Employees must be capable of performing the work in the Department on the Shift for which they are applying. Employees who are transferred to a preferred Shift and Department by using their Date of Entry or E.I.T.S. Date against other Skilled Trades employees cannot make application for further Department or Shift preference within a period of six (6) months from the date of the posting which resulted in the transfer of the employee involved. Postings will be for a period of three (3) working days. Requests must be filed within the three day posting period. All requests not acted upon are voided following each posting.
- D. An opening is defined as:
 - (1) Replacement for a quit;
 - (2) Increase in force within a Department or Plant;
 - (3) New hire;
 - (4) Graduate Apprentice;
 - (5) Permanent realignment of the number of employees to the First Shift within a Department;
 - (6) Replacement for employees on Sick Leave or Military Leave of six (6) months or over;
 - (7) Replacement of discharged employee;

(8) Replacement for retiree or deceased employee;

(9) Replacement for an employee selected as a result of a job posting. (Management reserves the right to complete some primary and secondary transfers when proven necessary for employee benefit or efficiency of operations).

P5.9D(9) Point of Mutual Understanding

(1) It is understood that any future request for a replacement to fill a vacancy created by any job posting will now be posted. Previously only the primary and secondary openings were posted.

(10) E.I.T. becomes an E.I.T.S.

- E. Force reduced employees who are assigned temporarily to a Department pending placement under the Shift Preference Agreement will be so notified on their transfer that they are being temporarily placed.
- F. It is understood that employees assigned to any Skilled Trades Department for the purpose of being trained for a job, or in the event it is found that certain longer seniority employees are needed in any other Department, such employee will work in the Department to which they are needed for the period of the need. They will then be returned to their normal Department. The duration of changes in Department for training purposes are to be kept to a minimum, normally not more than thirty days, or ninety days in the case of newly-hired employees or employees newly-promoted to Skilled Trades. If circumstances and conditions require a longer period, this will be discussed with the Union prior to the expiration of the thirty or ninety day period, whichever is appropriate.
- G. During periods of Model Change, Retooling, Plant Rearrangement, Reconversion, Emergency Conditions or a short term departmental workload increase of 30 days or less, Skilled Trades employees will work in any Department to which it may be necessary to assign them. Selection will be made on the basis that when a need exists to assign Skilled Trades employees from their home department to another for an assignment of a temporary nature, the temporary assignment will be offered to employees in the affected trade, in order of Date of Entry, regardless of shift, provided they can do the work and such assignment will not cause a serious disruption of plant operations. If the temporary assignment cannot be satisfied in this manner, employees will be assigned to this work in reverse order of Date of Entry. In the event special skills or experience is required, the Skilled Tradesman/woman having such skills or experience will be assigned regardless of Date of Entry.

When the temporary assignment is on the 1st or 3rd shift, the Skilled Trade employees permanently assigned to the department and trade where the temporary need exists will be offered the opportunity to work the preferred shift, in line with their Date of Entry, prior to the date the temporary transfer becomes effective. The employee transferring into the department where the temporary need exists will be assigned to the shift vacated by the employee from the receiving department who requested to be placed on this temporary preferred shift assignment. In the absence of any interdepartmental requests for placement to this temporary preferred shift assignment, the vacancy will be filled by the employee being temporarily transferred.

Skilled trade employees temporarily placed in keeping with this provision will not be considered in the scope of selection for other temporary assignments that become available in their home department during the duration of their temporary transfer.

Following the period of Model Change, Retooling, Plant Rearrangement, Reconversion, Emergency Condition or a short term departmental workload increase of 30 days or less, the affected employees will be returned to the Department and/or Shift to which assigned prior to the temporary transfer.

- H. If an employee, while serving a six month waiting period, is transferred to a shift other than the one of his/her choice, except as provided in Paragraphs 5.9F, 5.9G, 39 and 40, may make application for a posted departmental opening without regard to the six month limitation stipulation above.

Due to the difficulty in properly applying this Paragraph by the Personnel Department, it is mutually agreed that the application of an employee who has been displaced, as outlined above, will not be

considered for transfer unless his/her displacement is brought to the attention of the Personnel Department by the Union, or the employee, during the three-day application period.

- I. To improve operational efficiency when a tool or piece of equipment is going to be built in one plant for use in another, Skilled Trades employees, during the build phase, may be transferred from the department that will use the new tool or piece of equipment to the department building such new tool or piece of equipment regardless of his/her Date of Entry. The duration of this temporary transfer will be for a maximum of 120 continuous or accumulative days. The employee selected by Management must agree to this temporary transfer and should remain on the same shift held in his/her home department at the time of such transfer. If a replacement for the employee(s) accepting this temporary transfer is required, Management will canvas employees from the department and affected trade where the new build is to take place. Selection of such employee(s) will be from volunteers, by seniority, based on their Date of Entry or E.I.T.S. The employees temporarily transferred under the conditions of this provision will be returned to their home Department and shift upon completion of the job or the 120 days whichever occurs first.

P5.9Point of Mutual Understanding

- (1) *It is understood that movement between satellite and/or central work areas will be permitted in accordance with the following: Under normal circumstances and where operating efficiency is not compromised, an employee request to vacate a current area of assignment will be given consideration by supervision providing that employee has worked at least six months in the area being vacated. Reassignment will be made to another area designated by Management within thirty days of the request. The request of the highest Date of Entry employee will be given consideration first. Any additional employees requesting movement from the same area at the same time will be granted their transfer request in successive sixty day intervals. In addition, to the extent practical, Management will grant employee requests by Date of Entry to specific areas of assignment within the employee's respective department when openings become available. It is also expressly understood that movement within the various areas must be in concert with the Shift Preference Agreement; i.e., manpower assignment by Trade must be maintained by Shifts. Management will continue to cross train for overtime equalization purposes.*

In keeping with the intent of the above, Management will make a sincere effort not to place an employee in a satellite area the employee requesting transfer previously vacated, until that employee has rotated through the entire list of documented satellite areas appropriately serviced by their Skilled Trades Department of assignment, unless such placement is made at the request of the employee.

PROMOTIONS AND TRANSFERS

6. Opportunities for promotion and transfer will be offered by openings that occur through the course of normal business practice. An opening is defined as:
 - (1) Replacing an employee who has quit,
 - (2) Replacing an employee who was discharged,
 - (3) Replacing an employee who has retired,
 - (4) Replacing a deceased employee,
 - (5) Replacing an employee who has been on sick leave of absence for a period in excess of sixty (60) days, and
 - (6) Adding employees due to a volume increase.

When an opening as shown above is identified and filled on an other-than-temporary basis, the opening will be filled in the following manner:

- A. Place an employee in accordance with Par. 11.2;
- B. Place employees requesting lateral moves within the classification.
- C. Place employees into an opening not filled by A and B above, who have previously held the classification of the opening, by seniority, and were force reduced from the classification. The employee must complete a valid "Request to Return" application within three (3) months of being

force reduced and have completed all training days on the classification. It is understood that there will be a maximum of three (3) moves associated with this step in the process whereby the third move will be filled by a force reduction, temporary hire, and/or new hire approval. A "Request to Return" application will be cancelled automatically when an employee is placed into any opening by request;

- D. Promote the highest seniority employee who has the ability, merit and capacity to perform the job with a valid application on file in accordance with Par. 6.1;
- E. Place employees who have been force reduced and not yet placed.

If the need for backfill is for a temporary basis only, the Area Manager will meet with the affected District Shop Committeepersons to identify the nature of the temporary need and the timeframe for the need.

- 6.1 All primary openings will be posted if they have not been posted within 60 days. Postings need not be for a greater time than three (3) scheduled working days. Primary openings will be filled from cards on file after the take down date of the posting. Openings created as a result of persons transferring to fill a primary opening will constitute secondary openings which will be filled from valid, available applications on file. If the person vacating a secondary opening was on a preferred shift that is not being filled via interdepartmental requests, Management will honor request cards on file requesting assignment to the preferred shift. All additional openings will be filled by force reductions not yet placed in A above, or by temporary or regular new hires upon approval.
- 6.2 Employees in fifty-six (56) day training jobs or more who are awarded a promotion or lateral move by application will transfer to the opening for which an application card has been submitted and will not be able to apply for a subsequent lateral move until nine (9) months has elapsed from the date of their transfer, unless by mutual agreement. If while serving the waiting period, an employee is force reduced from a department, classification, or shift, they may immediately make application for other promotional opportunities that may arise.
- 6.3 Employees in less than fifty-six (56) day training jobs will not be able to apply for subsequent lateral moves until four (4) months has elapsed from the date of their transfer. If while serving the waiting period, an employee is force reduced from a department, classification, or shift, they may immediately make application for other promotional opportunities that may arise.
- 6.4 Employees may have two applications on file. Applications must be on file by the take-down date reflected in the posting. Applications will be active until the request is granted or the request is cancelled, whichever occurs first. Employees must indicate a first or second choice on the application card in the event both openings occur at the same time. In the absence of a preferred choice, Management may place the employee on any of the two requested jobs, as appropriate.
- 6.5 Employees on a less than thirty (30) day military leave of absence or on vacation for the purpose of military duty who have an active application on file, and are denied a transfer due to their absence for military duty, will be placed into the next available opening in the department and classification, prior to any force reduction or application being considered, provided they are at work.

TEMPORARY WORK ASSIGNMENT

- 7. The assignment of employees to other than their regular work to meet temporary requirements is an occasional necessity. Management will encourage Supervision to work out as equitable a method as practical for handling such temporary assignments in their respective departments.

INVENTORY PROCEDURE

- 8. Staffing needs for annual inventory purposes will be filled in order of seniority from volunteers assigned within the department affected who are capable of performing the work. When sufficient volunteers are not available from within the affected department, Management will utilize Production volunteers by seniority, on a plant wide basis. Should there still be a need for additional volunteers, management will

then utilize Skilled Trades employees who volunteer, by seniority, by using Plant Seniority to determine who is eligible to work. When sufficient volunteers are not available, Management will draft employees as needed in reverse order of seniority from the affected department provided they are capable of performing the work. This work includes assignments of employees requiring special skills and knowledge as well as assignments involving routine counting functions.

When staffing needs cannot be met in any department by utilizing the steps above, the lowest seniority employees from the affected shift, plant wide will be forced to work.

It is the understanding of the parties that inventory work includes the replacement of parts, subassemblies and material to production areas in preparation for a normal start-up following inventory.

Selection of employees for annual inventory will be made on a collapsed shift basis when the inventory commences on the first day of the week. Where inventory commences on other than the first day of the week, Management will assign the work by shift within the department involved.

Should overtime be required during annual inventory, it will be offered in line of seniority to the employees working.

JOB REMOVAL

9. When an employee is on a Classification, and after adequate instruction fails to make satisfactory progress to or meet expectations of the job because the employee is not adapted to the job ("can't"), they may be removed from their job assignment and placed as follows:
 - A. Placed into an opening in the current Department, Classification and Shift, provided they are capable of performing the job;
 - B. Placed into an opening in the Department, Classification on another Shift, provided they are capable of performing the job;
 - C. Displacing another employee with lower seniority in the current Classification and Shift, provided they are capable of performing the job; and
 - D. Placed in accordance with Paragraph 11.2 of the Local Agreement.

A job removal will not be used for the purpose of disciplinary action. Pending placement, the employee will be assigned to any available work he/she is capable of doing.

Job removal memos will be removed from an employee's placement record after three (3) years from the date of removal. Employee memos related to safety involving truck driving are exempted from this procedure.

TEMPORARY LAY-OFFS

10. Temporary layoffs for any cause will be handled as follows:

P10 Point of Mutual Understanding

(1) It is understood that Paragraph 10 applies to both Production and Skilled Trades employees, with the understanding that Date of Entry as specified in Paragraph 5.4 will be used to determine layoff selection of skilled trade employees under the provisions of this paragraph.

(2) When there is an insufficient number of Skilled Trade volunteers available for a scheduled temporary layoff, Skilled Trades employees from the affected Trade(s) within the Department will be laid off in reverse order of seniority, regardless of shift.

~~10.1 First, lay-off employees with less than one year seniority in the affected department, classification and shift.~~

10.1 For a TLO with a duration that contains the balance of a shift and up to two (2) full weeks, employees with less than one (1) year's seniority will be laid off by Department, classification and shift. If a requirement exists to place additional persons on layoff for this balance of a shift and up to two (2) full

weeks, employees may be laid off by department, classification, and shift using seniority to determine who will remain at work during this period. It is understood by the parties that high seniority will have the option to volunteer for this Temporary Layoff. If there are not sufficient volunteers, low seniority will be placed on Layoff.

10.2 For Temporary layoffs that continue beyond the balance of shift and two (2) full weeks identified in steps "10.1" above, and have a duration of no more than two (2) additional full weeks (balance of a shift and four (4) full weeks total), employees may be laid off by department, classification, and shift using seniority to determine who will remain at work during this period. It is understood by the parties that high seniority will have the option to volunteer for this Temporary Layoff. If there are not sufficient volunteers, low seniority will be placed on Layoff.

10.3 For Temporary Layoffs that continue beyond the timeframe identified in step "10.2 " above (balance of a shift and four (4) full weeks total), and up to six (6) months, employees may be laid off by department and classification. The operating shifts will be collapsed during this period and seniority will be used to determine the employees who will remain at work for this period. It is understood by the parties that high seniority will have the option to volunteer for this Temporary Layoff. If there are not sufficient volunteers, low seniority will be placed on Layoff.

P10.1 Point of Mutual Understanding

- (1) The Parties agree that communication is essential as we experience events that cause a need to place employees on layoff. Management commits to meet with the Shop Committee when business conditions indicate a need to consider layoffs to discuss the driving events and the expected duration.
- (2) The parties recognize that maintaining our quality standards and efficiency of our operations is paramount to preserving jobs after the period of layoff has passed. As such, any solicitation for persons to work is conditioned upon the person selected to work being fully capable of performing the work that is scheduled to operate and able to rotate through the assignments available.
- (3) The parties recognize the desirability of extended time away from work for seniority employees for temporary layoffs that occur in conjunction with the Christmas Holiday period. The Local Parties agree that a one (1) week temporary layoffs in conjunction with the Christmas Holiday period will be handled starting with the language of step "10.2 " above provided the period of layoff does not qualify for an Automatic Short Week Benefit (ASWB) for the employees involved. If the layoff drives an Automatic Short Week Benefit (ASWB), the identification of persons to be placed on layoff will start with step "10.1" above.

~~10.2 Second, for the balance of the shift, and up to three (3) additional weeks, employees may be laid off by department, classification, and shift. It is understood by the parties that high seniority will have the option to volunteer for this Temporary Layoff. If there are not sufficient volunteers, low seniority will be placed on Layoff.~~

~~10.3 Third, for Temporary Layoffs in excess of three (3) weeks, and up to six (6) months, employees may be laid off by department and classification. The operating shifts will be collapsed during this period and seniority will be used to determine the employees who will remain at work for this period. It is understood by the parties that high seniority will have the option to volunteer for this Temporary Layoff. If there are not sufficient volunteers, low seniority will be placed on Layoff.~~

GENERAL – TEMPORARY LAYOFF PROVISIONS

10.6 Inspectors will be treated as though permanently assigned to the Production Department to which they are assigned at time of temporary layoff.

- 10.7 Employees temporarily laid off under the foregoing, will be returned to work or placed on permanent layoff by not later than the beginning of the twenty-seventh pay period following application of the temporary lay-off above, unless otherwise mutually agreed.

RECALL AND AUGMENTATION

- 10.8 To meet departmental staffing needs during periods of temporary layoff, employees so affected may be recalled or otherwise temporarily assigned in accordance with the following:

Employees recalled for additional work within their own department and shift will be selected:

- A. First, from employees who have filed a green "Request to Work" card.
- B. Next, from employees who have not filed a green "Request to Work" card in reverse order of seniority for work in their own classification, or other classifications within their shift providing they are capable of performing the work.

CLAIM FOR BACK PAY

- 10.9 These provisions will not be cited or relied upon by an employee or the Union as the basis for a claim for a back pay, except in instances where Management has erred in their application.

FORCE REDUCTIONS AND PERMANENT LAYOFF

11. Force reductions will be handled in the following manner:

- 11.1 Employees will be removed from the Classification in the Department being reduced in the following order:

- A. Temporary employees;
- B. Employees with seniority who have not worked on the classification twenty-eight (28) days will be removed in reverse order of their seniority;
- C. Seniority employees who have been on the classification more than twenty-eight (28) days, but have not established seniority on the classification, will be removed in reverse order of time on the classification;
- D. Seniority employees who have established seniority on the classification in the reverse order of seniority.

- 11.2 Employees removed from a Classification as identified above, will transfer provided they are capable of doing the work, in the following manner:

A. Present Classification

- (1) Displace someone in the Classification involved, seniority permitting;

Employees classified in 0453 and 0452 Serviceman classifications may only displace employees within their business unit to protect the efficiency of operations.

Employees classified in 0423 Inspector-Floor classification may only displace employees within their respective businesses. (i.e. HVAC or PTC)

Business Unit for the purposes of Paragraph 6 and 11 will be defined as Radiators/Condensers, Oil Coolers, Evaporators and Assembly, Heaters, Molding/AIM and PC&L.

- (2) Transferred to the highest-rated Classification within their Occupational Group for which interchangeability is indicated, or on which their seniority has previously been established, seniority permitting, whichever is the higher-rated Classification. Failing of placement here,

B. Prior Classifications

- (1) Transferred to the Classification on which they have previously established seniority, seniority permitting.

NOTE(S): (1) It is understood this placement search will be made in reverse chronological order beginning with the Classification where the employee's seniority rested immediately before his /her present group.

- (2) When brought to the attention of Management, employees will be placed into the Classification to which they would have otherwise been entitled, but from which they were removed or not given placement solely due to the fact that a lower seniority employee was retained because of being on an approved vacation at the time of the force reduction. Notification to Management must be made within twenty-eight (28) calendar days from the date in which the transfer is effective. Management will have until the beginning of the second pay period following the date notification is received in the Employment Department to affect the subject transfer without liability. For those employees on extended training jobs, no loss of time toward acquiring seniority will be deducted.

- C. Management will have until the beginning of the following pay period to correct errors brought to its attention on or before Wednesday; those brought to its attention after Wednesday will be corrected at the start of the second following week. There shall be no back pay liability pending such corrective transfer within these time limits.

- 11.3 In the event of tie in seniority, use an alphabetical decision to break, "A" is high seniority during even numbered years, "Z" is high seniority during odd numbered years.
- 11.4 When a tie breaker of GM Components Holdings, LLC, General Motors Company, Lockport, New York seniority is the same for all employees covered under Appendix A and Paragraph (57) of the National Agreement regarding Area Hires, Management will use Corporate seniority as a tie breaker. Due to the difficulty in applying this to our present system, where an error is identified, Management will have until the beginning of the next pay period after notification to affect correction without penalty.

RETURN TO WORK AFTER ABSENCE OR LAYOFF

12. Laid off employees with seniority will be returned in line with their seniority. When seniority employees having the same seniority date are recalled from layoff, they will be recalled to the jobs to which they are entitled in alphabetical sequence, "A" being high seniority during even numbered years, "Z" being high seniority during odd numbered years to the extent practical.

JOB ACCOMMODATIONS

13. To initiate the placement of employees who have been incapacitated by compensable injuries, occupational diseases, or personal medical conditions, written restrictions from a physician treating the condition the employee is afflicted with must be provided.

When an employee's physical condition necessitates removal from a job, the following will apply to find work the employee is capable of performing:

- A. The search for work an employee is capable of performing will be conducted as follows:

1. Placed into an opening, and if no opening is available, displacing the lowest seniority employee, in the Department, Classification and Shift presently assigned, seniority permitting, that they are capable of performing;
 2. Placed into an opening, and if no opening is available, displacing the lowest seniority employee, in the Department, Classification on other Shifts, seniority permitting, that they are capable of performing;
 3. Placed into an opening, and if no opening is available, displacing the lowest seniority employee on the site, seniority permitting, in a job they are capable of performing.
- B. It is understood that when an employee's restrictions are lifted through Plant Medical, the affected employees will return to the same department, classification, shift and job assignment held prior to when the restriction(s) were issued unless otherwise placed in accordance with the Local Agreement. It is also understood as a result of this agreement, that employees who are incapacitated as a result of a compensable injury or illness, or personal medical conditions while employed by the Corporation, may, by agreement between Local Management and the Shop Committee, be placed or retained on jobs without regard to seniority rules.
- In any event if the employee cannot be placed or is not capable of performing the job the employee will be considered NJAWR (No Job Available Within Restriction).
- When the need to temporarily assign a restricted employee to work other than where they have been placed, the following steps will be utilized;
1. Placed in an opening in their classification, department and shift on a job they are capable of performing, seniority permitting.
 2. Displace the lowest seniority employee on the classification, department and shift on a job they are capable of performing, seniority permitting
 3. If unable to place according to step #2., the employee is deemed NJAWR

P13 Point of mutual understanding:

This MOU will not diminish the Plant Medical Director's authority to have final determination regarding the placement of restricted employee(s) into the workplace.

This agreement supersedes all other settlements, written and verbal, and or other agreements pertaining to this subject.

ASSIGNMENT OF SICK LEAVE AND FAMILY MEDICAL LEAVE RETURNS

14. An employee who returns to work from a Sick Leave of Absence or a Family Medical leave will be placed within the same Department, Classification and Shift held prior to the start of their leave, seniority permitting.

To the extent it is practical to do so, an employee who returns within sixty (60) days from the start of the leave, will be placed on the job assignment held prior to the leave commencing as reflected in their personnel record, provided they are capable of doing the work.

Those whose return is greater than sixty (60) days from the commencement of the leave will be placed into their Department, Classification and Shift unless otherwise placed in accordance with the Local Agreement.

In the event that an employee continues a sick leave for the same medical condition after their return to work from a sick leave for the same medical condition within thirty (30) days, the time period determining placement at the conclusion of the leave will resume where the original sick leave left off.

RETURN FROM MILITARY LEAVE

15. Employees returning from Military Leave of Absence who are eligible for employment under the National Agreement, but who have suffered a disability while in service which disqualifies them for the Classification to which they would otherwise be entitled, may be placed on work they are capable of doing, as nearly comparable to their regular classification as possible without regard to any seniority provisions of the Agreement.

CHANGE OF ADDRESS OR PHONE NUMBER

16. It is the employee's responsibility to keep the Hourly Employment department currently informed of his/her proper home address; his/her phone number, or a nearby phone where he/she can be reached. This shall be done by the employee making the appropriate changes online through Socrates by logging on to mygm.gm.com. Management's responsibility in attempting to contact an employee for any purpose, exclusive of the S.U.B. Program, will be fulfilled when it uses the address or phone number of last record. Notification involving the S.U.B. Program will be governed by the "reasonable notification" clause as interpreted under that Program.

SHIFT ASSIGNMENT

17. The parties agreed that generally speaking, the GM Components Holdings, LLC – Lockport plants operate on a rotating shift basis.

With the mutual consent of the Union and Management, the parties may establish a ten-hour per day, four-days per week work schedule, excluding weekends. This arrangement may include Second Shift only in some areas. The intended application is for a Monday through Thursday schedule. Either party may terminate this arrangement upon a thirty-day notification.

18. When an employee makes his/her desire known to their supervisor via a request card that a straight second shift assignment is desired, and there is another employee in the same Department and Classification on the opposite shift who has a request card on file with their supervisor for a straight first shift assignment, the exchange will be granted to employees with the highest seniority. The employees will exchange job assignments. It is understood that overtime premium pay which would result from transfer between shifts is expressly waived.

Paragraph 33 applies to employees making this change, and the employees will assume the average hours on the equalization chart for the new shift.

In the event that a temporary change of one week or less is made, the employees will be the last to be offered overtime in their classification and department on their temporary shift and overtime offered will be charged to them in their normal equalization group. Where a temporary exchange is continued beyond one week, the two employees will be averaged and charged overtime in the equalization group of the temporary shift and also continues to be charged in their normal equalization group.

If more than two people are exchanging and working frozen shifts and one elects to return to rotating, the lowest seniority employee on the opposite frozen shift exchanging will be returned to rotating. When there are straight day jobs prior to employees exchanging shifts, those employees will not be in the scope of employees returned to rotating when an employee who exchanged with another employee elects to return to rotating.

If, for any reason, any employee who has exchanged shifts and job assignments is no longer fully capable of performing any part of either job assignment, then the exchange will cease and both employees will return to their original shift of assignment.

THIRD SHIFT ASSIGNMENT

19. In the event it becomes necessary to establish or increase the number of employees on a Frozen Third Shift in a given department or departments, such shift will be manned by volunteers from the needed classifications in order of seniority, providing that where a sufficient number of volunteers are not available, needs will be filled from low seniority personnel assigned to the required classification(s) in the department where the need exists. Employees will be removed from a frozen third shift in reverse order of seniority.
20. An employee who desires to "vacate" a third shift assignment will be granted his/her request following notification of his/her supervisor, by request, of his/her desires. The employee will be moved to the

same classification within his/her department, seniority permitting, on a shift other than the third shift by the beginning of the second pay period following the pay period during which the application was made.

GENERAL PROVISIONS

21. This Agreement is subject to the terms and conditions on the National Agreement and any supplements thereto or extensions thereof whether or not such terms and conditions are cited herein.

LOCAL WAGE AGREEMENT

**GM Components Holdings, LLC
General Motors Company
and
GMCH Unit No. 1, Amalgamated Local No. 686, UAW
Lockport, New York**

This Agreement, designated as Local Agreement No. 5, to be effective the ~~13th day of February, 2012~~ **18th day of June, 2016**, between GM Components Holdings, LLC of General Motors Company and GMCH Unit No. 1, Amalgamated Local No. 686, UAW, both of Lockport, New York, pursuant to the provisions relative to wages of the 1984 National Agreement between General Motors and the International Union, UAW, after having been ratified by the Local Union, becomes effective in accordance with the provisions of the National Agreement. This Agreement is subject to written notice of ratification by the Local Union to be given to Local Management not later than the ~~10th day of February, 2012~~ **15th day of June, 2016**. After such notice of ratification is received from the Local Union by Management, this Agreement will be effective as provided for herein upon approval of the General Motors Company and the International Union, UAW.

This Agreement supersedes Local Wage Agreement No. 5, dated ~~July 14, 2008~~ **February 13, 2012**.

JOB CLASSIFICATION

22. As used in this Agreement, "Job Classification" or "Classification" includes the GM Components Holdings, LLC Code Number, designated as H. R. No., Title, agreed-to Job Definition and Rate. Employees are encouraged and expected to work to the level of their abilities.
23. It is agreed that inactive classifications will be eliminated from the Agreement.

NEW JOB CLASSIFICATIONS AND RATES

24. Reference to proposals made by Management for the classification of any new jobs under previously established classifications, or for new classifications, including job definitions and rates, will be made a part of the minutes of the meeting in which proposed by Management. Likewise, the Union's position in regard to such matters will be recorded in the minutes of the meeting in which made known to Management.
25. A listing of Skilled Trade Classifications and the Trade Groups that make-up each Classification is attached to this agreement.

26. Leaders' rate premiums will be as determined by General Motors Company.

METHOD OF APPLYING RATES

27. At the beginning of each work week, each employee will be assigned to the classification and rate to which he/she is entitled under the Seniority and Wage Agreement.
- 27.1 Temporary transfers will not affect rates, provided, however, that when an employee is temporarily assigned to a higher-rated job on any given day, he/she will be compensated at the higher-rated job for all hours worked on that day, provided the employee works on such higher-rated job for one (1) hour or more.

NOTE: When applying the one (1) hour rule to Skilled Trades classifications, the maximum rate of the classification to which temporarily assigned shall apply.

- 27.2 Employees who are regularly assigned to work under two (2) or more classifications shall received the rate of the highest-rated classification and be classified there under. Temporary work assignments brought about by such things as process problems and absenteeism will continue to be handled in the usual manner and do not constitute combination jobs subject to the foregoing procedure.

RULES AND PROCEDURES GOVERNING EQUALIZATION OF OVERTIME UNDER PARAGRAPH (71) OF THE NATIONAL AGREEMENT

**GM Components Holdings, LLC
General Motors Company
and
GMCH Unit No. 1, Amalgamated Local No. 686, UAW
Lockport, New York**

This Agreement, designated as Local Agreement No. 6, ~~is to be effective the 13th day of February, 2012~~ 18th day of June, 2016, between the GM Components Holdings, LLC of General Motors Company and GMCH Unit No. 1, Amalgamated Local No. 686, UAW, both of Lockport, New York, pursuant to the provisions relative to Paragraph (71) of the National Agreement between General Motors Company and the International Union, UAW, after having been ratified by the Local Union, becomes effective in accordance with the provisions of the National Agreement. This agreement is subject to written notice of ratification by the Local Union to be given to the Local Management not later than the ~~10th day of February, 2012~~ 15th day of June, 2016. After such notice of ratification is received from the Local union by Management, this Agreement will become effective upon approval of the General Motors Company and the International Union, UAW.

This Agreement supersedes the Local Agreement regarding Rules and Procedures Governing Equalization of Overtime under Paragraph (71) of the National Agreement, No. 6, dated ~~July 14, 2008~~ February 13, 2012.

28. The following rules and procedures are established by mutual agreement of the parties to govern the equalization of overtime work, subject to modification or amendment by mutual agreement to meet changing conditions. The signatures affixed hereto, and to any subsequent modification or amendments, reflect the mutual agreement of the parties and either party may cite these rules and procedures at any Step of the Grievance Procedure, including appeal to the Umpire.
29. Management's responsibility for the equalization of overtime covered by provisions of the Local Seniority Agreement, and the provisions of Paragraph (71) of the National Agreement, is confined to the Classification, Plant, Department and Shift unless otherwise specifically provided for herein. It will, however, give consideration to any complaint or request by the Union with respect to inequities in overtime equalization which the Union believes to exist.

MAINTENANCE OF EQUALIZATION CHARTS

30. Equalization charts will be maintained as follows:

- 30.1 The weekly maintenance and posting shall be the responsibility of a designated member of Management.
- 30.2 The equalization charts shall display the Classification or Classifications that constitute a group for equalization purposes. Each employee's name, key number, seniority date, and total accumulated hours shall appear on the equalization chart.
- 30.3 Information concerning equalization hours status will be openly displayed in the Department in such a manner that employees involved may check their standing.
- 30.4 Equalization of hours charts shall be kept on a continuous basis. At the beginning of each year, the employee lowest in hours will be given zero hours on the chart, and the chart hours of the rest of the group will be adjusted accordingly.
- 30.5 At the beginning of each calendar year, the overtime equalization number for each employee will be recorded in the Supervisor's Logbook after adjusting per Paragraph 30.4, above. The subsequent chargeable overtime hours will be recorded in the Supervisor's Logbook on a continuing basis. This procedure will allow for reconstruction of equalization charts which are subsequently lost.
- 30.6 Inspection Department employees will "rise and fall" with respect to overtime within their respective groups on the basis of Department of assignment.
- 30.7 Overtime equalization charts will be updated on Monday, after the start of each shift, with the exception of a week that contains a Monday holiday, the overtime charts will be updated on Friday, inclusive to all overtime hours forecasted for the weekend.

CHARGING OF OVERTIME HOURS

- 31. For the purpose of equalization under Paragraph (71) of the National Agreement, hours worked or offered (unless excepted herein) shall be charged as follows:
 - 31.1 One (1) hour at time and one-half – one and one-half (1 1/2) hours charged.
 - 31.2 One (1) hour at double time – two (2) hours charged.
 - 31.3 On Holidays, double time will be charged even though the employee received triple time for some of the hours worked.
 - 31.4 When an employee is entitled to be offered an overtime work assignment, but is unable to accept because Jury Duty or Military Duty was mandated, or because the employee was sent home due to a labor dispute incurred by the customer, no hours will be charged on the overtime charts.
 - 31.5 When an employee works on Sunday and returns to work on Monday to a shift establishing work hours in excess of eight (8) hours in a continuous twenty-four (24) hour period, the hours paid in excess of those actually worked on Monday shall be charged to the Equalization of Hours Chart.
 - 31.6 In other than skilled trades classifications, an employee who is absent for not to exceed thirty-one (31) days, regardless of cause other than that incurred under Par. 31.4, will be charged with the extra work or overtime he/she would have been offered during his/her absence. If absent for more than thirty-one (31) days, the employee will, upon return, be charged with the average hours for the equalization group to which assigned.
 - 31.7 An overtime work opportunity offered after the employee has left the Plant, and not worked, will not be charged hours on the Equalization of Hours chart.

If an overtime opportunity is offered before the employee leaves the plant and is not worked, any subsequent extension of the overtime opportunity will also be charged against the employee who was excused.

- 31.8 An employee on a short-term Military Leave of Absence up to ninety (90) days will not be charged for overtime hours to which he/she would have been entitled had he/she been in the plant. An employee returning from a long-term Military Leave of Absence of ninety (90) days or more will, upon return, enter the overtime equalization group to which assigned with an overtime hours charge equal to the lowest overtime hour charge in that group at time of entry.
- 31.9 Employees in Skilled Trades will be charged with the extra and overtime work which they would have been offered had they been working during any absence, regardless of cause, other than military duty, jury duty, or sent home due to a labor dispute incurred by a customer, and the exceptions listed in Paragraph 31.9A(3) and 31.10.

P31.9 Points of Mutual Understanding

(1) As referred to in this Paragraph, a short-term Military Leave must be supported with documentation which is to be presented to Management.

(2) An employee who is absent from work due to taking a mandated or elected day off to comply with State Law, will not be charged for any overtime work opportunity that occurs on his/her day off. Any overtime opportunities that may arise for days subsequent to the mandated or elected day off and offered on that mandated or elected day off will be charged to the employee. The employee must also contact Plant Management to find out about the possible subsequent overtime opportunities if he/she is precluded from working the mandated or elected day off because of the State Law.

The employee must contact Plant Management during the first four (4) hours of the Shift he/she would have worked on his/her mandated or elected day off.

- A. An overtime work opportunity offered after an employee has left the Plant, and not worked, will not be charged hours on the Equalization of Hours Chart.

P31.9A Points of Mutual Understanding

(1) It is understood that this Paragraph applies only to those overtime work opportunities which occur and are offered after the employee has left the Plant.

(2) If an overtime opportunity is offered before the employee leaves the Plant and is not worked, any subsequent extension of the overtime opportunity will also be charged against the employee who was excused.

(3) When a Sunday overtime assignment arises on the immediately preceding Saturday, employees will only be charged for that Sunday overtime assignment if they are notified in the plant and afforded the opportunity to work. Any employee who accepts work on Saturday and then is absent or leaves the plant before the end of the shift will also be charged for the overtime assignment he/she would have been offered had he/she been at work for the entire shift.

- B. An employee on a short-term Military Leave of Absence up to ninety (90) days will not be charged for overtime hours to which he/she would have been entitled had he/she been in the Plant. An employee returning from a long-term Military Leave of Absence of ninety (90) days or more will, upon return, enter the overtime equalization group to which assigned with an overtime hours charge equal to the lowest overtime hour charge in that group at time of entry.

P31.9B Point of Mutual Understanding

Employees will not be charged for any overtime not worked due to their active participation in any mandatory military reserve assignment, providing the employee makes advance application for such mandatory military leave in accordance with the provisions of Paragraph (112) of the National Agreement, and/or, he/she provides Management with documentation confirming their attendance following the termination of their military leave. Conflict with current Federal regulations would make this provision invalid.

31.10 Salaried employees who have been out of the bargaining unit for more than thirty (30) days will receive high hours of the equalization group to which assigned upon return to the Bargaining Unit. Employees returned to the Bargaining Unit who have been out thirty (30) days or less will be charged with the average hours of the equalization group to which assigned.

31.11 Unless otherwise herein provided, employees transferred into another equalization group shall immediately be charged with the average hours of such group, except that non-seniority employees will be charged with the highest hours of any equalization group entered.

A. When a Skilled Trades employee is permanently transferred to another plant for any reason, the employee will be assigned the average hours of the equalization group on the shift of assignment.

B. Non-seniority skilled trades employees will not be offered overtime until all seniority skilled trades employees in the equalization group on the shift have been offered. After acquiring seniority pursuant to Paragraph 57 of the National Agreement, such employees will have their hours adjusted to the high hours of the equalization group on the shift to which assigned and will begin equalizing overtime from that point forward.

Any oversight that prevents this adjustment from being recorded on time will not be recognized as a basis for back pay. Any such oversight brought to Management's attention will be corrected immediately.

31.12 Any overtime or extra work hours chargeable to an employee while on a temporary transfers shall be charged to the employee in his/her normal equalization group.

31.13 Hours worked, or declined, under conditions included in Paragraphs 34 and 35, shall be charged to the employees in their own equalization group. These provisions will not cause the expansion of any existing groups, nor extend to any employee the right to equalization hours in any group other than his/her own.

31.14 Where two (2) shifts are combined into one (1) shift, employees will take the average hours of the group on the shift to which assigned the week the combination is made.

A. When adding a shift to an established department, Management will assign the new shift with the average hours of the existing shift(s). All employees will be placed on the overtime equalization charts by seniority.

31.15 Overtime work performed by a Shop Committeeperson, including the Chairperson or a Committeeperson, will not be counted for equalization purposes and will not show in the Equalization of Hours Charts. When such employee ceases to function as Chairperson, Shop Committeeperson or Committeeperson, he/she will immediately be charged with the current average hours of the equalization group to which assigned. This paragraph will apply to an Alternate Committeeperson only when functioning as a Committeeperson.

P31.15 Point of Mutual Understanding

Alternate Committeepersons will not be charged for any overtime worked while acting in a representation capacity. Overtime worked by Alternate Committeepersons while not in a representation capacity will be charged in their equalization of hours group. When an Alternate Committeeperson performs representation work on straight time, and overtime work within their classification becomes available during the course of the same day, they should properly be charged for the overtime hours offered or worked in their regular classification.

31.16 Overtime hours of members of the Fire Brigade, Spill and Medical Response Teams for training purposes, or for any work directly incident to activities of the Fire Brigade, Spill and Medical Response Teams will not be charged for purposes of overtime.

31.17 When charged hours are equal, to the extent practical, assignments will be made in order of seniority (Skilled Trades would use Date of Entry).

32. For purposes of charging overtime work the equalization group for Skilled Trades as defined in Paragraph 35, following, shall consist of the employees in the defined group by Department and Plant, regardless of Shift. This does not modify Management's responsibility for equalization as stated in Paragraph 29, foregoing.

P32 Point of Mutual Understanding

(1) This Paragraph pertains to the charging of overtime in Skilled Trades Departments, and does not define the actual selection procedure which is covered by Paragraph 35.

EQUALIZATION GROUP – SHIFT ROTATION

33. When on any Shift within a Department and Classification there are employees with both a rotating and frozen status, they will be considered as being in one equalization group for the purpose of determining eligibility for overtime work. The Frozen Shift employees will be maintained on both of the rotating shift equalization charts and will be charged on both charts for all overtime hours offered or worked.

P33 Point of Mutual Understanding

(1) The frozen shift employee's name will appear on both rotating shift's equalization charts.

(2) The frozen shift employee will then have hours charged as follows:

- On the rotating shift to which assigned, all hours offered or worked on that rotating shift will be charged in accordance with the Rules and Procedures regarding Equalization of Overtime from the Local Agreement.*
- The rotating shift that the frozen shift employee is not assigned to will be charged all hours that would have been offered or worked on that rotating shift if the frozen shift employee had been assigned there, in accordance with the Rules and Procedures regarding Equalization of Overtime from the Local Agreement.*

**PRODUCTION EMPLOYEE OVERTIME
SELECTION PROCEDURES**

34. Overtime will be offered to those eligible employees in a fair manner in compliance with the provisions of both the Local and National Agreements.
- A. Once offered an overtime assignment in accordance with the provisions following, employees are not eligible for additional offerings, with the exception of subsequent offerings in their home department, shift, or an offer that may extend the original offer to the maximum offer available that is defined as a double shift.
- B. Selection within an equalization group will be based on the hours standing of the employees in the group, to the extent practical. Once an equalization group has been entered, it will be exhausted, to the extent practical.
- C. To equalize overtime in a fair and equitable manner, in a 3 shift operation where an eight or six hour window of overtime exists, the overtime between the other two shifts will be evenly divided with the understanding that this action will be done when circumstances permit.
- D. Openings on the (A) shift Monday will be filled with the following overtime selection procedure:

From the affected department and classification:

- a. Management will use the preceding week's (C) shift equalization chart to solicit employees scheduled to work on the (B) shift on Monday. This list will include people assigned to straight day shift and rotating shift persons assigned to the day (B) shift for the Monday overtime assignment.
- b. Management will solicit persons assigned to the frozen (C) shift on the basis of their overtime standing from the preceding week's (C) shift equalization chart.
- c. Management will use the preceding week's (B) shift equalization chart to solicit the rotating shift persons assigned to the afternoon (C) shift for the Monday overtime assignment.

DAILY OVERTIME

34.1 The procedure for the selection of Production employees for daily overtime assignments will be as follows:

- A. First, employees assigned to the Department where the work is required from the affected Classification and Shift will be selected;
- B. Second, employees temporarily transferred into the Department and affected Classification from other Departments, equalization groups and/or Classifications during the day on which the overtime is required will be selected;
- C. Third, employees from the same Classification and Shift in other Departments will be selected.

SATURDAY, SUNDAY AND HOLIDAY OVERTIME

34.2 When overtime opportunities arise for Sunday on the preceding Saturday, Management will first exhaust the employees from the affected overtime equalization group that are working Saturday. Once this group is exhausted, and if the need for people still exists, the Supervisor will call employees from the same equalization group who are not at work on Saturday.

The procedure for the selection of Production employees for Saturday, Sunday or Holiday overtime assignments will be as follows:

- A. First, employees assigned to the Department where the work is required from the affected Classification and Shift will be selected.
- B. Second, employees temporarily transferred into the Department, Shift and affected Classification from other Departments, equalization groups and/or Classifications during the work day or days immediately preceding the Saturday, Sunday, or Holiday on which the overtime assignment falls will be selected. Employees whose Department of Record as shown by the Hourly Employment Office as being assigned to a Labor Pool are not considered as temporarily transferred into a Department, equalization group and/or Classifications on the basis of having been assigned to an area on the day or days immediately preceding the Saturday, Sunday, or Holiday as identified above within this same paragraph.
- C. Third, employees on another Shift within the same Department and Classification where the overtime need exists, to the extent that it is practical, and provided they have not already been offered overtime work on their respective Shift.
 - (1) The purpose of this Paragraph is to promote the equitable distribution of extra work by providing a vehicle for people to perform work within their Department and Classification on another Shift, when required. Accordingly, in properly executing this provision, employees not offered work on their own Shift will be given first opportunity for work offers on another Shift, within their Department and Classification. If openings continue to exist that cannot be satisfied at this step, Management will, to the extent practical, offer additional hours to employees working within their own Shift and Classification to perform work on another shift within their own Department and Classification.
 - (2) When there is a future need to work overtime, Management will make a sincere effort to offer the overtime assignments to the shift with the least charged overtime hours, on the overtime equalization chart, in an attempt to reduce overtime inequities between shifts, providing such a decision does not affect quality, productivity, efficiency of the operation or cost effectiveness. Management will give fair consideration to reasonable proposals from the appropriate employees affected, or the Union that could further reduce overtime differences between shifts.

- (3) This agreement regarding augmentation from another Shift is made with the understanding that any intentional violation of this paragraph will be considered as a basis for a claim of back pay.

D. Fourth, employees from the same Classification and Shift in other Departments will be selected.

SKILLED TRADES EMPLOYEE OVERTIME SELECTION PROCEDURES

35. The following procedures will be applied in the selection of Skilled Trades employees for overtime work assignments:

- A. Journeymen/women ~~and Employees-In-Training-Seniority~~ in a given Trade and Department will be equalized as a single group.
- B. Journey persons-in-Training who carry the old classifications (J125, J126, J129 and J132), who have begun retraining into a Core Trade, will be equalized as a separate group under the Core Trade.
- C. ~~Employees-In-Training and~~ Apprentices within a given Trade and Department will be equalized as a group.

P35 Point of Mutual Understanding

At the close of business on the A shift during the last day of the workweek, excluding Saturday, Sunday or a Holiday, the overtime information available, inclusive of all overtime hours forecasted for the weekend, will be used to update the overtime standings for the selection of employees for all Monday pre-shift or holiday overtime assignments.

In addition, Management will update the overtime charts to reflect all overtime charges from the previous week, including all unanticipated overtime offers made after the A shift deadline identified above, on the first regular scheduled workday of the week.

(See Paragraph 41)

(See P41 Point of Mutual Understanding)

DAILY OVERTIME

35.1 The procedure for the selection of Skilled Trades employees for daily overtime assignments will be as follows:

- A. First, Journeymen/women and Employees-In-Training-Seniority, assigned to the Department where the work is required from the affected equalization group and Shift will be selected.
- B. Second, Journey persons-in-Training who have begun retraining into a Core Trade who carry the old classifications (J125, J126, J129 and J132) assigned to the Department where the work is required from the affected equalization group and shift will be selected.
- C. ~~Second, Employees-In-Training and~~ Third, Apprentices assigned to the Department where the work is required from the affected equalization group and Shift will be selected.
- D. ~~Third-Fourth,~~ employees temporarily transferred into the Department and affected equalization group from other Departments and/or equalization groups during the day on which the overtime is required will be selected.

P35.1C Point of Mutual Understanding

It is understood that the selection of "farmed-in" employees is based on the individual who was "farmed-in" regardless of his/her position in his/her own equalization group.

Selection within an equalization group will be based on the hours standing of the employees in the group, to the extent practical. Once an equalization group has been entered, it will be exhausted, to the extent practical.

SATURDAY, SUNDAY AND HOLIDAY OVERTIME

P35.2 Point of Mutual Understanding

When overtime opportunities arise for Sunday on the preceding Saturday, Management will first exhaust the employees from the affected overtime equalization group that are working Saturday. Once this group is exhausted, and if the need for people still exists, the Supervisor will call employees from the same equalization group who are not at work on Saturday.

35.2 The procedure for the selection of Skilled Trades employees for Saturday, Sunday or Holiday overtime will be as follows:

- A. First, Journeymen/women and Employees-In-Training-Seniority, assigned to the Department where the work is required from the affected equalization group and Shift will be selected.
- B. Second, Journeymen/women and Employees-In-Training-Seniority, assigned to the Department where the work is required from the affected equalization group across the remaining Shifts will be selected, provided they are not already offered overtime work.
- C. Third, Journeypersons-in-Training who have begun retraining into a Core Trade, who carry the old classifications (J125, J126, J129 and J132), assigned to the Department where the work is required from the affected equalization group and shift will be selected.
- D. Fourth, Journeypersons-in-Training who have begun retraining into a Core Trade, who carry the old classifications (J125, J126, J129 and J132), assigned to the Department where the work is required from the affected equalization group across the remaining shifts will be selected.
- E. ~~Third~~ Fifth, employees temporarily transferred into the Department, Shift and affected equalization group from other Departments and/or equalization groups during the work day or days immediately preceding the Saturday, Sunday, or Holiday on which the overtime assignment falls will be selected.

P35.2C Point of Mutual Understanding

(1) It is understood that the selection of "farmed-in" employees is based on the individual who was "farmed-in" regardless of his/her position in his/her own equalization group.

- F. ~~Fourth~~ Sixth, Journeymen/women from the affected equalization group from other Plants will be selected provided they are not already offered overtime work, and will be offered hours not to exceed the minimum amount of hours offered to employees in A. and B., above.
- G. ~~Fifth~~ Seventh, ~~Employees In Training and~~ Apprentices assigned to the Department where the work is required from the affected equalization group and Shift will be selected.
- H. ~~Sixth~~ Eighth, ~~Employees In Training and~~ Apprentices assigned to the Department where the work is required from the affected equalization group across the remaining Shifts will be selected, provided they are not already offered overtime work.

Selection within an equalization group will be based on the hours standing of the employees in the group, to the extent practical. Once an equalization group has been entered, it will be exhausted, to the extent practical.

Point of Mutual Understanding

(1) Tradesmen/women will have the choice of working either 6 or 8 hours on a Saturday, Sunday or Holiday after the 8 hour overtime requirement to cover production is met. The provisions of the

Memorandum of Understanding on Overtime of the National Agreement and the overtime augmentation provisions of the Rules governing the Equalization of Overtime of the Local Agreement will be used to identify the Skilled Tradesmen/women that will be required to work 8 hours on any specified Saturday to cover production, when necessary.

(2) When there is a future need to work overtime, Management will make a sincere effort to offer the overtime assignments to the Shift with the least charged overtime hours, on the overtime equalization chart, in an attempt to reduce overtime inequities between Shifts, providing such a decision does not affect quality, productivity, efficiency of the operation or cost effectiveness. Management will give fair consideration to reasonable proposals from the appropriate Group Leader, employees affected, or the Union that could further reduce overtime differences between shifts.

LAST MINUTE OVERTIME

36. Where a last minute unscheduled overtime opportunity present itself due to an equipment breakdown or other such issue whereby job continuation is necessary for efficiency of operations, the supervisor will have discretion to extend the overtime opportunity to the employees originally assigned to the work, prior to augmenting with the overtime procedures in Paragraphs 34.1, 34.2, 35.1 and 35.2 pertaining to daily and weekend production and skilled trades overtime selection procedures.

If an employee would be seriously inconvenienced by staying over beyond the end of his/her shift to handle a last minute unscheduled work requirement, such employee will be excused except in instances where no capable replacement is available. This does not pertain to situations wherein employees have been scheduled to work extended shift hours.

SHIFT PREFERENCE AGREEMENT SKILLED TRADES EMPLOYEES

**GM Components Holdings, LLC
General Motors Company
and
GMCH Unit No. 1, Amalgamated Local No. 686, UAW
Lockport, New York**

This Agreement, designated as Local Agreement No. 7, to be effective the 13th day of February, 2012-18th day of June, 2016, between the GM Components Holdings, LLC of General Motors Company and GMCH Unit No. 1, Amalgamated Local No. 686, UAW, both of Lockport, New York, is subject to written notice of ratification by the Local Union to be given to the Local Management not later than the 10th day of February, 2012 15th day of June, 2016. After such notice of ratification is received from the Local union by Management, this Agreement will become effective upon approval of the General Motors Company and the International Union, UAW.

This Agreement supersedes and cancels the Shift Preference Agreement for Skilled Trades Employees, dated July 14, 2008 February 13, 2012.

SHIFT PREFERENCE APPLICATION

37. The following provisions are not to conflict in any way with the principles that any Agreement pertaining to Shift Preference must have sufficient flexibility to give full protection to efficiency of operation under all circumstances and conditions. It is also agreed that no provision contained herein shall conflict in any way with the National Agreement.

In cases of medical or physical restrictions not requiring removal from the Trade, employees may be assigned to work they can do without regard to the provisions of this Agreement, provided an employee with a greater or equal Date of Entry is not displaced from a preferred Shift. Short-term assignments to

accommodate employees with temporary medical or physical restrictions will not be subject to request by other employees under the terms of this Agreement.

Seven-day continuous operations will continue to work as scheduled in the past regardless of the Agreement.

P37 Point of Mutual Understanding

(1) When a Day Shift position is vacated through attrition and thereafter Management requisitions additional manpower, Management will make every reasonable attempt, to the extent practical, to fill the Frozen First Shift vacancy referred to above, providing departmental operating efficiency can be maintained. Furthermore, Management reaffirms its obligation to place employees by request to a temporary Day Shift opening created by another employee from within the department choosing to work a Frozen Second Shift as specified by the settlement of Item S-6 during 1984 Local Negotiations. The temporary Day Shift opening will be filled at the same time the employee, who requested to work the Frozen Second Shift, is temporarily placed on the Frozen Second Shift.

38. Shift preference will be exercised by Trade within a Department providing the applicant is capable of performing the work on the Shift for which he/she is applying. Shift Preference requests will be considered to Frozen First, Second, or Third Shifts; and to either Rotating Shift.

Any employee with seniority who is desirous of changing Shifts may file a Shift Preference Application, on forms provided by Management with their Supervisor, which will be honored in line with Date of Entry or E.I.T.S. Date. In cases where Date of Entry or E.I.T.S. Dates are identical, overall Plant seniority will be the determining factor. Should Plant seniority dates also be identical, the tie will be broken by alphabetical decision, "A" being high seniority during even numbered years, "Z" being high seniority during odd numbered years. All transfers resulting from Shift Preference application will take place by the beginning of the second pay period following the pay period during which the application was made. Employees who are granted transfers to their preferred Shift by using their Date of Entry or E.I.T.S. Date against other employees in the Department on the same Trade, cannot make further application for further Shift transfer within a period of six (6) months from such transfer.

If an employee, while serving a six months' waiting period, is transferred to a Shift other than the one of his/her choice, except as provided in Paragraphs 39 and 40, following, he/she may make application for the Shift of his/her choice within his/her Department without regard to the six months' limitation stipulation above.

P38 Points of Mutual Understanding

(1) It is understood that an employee working any shift other than rotating will be permitted to exercise shift preference to the Rotating Shift of his/her choice, seniority permitting. Additionally, an employee will be permitted to exercise shift preference to the Rotating Shift opposite the one the employee is assigned to at the time the request is made, seniority permitting.

(2) It is understood that when a tie breaker of GM Components Holdings, LLC, General Motors Company, Lockport, New York seniority is the same, for all employees covered under Appendix A and Paragraph (57) of the National Agreement regarding area hires, Management will use Corporate seniority as a tie breaker. Due to the difficulty in applying this to our present system, where an error is identified, Management will have until the beginning of the next pay period after notification to affect correction without penalty.

JOB TRAINING SHIFT CHANGE

39. It is understood that employees may be assigned to any Shift for the purpose of being trained for a job. They will be returned to their normal Shift at the end of their training period. The duration of changes of Shift for training purposes are to be kept to a minimum, for not more than the thirty (30) days, or ninety (90) days in the case of newly-hired employees or employees newly-promoted to Skilled Trades. If circumstances and conditions require a longer period, this will be discussed with the Union prior to the expiration of the thirty (30) or ninety (90) day period, whichever is appropriate.

SPECIAL CONDITIONS - SHIFT CHANGE

40. During periods of Model Change, Retooling, Plant Rearrangement, Reconversion, and emergency conditions, Skilled Trades employees will work on any Shift within their Department to which it may be necessary to assign them, in reverse order of Date of Entry. In the event special skills or experience is required, the Skilled Tradesmen/women having such skills or experience will be assigned regardless of Date of Entry. Following the period of Model Change, Retooling, Plant Rearrangement, Reconversion, or emergency condition, the affected employees will be returned to the Shift to which assigned prior to temporary transfer. Temporary transfers shall not normally exceed thirty (30) days. If circumstances and conditions require a longer period, this will be discussed with the Union prior to the expiration of the thirty (30) days.
41. Employees in the same Trade and Department who desire to exchange Shifts for personal reasons will, upon request to and approval by the respective Supervisor, be permitted to exchange Shifts for a maximum of two weeks without regard to the seniority of other employees. When such exchange is made, the employee will "rise and fall" with short work week or overtime work on the Shift on which he/she is working. Overtime premium pay which would result from transfers between Shifts during the work week is expressly waived. The provisions of this Paragraph are not to be misused to circumvent the intent of this Shift Preference Agreement.

P41 Point of Mutual Understanding

Employees who exchange Shifts after the start of a pay period for personal reasons will not be offered overtime on that Trade and Shift until all employees normally assigned to that Department, Trade and Shift have been offered. Employees who are assigned by Management would rise and fall based on their posted overtime position.

42. Should it become necessary to increase manpower on a Frozen Shift and sufficient number of volunteers are not available, the needs will be filled from low Date of Entry personnel assigned to the required Trade in the Departments where the need exists, or by new hire.

AGREEMENT MODIFICATION AND TERMINATION

43. This Agreement, which includes designated Local Seniority Agreement No., 4, Local Wage Agreement No. 5, Local Rules and Procedures Governing Equalization of Overtime Under Paragraph (71) of the National Agreement No. 6, and Local Shift Preference Agreement – Skilled Trades Employees No. 7, may be terminated by either party giving sixty (60) days notice in writing of its desire to terminate it. If either party desires to change or modify this Agreement, it shall, at least sixty (60) days prior to the date when it proposed that such change or modification become effective, give notice in writing of the proposed change or modification.

The other party, within ten (10) days after receipt of said notice, shall either accept or reject the proposal or request a conference to negotiate the proposal. This Agreement will continue ongoing unless a notice of modification or termination is given by either party in keeping with the preceding.

MEMORANDUM OF UNDERSTANDING
between
GM Components Holdings, LLC
General Motors Company
and
GMCH Unit No. 1, Amalgamated Local No. 686, UAW
Lockport, New York

1. This Memorandum of Understanding, supersedes the Memorandum of Understanding dated the 8th day of October, 1979, between GM Components Holdings, LLC of General Motors Company, and GMCH Local 686, UAW, both of Lockport, New York, contained in the February 20, 2000 Local Agreement book and becomes effective with the date of the new 2003 Local Agreements.
2. It is understood and agreed by the parties that a Skilled Trades employee may request to be placed into a rotating First and Second Shift assignment within his/her Department and Trade. When the following conditions exist, the employee's request will be granted by not later than the beginning of the third pay period following the pay period in which the request is made:
 - A. There must be a populated Second Shift and a Frozen First Shift within his/her Department and Trade, and

- B. If the employee making the request is involuntarily on the Third Shift, then there must be a lesser Date of Entry employee from the same Trade on the Frozen First, Frozen Second or on a rotating First and Second Shift.
- 3. It is expressly understood that to accomplish the foregoing, the low Date of Entry employees on Frozen Day Shift assignments from the Trade(s) involved will have to accept rotating First and Second Shift assignments to accommodate the employee requesting to rotate. In addition, if the employee requesting a rotating First and Second Shift assignment is involuntarily on the Third Shift, the low Date of Entry employee on the Trade within the Department not presently on the Third Shift, will be required to take the Third Shift assignment to balance shift manpower requirements.
- 4. The foregoing is not intended in any way to limit Management's right to reassign Skilled Trades employees in keeping with Paragraphs 54, 56 and 57 of the 1993 Shift Preference Agreement and/or Paragraphs 7.9A, 7.9F and 7.9G of the Transfer of Skilled Trades Employees Between Departments Agreement contained herein.
- 5. In witness of the foregoing, the parties hereto have caused their names to be subscribed by their duly authorized representatives.

Appendix A-1
PRODUCTION CLASSIFICATIONS
In Classification Number Order

Occp	Occp Description	Interchangeability
100	PTC TEAM MEMBER – TRADITIONAL (28)	
200	HVAC TEAM MEMBER-SUPPLEMENTAL (28)	
314	Test Repair & Salvage Rads (84)	
331	Flux Room Attendant (28)	
360	Assem Tube & Ctr Rad Cores – A (28)	
361	Check Fans For Balance (28)	
387	Attend Crib Tool Rm Or Main (28)	
390	Attendant Stores General (28)	
393	Driver-Tract Trlr Unit Load (84)	399 396
396	Driver – Outside single Unit Trucks (28)	399
399	Truck Operator Plant (28)	
402	Multi Blank Press Setup & Operate (119)	403
403	Die Setter – Traditional (119)	
423	Inspector Floor (28)	425
425	Inspector Complicated-Trad (28)	
449	Process Follow Up Methods (56)	
452	Serviceman Plast Inj Mach (84)	
453	Service Man Departmental-Trad (84)	
461	Oiler Machinery & Equip (28)	
474	Laborer Heavy – Traditional (28)	
490	Welder Arc Alum Diff – Trad (84)	
500	TEAM LEADER - LEGACY B	
502	TEAM LEADER - SUPPLEMENTAL B	
503	TEAM LEADER - SUPPLEMENTAL C	
534	Supply Man (28)	
544	Process Follow Up Meth Oper (56)	
549	Insp-Sample Test & Analysis (119)	425
557	Alum Htr Core Oper C.A.B.-Trad (28)	
558	Alum Rad Core Oper C.A.B.-Trad (28)	
559	Oper-Hvac Module-Traditional (28)	
563	AFTER MARKET SERVICE (56)	
564	Evap Cell Operator (28)	
565	Cell Oper Oil Coolers – Trad (28)	
567	Htc Cell Condenser Oper-Trad (28)	
570	Setup&Oper Heat Ex Pres Cyc	
571	Radiator Tank Asmbly-Trad (28)	
600	Per Diem Mfg Eng	

Appendix A-2

PRODUCTION CLASSIFICATIONS

In Alphabetical Order

Occp	Occp Description	Interchangeability
571	Radiator Tank Asmbly-Trad	
563	AFTER MARKET SERVICE	
557	Alum Htr Core Oper C.A.B.-Trad	
558	Alum Rad Core Oper C.A.B.-Trad	
360	Assem Tube & Ctr Rad Cores - A	
387	Attend Crib Tool Rm Or Main	
390	Attendant Stores General	
565	Cell Oper Oil Coolers - Trad	
361	Check Fans For Balance	
403	Die Setter - Traditional	
393	Driver-Tract Trlr Unit Load	399 396
396	Driver – Outside Single Unit Truck	399
564	Evap Cell Operator	
331	Flux Room Attendant	
567	Htc Cell Condenser Oper-Trad	
200	HVAC TEAM MEMBER-SUPPLEMENTAL	
425	Inspector Complicated-Trad	
423	Inspector Floor	425
549	Insp-Sample Test & Analysis	425
474	Laborer Heavy - Traditional	
402	Multi Blank Press Setup Oper	403
461	Oiler Machinery & Equip	
559	Oper-Hvac Module-Traditional	
600	Per Diem Mfg Eng	
544	Process Follow Up Meth Oper	
449	Process Follow Up Methods	
100	PTC TEAM MEMBER - TRADITIONAL	
453	Service Man Departmental-Trad	
452	Serviceman Plast Inj Mach	
570	Setup&Oper Heat Ex Pres Cyc	
534	Supply Man	
500	TEAM LEADER - LEGACY B	
502	TEAM LEADER - SUPPLEMENTAL B	
503	TEAM LEADER - SUPPLEMENTAL C	
314	Test Repair & Salvage Rads	
399	Truck Operator Plant	
490	Welder Arc Alum Diff - Trad	

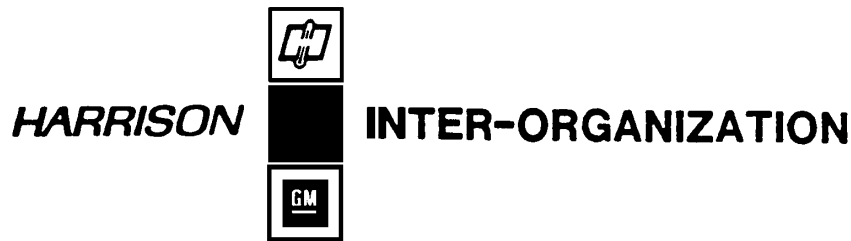
Appendix A-3
SKILLED TRADES CLASSIFICATIONS

Skilled Trade Classification and Trade Structure

<u>Skilled Trade Classification</u>	<u>Trades Comprising Classification</u>
Electrician Classification	Electrician Trade
Mechanical Classification	Mason Trade Carpenter Trade Millwright Trade Pipefitter Trade Sheet Metal Worker and/or Tinsmith Trade Painter & Glazier Spray Trade Welder Tool & Die Trade Machine Repair Trade
Tooling Classification	Tool & Die Maker Trade Moldmaker Trade Machinist Trade
Truck Repair Classification	Truck Repair Gas & Electric Trade
Refrig & AC Equip Classification	Refrigeration & AC Equipment Mechanic
Boiler Room Equipment Classification	By Special Memorandum of Understanding

APPENDIX B

During the course of 1987 Local Negotiations, it was agreed that the following letter be drafted and become a part of the 1987 Local Agreement:



DATE: April 26, 1988

SUBJECT: Equalization of Overtime - Demand No. G-51

FROM: Messrs. D. L. Drury and R. C. Treloar

TO: Supervisors of Hourly Employees
Lockport Plants

During the recently concluded 1987 Local Negotiations, a great deal of discussion took place regarding overtime assignments made by Supervisors in a manner that results in a violation of the Local Agreement overtime provisions. Concern of the parties emanated from the unnecessary added costs as well as Management's apparent disregard for contractual obligations. This issue was ultimately resolved upon the parties agreement that circumstances of this nature cannot be condoned. In recognition of the foregoing, the purpose of this letter is to clearly emphasize that the fair and equitable administration of equalization of overtime is one of the primary responsibilities of Management. Therefore, full compliance with the intent and meaning of the contractual overtime provisions is essential and requires our continuous attention. In order to maintain the integrity of the agreements and harmony of our Union-Management relationships, your cooperation in this matter is required.

Any questions concerning overtime provisions and proper implementation which cannot be adequately resolved through normal channels should be directed to the Plant Personnel Directors or the Labor Relations Section.

David L. Drury
General Director -
HVAC Business Unit
IMPLEMENT

Ronald C. Treloar
General Director -
HEP Business Unit

APPENDIX C

MISCELLANEOUS LETTERS AND MEMORANDUMS OF UNDERSTANDING

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- ◆ Skilled Trades Work Assignments
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MEMORANDUM OF UNDERSTANDING
between
GM Components Holdings, LLC
General Motors Company
and
GMCH Unit No. 1, Amalgamated Local No. 686, UAW
Lockport, New York

1. This Memorandum of Understanding is effective ~~July 14, 2008~~ June 18, 2016, between GM Components Holdings, LLC of General Motors Company and Unit No. 1, Amalgamated Local No. 686, UAW, both of Lockport, New York.
2. The parties agree that employees assigned to the Third Shift in the Lockport Operations can start work prior to 12:00 P.M. Sunday night, but no earlier than 10:30 P.M., instead of 12:01 A.M., Monday morning. However, any employee starting prior to 10:30 P.M. will be considered to have started their workweek on Monday, provided that their purpose for starting their shift is for "early plant start-up."

Point of Mutual Understanding

The intent of this settlement is to eliminate the need for individual waivers for Midnight Shift operations that start on or after 10:30 P.M., Sunday, and is made with the understanding that the initial starting time is to be established with input from the employees, the Union and Management, and will stay in effect unless changed following advance discussion with the Shop Committee. Changes in departmental shift starting times between 10:30 P. M. and 12:00 Midnight from those established, will continue to be reviewed and approved as acceptable by the Shop Committee.

3. The Premium Pay connected to the Sunday night starting time as covered under Paragraph (86) of the National Agreement is expressly waived.
4. The parties agreed to the shift starting day change overtime waiver subject to the following:
 - A. The Third Shift employees regularly assigned work week will start at the established shift starting time on Sunday night, therefore, an overtime shift starting at that time Friday night (the 6th day) would be considered as Saturday work, and an overtime shift starting at that time on Saturday night would be considered as Sunday work for the purposes of Premium Pay.
 - B. Should an employee regularly assigned to the Third Shift begin work at the established shift starting time on the eve of a Paid Holiday and the balance of the shift extended over into the Holiday, the employee would then be entitled to Premium Pay for working on said Holiday. In keeping with this, should such an employee begin his/her regularly assigned Third Shift at the established starting time on the night of the Paid Holiday, this would not be entitled to Holiday Premium Pay.
5. This Memorandum of Understanding is entered into for the expressed purpose as contained herein and is not to be considered for the purpose of altering any other contractual agreements between the parties.

MEMORANDUM OF UNDERSTANDING
OVERTIME
between
GM Components Holdings, LLC
General Motors Company
and
GMCH Unit No. 1, Amalgamated Local No. 686, UAW
Lockport, New York

This Memorandum of Understanding is effective July 14, 2008, between GM Components Holdings, LLC of General Motors Company and Unit No. 1, Amalgamated Local No. 686, UAW, both of Lockport, New York.

In an effort to clear up many misunderstandings, regarding an employee's contractual right to decline overtime under the overtime provisions of the National Agreement, the following joint communication is being distributed to our membership and the members of Management responsible for implementing these overtime provisions.

Under the terms of the Memorandum of Understanding on Overtime each model year Local Plant Management identifies which overtime schedule (either Plan A or Plan B) the plant will operate under. Once identified, this plant wide plan remains in effect for the entire model year.

Locally, since this Memorandum of Understanding on Overtime became part of the National Agreement in 1979, Local Management has always chosen to operate under the provisions of "Plan A".

Under "Plan A" employees are obligated to work 9 hours a day and 2 out of 3 consecutive Saturdays.

Per our local language, any employee who wishes to be excused from working a Plan A Saturday will be given consideration. Management commits to utilizing the overtime augmentation process in an effort to excuse the employee.

All daily hours in excess of 9 are voluntary. In addition, after working any 2 consecutive Saturdays the 3rd Saturday becomes voluntary provided the employee has not been absent for any reason (excluding contractually covered absences for approved vacation, paid holidays, jury duty and bereavement) on any day of the week preceding the 3rd Saturday.

Employees are only obligated to work Plan A mandatory overtime within their own department, unless as noted below. Any overtime offer outside the employee's department of assignment should be identified as such, by Management, at the time the overtime offer is made.

It is understood that employees may be forced to work the ninth hour outside their home Department. In the event the employee is farmed out for the majority of their shift, they can be forced to work the ninth hour in the Department they are farmed into. If the employee is farmed out for the majority of the shift, they will not be forced to work a mandatory ninth hour in their home department.

Moreover, we recognize that forcing people to work overtime against their will unnecessarily is not always the most beneficial way to operate our business. Therefore, we encourage the use of volunteers whenever possible, when capable of performing the work.

Prior to 1979 all overtime hours scheduled by Management, that did not violate any state or federal labor law, were mandatory.

To address the concerns of UAW members across the country, who at that time in history were being forced to work excessive hours of overtime to meet production schedules, the UAW succeeded in negotiating a Memorandum of Understanding on Overtime.

This Memorandum of Understanding, which has substantially reduced the hours of mandatory overtime our members are obligated to work, became part of the National Agreement in 1979 and has remained in effect ever since.

The parties also agree that the provisions of the Memorandum of Understanding on Overtime contained in the National Agreement will not apply during periods of Inventory, Model Change, Retooling, Plant Rearrangement, Reconversion, Vacation Shutdown Weeks and the Christmas Holiday Period.

~~Employees that have scheduled a pre-approved Vacation Day (ATO, VR, VP) on the Friday preceding the Saturday at least one (1) week in advance will be excused from the Plan A Saturday.~~ Employees requesting in advance and being approved for a Friday vacation will upon request be excused from working on the immediately following Saturday under Plan A.

Employees who have been granted an approved 40 hours of vacation (M-F), at least one week in advance, will be excused on either or both the Plan A Saturdays prior to and after the vacation period.

ATO days earned can be used as VR days.

Sundays and holidays are considered voluntary overtime.

MEMORANDUM OF UNDERSTANDING SUBCONTRACTING

The S-36 process and review form that was jointly developed will promote an understanding of our contractual commitments and provide for a meaningful review when subcontracting is being contemplated by Management. This new process and review form, which is attached to this settlement, will be recognized as the acceptable method of review and will be used in conjunction with any applicable provisions of the National Agreement.

At the first step of this review procedure the project initiator contemplating a decision to subcontract will be required to provide:

- a) A detailed description of the full scope of work to be performed, including prints, when available.*
- b) A breakdown of hours, by trade, required to complete the work to be performed.*
- c) Detailed information about provisions and prices of the Subcontractor's quote for the work to be performed when available.*

At every S-36 Subcontracting review meeting Maintenance and Tool Room management personnel will provide accurate updated information of the projected skilled trade work load broken down by plant, trade and work detail.

The project initiator will immediately inform the S-36 co-facilitators of the onsite arrival and final cost of all subcontracted work. The S-36 co-facilitators will log this information and keep it on file for future reference.

- 1.) When the subcontracting of work occurs because of staffing or employee hour availability which prevents the work from being performed in-house in the required time frame, persons from the affected Skilled trade or trades will be fully utilized as defined below.
- 1.a) Full Utilization, for all entitled persons from an affected Skilled Trade will be ten hours per day, Monday through Friday and 8 hours on a holiday that falls on a normally scheduled week day.

This Agreement does not preclude Skilled Trades employees from making reasonable recommendations through the S-36 process, which may include weekend overtime and may exceed the hours identified above. Management has an obligation to give these recommendations a fair evaluation in terms of cost, quality, or timing requirements. Management commits to give reasonable consideration to sub-contracting review committee recommendations that require the utilization of apprentices and Employees-In-Training during overtime hours to perform work that would otherwise be sub-contracted, per the provisions of 35.1 and 35.2 of the Local Agreement, providing the aforementioned competitive objectives can be met.

This agreement is made with the understanding that the skill level of the apprentices and Employees-In-Training identified in the proposed plan must be a factor in its consideration by Management.

These tradesmen/women will be permitted to work less than the ten hours per day offered during the week, if they so choose, in keeping with the intent of the Memorandum of Understanding on Overtime contained in the National Agreement, and they will have the option of beginning their work day at the regular start time of their shift regardless of when the overtime is scheduled.

The schedule established for ten-hour work shifts will be done by plant location and designed with the intent of meaningful utilization of the impacted employees.

In keeping with this intent, regular shift hours may be adjusted to start a maximum of 2 hours early or stop a maximum of 2 hours later than the current existing shift hours. However, the 3rd shift will not be scheduled to start any earlier than their normal shift starting time on the first day of the week unless the affected employees are compensated in accordance with the provisions of paragraph 86 of the DELPHI-UAW National Agreement when applicable.

- 1.b) Management agrees to post the schedule of hours and trades for affected areas of anticipated “full utilization” requirements during the week that precedes the week the work is scheduled for, by no later than lunch period on Thursday for all work previously subcontracted.

Skilled Tradesmen/women will have until the end of the shift on Friday to notify management of the amount of overtime they are willing to work during the forthcoming week. This notification process will satisfy the Appendix “F1” National Agreement requirement to provide management with reliable information as to the hours employees will work and the employee notification requirements defined in the Memorandum of Understanding on Overtime of the same National Agreement.

- 1.c) During any week that contains a holiday the hours of work offered during the week (Monday through Friday) to meet the requirements of Full Utilization will be 8 hours on any holiday and 10 hours on any day that is not a holiday.

****Exception:** During the weeks that contain December 25 (Christmas Day) and January 1 (New Year’s Day), the skilled trades that fall under the provisions of full utilization for these two specific weeks will be offered a minimum of 46 hours of work per week, scheduled as follows:

- 8 hours of work each day excluding December 24th, December 25th (Christmas Day), December 31st and January 1st (New Year’s Day).
- 6 hours of work December 24th and December 31st.

- 1.d) Management assures the Local Union that employees of an outside contractor will not be permitted to perform work in any plant on any Saturday, Sunday or Holiday unless this specific Saturday, Sunday or Holiday assignment has first been offered, complex wide, to every skilled trades person who would otherwise normally perform the work.

- 1.e) In keeping with the provisions of Paragraph 35.2D of the Local Agreement Skilled Tradesmen\women, who are not scheduled to work weekend overtime in their respective plants, will be included in the scope of selection when there is a need to augment between plants to fill overtime assignment vacancies.

- 2.) The Management/Union Joint facilitators, of the newly implemented S-36 process, will supply a list of all sub-contracted work that requires full utilization. To the extent practicable, this list will be updated weekly and include the identification of the outside contractor, the specific project, the classifications affected and the anticipated length of time the affected trades are expected to be fully utilized.

To meet the objective of increasing interaction between purchasing, project initiators and the S-36 co-facilitators, as identified in the leading paragraph of this document, management further agrees to:

- Supply the S-36 Co-facilitators with a list of subcontracting expenditures made by the purchasing department updated weekly.
- Provide, upon request, an opportunity for the S-36 Co-facilitators to interview the originator of the work request being evaluated to ensure that all relevant cost data is taken into consideration.

In addition, at the request of the Local Union, the Joint S-36 Co-Facilitators and/or representatives from the affected trades and/or the appropriate Union Officers, accompanied by a member of Management will be permitted to travel to any sub-contractor site to verify the validity of the information this list contains.

- 3.) Whenever an on-site project is going to be subcontracted, that contains a portion of work appropriate to the Laborer-Heavy, Serviceman Track & Grounds, or the Truck Operator Plant Heavy Classifications, Management will provide advance notification to the area supervisor and Committeeperson where the

work is going to be performed. Thereafter, Management will give fair consideration to any proposal they, or the affected employees submit that would enable this portion of work to remain in-house.

- 4.) Work appropriate for the Skilled Trades personnel who support the facility, and the equipment and tools used for the manufacturing of product at the Lockport Site is defined in the Skilled Trades Work Assignment document that is attached to this agreement as a Skilled Trade COA Discussion Item.
- 5.) Both Union and Management recognize that the intent of this settlement is to best utilize the skills and abilities of the Skilled Tradesmen/women of GM Components Holdings, LLC, General Motors Company, Lockport, New York to improve competitiveness by increasing the volume of work that is kept in house.

Note: Sub-contractor employees are not permitted to work hours that exceed the least amount of hours offered to any employee of the affected trade any day they are working in the plant.

**MEMORANDUM OF UNDERSTANDING
MEANINGFUL UTILIZATION OF THE SKILLED TRADES WORKFORCE**

The Local Union and Management agree that an effective preventative maintenance program is paramount to achieve our goal of making our operations competitive in Lockport. It is also agreed that a viable method to control the total cost of our business is to place more reliance on our own skilled workforce and less on subcontractors. Doing so can help satisfy the needs of our people by providing the challenges that utilize peoples' skills and abilities more appropriately. To properly evaluate the practicality of change to accomplish this, the following process will be followed:

The newly-devised S-36 co-facilitators will, within six months of ratification, review all work that was subcontracted during the previous year due to insufficient staffing or employee hour availability which prevented the work from being performed in the required time frame. This review should identify the time frame and the size of the shortage, by trade, expressed in annual employee hours.

The Plant Q.N.-P.M.I. (Quality Network-Planned Maintenance Implementation) Steering Committees will evaluate the staffing requirements associated with the preventative maintenance requirements needed to comply with the requirements of Q.S. 9000 and identify the hours of shortfall, expressed in annual man hours, by trade.

The sum total of these two shortages will be our initial target for improvement with regard to our Skilled Trades work responsibilities. Thereafter, on an annual basis, this review process will be repeated to adjust this target for changing business conditions.

To identify necessary improvements that could increase Skilled Trade man hour availability to use on work that otherwise would be subcontracted and/or preventative maintenance tasks, the Plant Q.N.-P.M.I. Steering Committees, the Local Apprentice Committee, the S36 Review Committee and the Plant Paragraph 182 Representatives will be solicited, on a quarterly basis, for input on the following:

- Consolidation of non-apprenticeable trades
- Employees working to their fullest capabilities
- Incidental-overlapping and minor right of access issues
- Transfer of work responsibilities to classifications of the appropriate skill level

These ideas will be forwarded to the Skilled Trades Union Representatives and General Supervisors to evaluate the impact of implementing worthy proposals and the degree of benefit obtained by doing so.

Thereafter, these proposals will be sent to the Shop Committee and Labor Relations for review and implementation approval.

Persons generated as a result of the implementation of these proposals will be reassigned in proportion to the identified need on an alternating basis, by trade, first to satisfy the preventative maintenance needs in the generating plant, and secondly adding to our staffing levels to reduce our subcontracting requirements. This method of reassignment will continue on an alternating basis until the preventative maintenance shortfall is closed. Thereafter, reassignment will continue on an alternating basis to satisfy the preventative maintenance requirements in other plants until all shortfalls are met. Once a shortfall is satisfied in either category, future people generated will be used to satisfy other shortfalls throughout the complex.

People generated that are re-deployed to work on preventative maintenance will be assigned to a dedicated crew within the plant where the need existed and will be used solely for that purpose on straight time hours. Overtime assignments will be based on work available to their classification in their respective equalization group.

People generated that are re-deployed to work on items that would otherwise be subcontracted will be force reduced from the generating area and requisitioned at Plant 1 for the purpose of doing new build work.

The appropriate provisions of the Local Agreement will be used to determine the actual individual(s) that will transfer in accordance with the above. In addition, this provision is not meant to preclude any other plant from performing new build work.

Example: If four Machine Repairmen are needed for preventative maintenance in Plant 2 and two Machine Repairmen are needed to reduce subcontracting, two Machine Repairmen will be reassigned to perform preventative maintenance tasks in Plant 2 for every one Machine Repairman that is transferred to Plant 1 to perform work that reduces the need to subcontract, as they become available. Then, as more Machine Repairmen become available, the two for one ratio of replacement will repeat itself until the larger need is completely satisfied.

**Memorandum of Understanding
Fixed Headcount Agreements
UAW Local 686
General Motors Components Holdings LLC
Lockport Operations**

This Memorandum of Understanding dated 12/2/2011 is between General Motors Components Holdings LLC, Lockport, New York Operations (hereinafter referred to as Management) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America Local 686, Unit #1 (hereinafter referred to as the Local Union). These parties agree to the terms and conditions of this Memorandum.

Management and the Local Union have been engaged in ongoing discussions regarding Competitive Operating Practices. As a result of these discussions the parties have agreed to the following changes regarding Headcount:

The following Demand settlements will be rendered null and void:

- ◆ H&S P-2 dated 9/11/04
- ◆ G-57 dated 3/1/04
- ◆ H&S P-2 dated 2/20/00
- ◆ P-9 dated 2/20/00
- ◆ P-27 dated 2/20/00

This agreement supersedes all other settlements, written and verbal, and or other agreements pertaining to this subject.

**United Automobile, Aerospace and
Agricultural Implement Workers of
America Local 686, Unit #1**

**General Motors
Components Holdings, LLC
Lockport, New York Operations**

Memorandum of Understanding
Temporary Layoff Language
UAW Local 686
General Motors Components Holdings LLC
Lockport Operations

This Memorandum of Understanding dated 12/2/11 is between General Motors Components Holdings LLC, Lockport, New York Operations (hereinafter referred to as Management) and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America Local 686, Unit #1 (hereinafter referred to as the Local Union). These parties agree to the terms and conditions of this Memorandum.

Management and the Local Union have been engaged in ongoing discussions regarding Competitive Operating Practices. As a result of these discussions the parties have agreed to the following changes regarding Temporary Layoff Language:

Paragraph 10.1 will be modified to read:

- ◆ ~~First, lay off employees with less than one year seniority in the affected department, classification and shift;~~
- ◆ ~~Second, for the balance of the shift, and up to three (3) additional weeks, employees may be laid off by department, classification, and shift. It is understood by the parties that high seniority will have the option to volunteer for this Temporary Layoff. If there are not sufficient volunteers, low seniority will be placed on Layoff.~~
- ◆ ~~Third, for Temporary Layoffs in excess of three (3) weeks, and up to six (6) months, employees may be laid off by department and classification. The operating shifts will be collapsed during this period and seniority will be used to determine the employees who will remain at work for this period. It is understood by the parties that high seniority will have the option to volunteer for this Temporary Layoff. If there are not sufficient volunteers, low seniority will be placed on Layoff.~~

It is understood by the Local Parties that this Memorandum of Understanding will remain in effect as long as Temporary Layoffs do not count against an employees' weeks of Sub Pay eligibility. At such a point in time when the Sub Pay provisions may be modified, this agreement will be null and void, and the Local Parties will immediately renegotiate the terms of this Memorandum of Understanding.

This agreement supersedes all other settlements, written and verbal, and or other agreements pertaining to this subject.

United Automobile, Aerospace and _____	General Motors
Agricultural Implement Workers of _____	Components Holdings, LLC
America Local 686, Unit #1 _____	Lockport, New York Operations

Miscellaneous Letter

Subcontractor Entry Process

The S-36 notification requirements prior to sub-contractor plant entry will be adhered to.

In addition, upon entry, the Contractor will immediately be required to proceed to a predetermined location, in the building where the work is to be performed, to fill out a "Contractor Visitation Notice Form" that will identify in detail the full scope of work to be performed.

The Contractor will then be required to post this completed form on the designated "Contractor Notification Board", located in the central maintenance area of the building containing the work to be performed.

Upon completion of this work the Contractor will be required to sign out. Also, at this time, the Contractor will be required to document any work assignment element he/she performed that was not previously documented.

This "Contractor Visitation Notice Form" will remain posted for a minimum of 1 day after completion of the work.

Thereafter, a copy of this form will be sent to the S-36 co-facilitators, who will review the scope of work performed to identify potential opportunities for the completion of similar future tasks by GM Components Holdings, LLC, General Motors Company, Lockport, New York Harrison Lockport Skilled Tradesmen/women.

Upon ratification of the Local Agreement, the suggested guidelines will be included in Site Procedure, and will be a mandatory requirement of any Contractor entering the complex to perform work.

Miscellaneous Letter

Vacation Approval Guidelines

Production:

Two (2) persons per Department and Shift, or five (5%) percent, whichever is greater will be allowed to be on vacation at any given time.

Skilled:

From ~~Demand Settlement S-2~~ 2015 Demand Settlement S-1:

~~This item is settled on the basis that the minimum vacation time off schedule will be based upon the following, which will apply to all Skilled Trades:~~ Skilled vacation requests will be approved by Department and Shift according to the following schedule:

Number in Trade
in Department* on Shift:

Number ~~in Trade, in Department~~ on shift
Allowed Vacation per Week on Vacation:

1 – 5	1
6 – 18	2
19 – 30	3
31 – 40	4
41 – 50	5
51 – 60	6
61 – Over	7

~~*Does not include Apprentices, who will continue to be handled as in the past.~~

~~The above schedule represents the minimum number of employees who may be on vacation each week. Additional employees may be given vacation during those weeks where the efficiency of the operation will permit such scheduling.~~

Apprentices will not be included in the trade count, and their vacation requests will be treated separately.

Persons requesting and approved for a vacation on the last scheduled work day of the calendar work week will not be required to work on the Saturday associated with the week, Monday through Sunday, that includes the approved vacation time off.

Additional vacation slots may become available as a result of:

- Previously approved vacations being cancelled by mutual agreement of the employee and Supervisor, or
- No work available, or less work than would require all employees to be at work being available, during the summer vacation shutdown period.

General:

During the vacation application period, requests for time off will be approved on the basis of seniority. After the close of the vacation application period, requests will be approved on a first come, first serve basis.

Employees who desire to cancel a previously approved vacation day, need to submit a vacation request form identifying the vacation time off they wish to cancel, a minimum of two (2) full business days prior to the day they are requesting to have cancelled. Vacation cancellation requests will be approved or denied as soon as possible but no later than the end of the applicant's shift two (2) business days after the application is filed. All vacation cancellation requests will be approved or denied in writing.

Miscellaneous Letter

Production Selection for Independence Week and Vacation Shutdown

Selection of employees to Vacation Shutdown Weeks will be made as follows:

1. All employees interested in working during the Vacation Shutdown Weeks must submit Request to Work Cards to their supervisor. Employees assigned to departments that are working either of the Vacation Shutdown Weeks will be excused from working in line with their seniority, when there are volunteers capable of performing the work available who are willing to work in their place;
2. Volunteers who submit a Request to Work card with their supervisor will be selected in the following order:
 - a. Volunteers by department and classification by seniority
 - b. Volunteers by classification from other departments by seniority
3. Request to work Cards must be submitted by interested employees 3 weeks prior to the designated Vacation Shutdown.
4. Volunteers will be notified no later than 7 days prior to Shutdown where and on what shift they will be working during Summer Shutdown. Once the shutdown application period closes, the employees will not be able to back out. Schedule changes that occur within the 7 day period prior to shutdown may dictate that employees could be added or subtracted, to meet the needs of the business.

Where there are no volunteers per (2) above, openings will be filled in reverse order of seniority by Department, Classification, and shift
Shift of assignment clarification;

An available shift is defined as any opening not currently occupied during this shutdown period by a Production employee scheduled to work, in line with their seniority date on their regular shift.

- Persons who are in the scope of selection for a work offer will first be entitled to work their regularly scheduled shift.
- Persons in the scope of selection who cannot be accommodated on their regularly scheduled shift, will be assigned to an available opening on a shift that is scheduled to operate by allowing the affected employees (those who cannot be accommodated on their own shift) to choose the shift opening of their choice by Seniority Date(Offer High, Force Low).

Clarification for Overtime Selection;

Selection for persons to work overtime will be made pursuant to paragraphs 34.1 and 34.2 of the Local Agreement who are working during this period. All persons who are working on a shift other than their own will be considered "farm ins" and go to the bottom of the overtime equalization list for that period.

Miscellaneous Letter

Skilled Trades Selection for Independence Week and Vacation Shutdown

Independence Week:

- Selection for available work assignments will be made by Skilled Trades Date of Entry (Offer to High Date of Entry, Force Low Date of Entry)
- Selection will be made regardless of shift
- Assignments to available shifts will be made by Skilled Trade Date of Entry from persons scheduled to work, regardless of normal shift of assignment (Offer Shift Assignments to High Date of Entry first, Force Low Date of Entry to available unclaimed shifts)

Vacation Shutdown Week:

- Requests for Vacation will be honored on the basis of Plant Seniority
- Selection for available work assignments will be made from employees not on approved vacation by Skilled Trades Date of Entry (Offer to High Date of Entry, Force Low Date of Entry)
- Selection will be made regardless of shift from persons not on approved vacation
- Assignments to available shifts will be made by Skilled Trade Date of Entry from persons scheduled to work, regardless of normal shift of assignment (Offer Shift Assignments to High Date of Entry first, Force Low Date of Entry to available unclaimed shifts)

Saturday, Sunday and Holiday Overtime:

- Selection of persons for work available on any Saturday, Sunday or Holiday that occurs during the Independence Week and Vacation Shutdown period will be made pursuant to Paragraph 35.2 of the Local Agreement.
- All persons in the scope of selection for overtime in the work week immediately preceding the Independence Week shutdown are included in the scope of selection under Paragraph 35.2.

Shift of Assignment Clarification:

An available shift is defined as any opening not currently occupied during this 2 week shutdown period by a Skilled Trade employee scheduled to work, in line with their date of entry on their regular shift.

- Persons who are in the scope of selection for a work offer will first be entitled to work their regularly scheduled shift.
- Persons in the scope of selection who cannot be accommodated on their regularly scheduled shift, will be assigned to an available opening on a shift that is scheduled to operate by allowing the affected employees (those who cannot be accommodated on their own shift) to choose the shift opening of their choice by Skilled Trade Date of Entry (Offer High, Force Low).

Example: Management requires 20 Millwrights to work during the shutdown period, 12 on the day shift and 8 on the afternoon shift. On the basis of Skilled Trades Date of Entry, the persons scheduled to work are as follows: 5 from the midnight shift, 10 from the day shift and 5 from the afternoon shift. The 10 from the day shift work their regular scheduled shift leaving 2 unfilled openings. The 5 from the afternoon shift work their regular shift leaving 3 unfilled openings. The 5 persons from the midnight shift are solicited by Trade Date of Entry, starting with the senior person, and allowed to choose either the available day shift or afternoon shift openings. When either the available day or afternoon shift openings are filled, whichever occurs first, the remaining midnight shift tradespersons would be assigned to the available openings.

Saturday/Sunday and Holiday Overtime Clarification:

Trades persons assigned to a shift other than their own at the start of the week carry their overtime hours from their own shift and will rise and fall on the shift to which assigned on the basis of their overtime hours. Therefore

for overtime on Saturday, Sunday or Holidays, the scope of selection will include all persons assigned to the shift where the work is required, whether at work or at home, and all persons assigned to the shift for the current week. Again, people working on a shift that have come from another shift will carry their own overtime hours with them, and will rise and fall for available overtime hours on the basis of their standing on the overtime equalization chart, and will be charged for all hours offered. At the conclusion of the shutdown period, the people will revert back to their regular shift.

Skilled Trade COA Discussion Items

Classification Structure and Work Groups:

The Competitive Operating Agreement identified an Electrical and a Mechanical Skilled Trade Classification going forward.

In keeping with the intent and through discussion, the parties agree that a work group approach will best suit the interests of the Union and the persons they represent, and provide the Company with the flexibility to improve manufacturing OEE and throughput. As such, the parties agree that the skilled trades that support the manufacturing and facility needs at the site will maintain their separate trade designations but will migrate as outlined below into the classifications identified. On the basis of the current vision for the Lockport Site, a separate Truck Repair- Gas & Electric Classification will exist subject to the conditions identified further herein.

The manufacturing and facility support classifications and what they will be comprised of from a trade standpoint are as follows:

<u>Classification:</u>	<u>Primary Trade:</u>	<u>Secondary Trade:</u>
Electrical	Electrician	None
Mechanical	Millwright	Carpenter, Mason
	Pipefitter	Boiler Room Equipment Operator, Refrigeration & Air Conditioning Equipment- Maintenance
	Tinsmith	Painter & Glazier- Spray
	Welder	None
	Machine Repair	None
	Tool & Die Maker	Machinist
	Moldmaker	None
Truck Repair	Truck Repair- Gas & Electric	None

Within 30 days of the ratification of this agreement, the initial stages of the Skilled Trades transformation will begin. The transformation will proceed via training that will occur through job pairings for straight time work assignments. After a defined period of straight time job assignment pairings, the affected equalization groups will be merged, and overtime assignments will be shared from that point forward, as defined herein.

The initial straight time job assignments will involve pairings between the primary and associated secondary trades identified above. The purpose of the pairings will be for transference of skill between both the primary and secondary trades. This initial job pairing process will proceed for approximately four months. During the timeframe of the job pairing process, overtime assignments will be assigned on the basis of our current classification structure. Upon the conclusion of the initial job pairing process, the primary and secondary trades above will form a new equalization group. Persons in the group will retain their trade title and trade date of entry. Initial assignments will be made on the basis of trade date of entry and will equalize according to a balance of hours process going forward. For purposes of temporary or indefinite layoff, the date of entry across the full spectrum of trades in the Mechanical Classification will be the determining factor, for persons hired prior to October 8, 2005. Date of entry by trade will be utilized for persons hired October 8, 2005, or later. For purposes of force reduction, shift preference and departmental transfer, the date of entry by trade will apply provided sufficient flexibility exists to give full protection to the efficiency of operations under all circumstances and conditions.

After the initial training is completed, the second phase of straight time job pairings will occur. This phase of job pairings will continue for approximately four months. The purpose, method of job assignment, fold-in to a new equalization group, and date of entry issues will occur as identified for the initial phase of job pairings. The second phase of job pairings will be done on the basis of pairing the new equalization groups created by the initial pairing process. For the second phase under the Mechanical Classification, the Millwright/Carpenter/Mason group will be paired with the Welder group and the Tinsmith/Painter & Glazier- Spray group; the Pipefitter/Boiler Room Equipment- Operator/Refrigeration & Air Conditioning Equipment- Maintenance group will be paired with the Machine Repair group. Upon the conclusion of the secondary job pairing process, the groups who were paired as identified above will form a new equalization group.

After the second phase of the training is complete, the final phase of straight time job pairings will occur. This phase of job pairings will continue for approximately four months. The purpose, method of job assignment, fold-in to a new equalization group, and date

of entry issues will occur as identified for the previous phases of job pairings. The final phase of job pairings will be done on the basis of pairing the new equalization groups created by the second phase pairing process. The final phase will consist of all of the equalization groups under the heading of the Mechanical Classification being paired with each other for straight time job assignments. Upon completion of all of the training phases, all of the equalization groups under the Mechanical Classification heading will form a new equalization group.

The job pairing and equalization group consolidation is identified with approximate timeframes associated due to the complex nature of this undertaking. The training of certain trades into other trades work may occur more expeditiously than identified herein, or ~~make~~ take additional time than allowed herein. The parties are in agreement to work towards the goal as identified in this agreement and will meet at regular intervals during this transformation to discuss progress made, and roadblocks encountered. Actual timing of the consolidation of the affected equalization groups will be discussed by the parties and will be determined on the basis of the progress being made towards accomplishing necessary training such that the initiative may succeed. Both parties commit to address problems that would interfere with the completion of this initiative such that it will ultimately be successful.

Employees once having been cross trained to allow for the benefits that will come with the shared work approach will be reclassified as a Group Leader for their respective trade to drive the rate of pay associated with their increased level of responsibility and contribution.

These work groupings and the Electrical/Mechanical/Truck Repair Classifications will allow for increased flexibility, teamwork, and supporting each other in work assignments. The work group and Electrical/Mechanical/Truck Repair Classification structure drives employee empowerment through ownership, accountability, and coaching

Management agrees to ensure the cross training of all skilled trades employees in the work groups within the Mechanical Classification by means of fair and equitable distribution of job assignments and/or classroom instruction as needed, so as not to disadvantage one employee over the other. Mechanical Classification Leaders and Committeepersons will be encouraged to bring forward instances of job assignments that could have been handled in a different manner that would further support the initiative of cross training.

The parties agree that until cross training has increased the level of the employee's ability, Management will not assign a job to an employee that the employee is unfamiliar with, without also assigning an employee from the trade that the majority of the work entails.

The parties also recognize that disciplining an employee for failure to perform a job assignment would not be appropriate if the work assignment was not in the scope of the employee's base trade or knowledge of experience, and the employee has not been afforded the necessary training to increase their level of expected performance.

The parties agree to maintain the Truck Repair- Gas & Electric Classification as a separate entity on the basis of the current vision that has this function operating in a stand-alone building on the Lockport Site. The parties make this decision recognizing that the need for the dedicated assignment of people would render their inclusion into a Mechanical Classification impractical under this arrangement. The parties are in agreement however that if technological, process or business condition changes either eliminates the requirement for this function, or causes the stand-alone nature of this activity to no longer exist such that the work is incorporated into other facilities at the site where the Mechanical Classification exists, that at that point in time persons classified as Truck repair- Gas & Electric would be combined into the Mechanical Classification according to the process utilized above for the earlier consolidations.

The parties further agree that while the Truck Repair- Gas & Electric Classification is maintained as a separate classification, that if layoffs should occur from the Mechanical Classification for persons hired prior to October 8, 2005, that persons being involuntarily laid off will test their seniority against the persons in the Truck Repair- Gas & Electric Classification, and will have the ability to displace a person with lesser seniority if capable of performing the work required.

The parties further agree that in order to maintain the proper skill set mix to address any ongoing issues created by the consolidation of trades into the Mechanical Classification, that in the event of a force reduction of persons hired prior to October 8, 2005, no reduction would occur in a particular classification that would cause the roster percentage of persons from that original trade classification to be reduced below the roster percentage that existed as of December 31, 2007. This provision is not intended to conflict with earlier statements regarding trade date of entry across classifications being utilized, but rather prevents a particular trade from being vacated and the subsequent loss of a particular skill set.

Skilled Trade COA Discussion Items

Lines of Demarcation and Workforce Flexibility:

The parties agree and understand that to have ultimate flexibility of the skilled trades workforce:

- ◆ All Skilled Trades personnel will be expected to work to the fullest level of their ability to complete a job assignment,
- ◆ Lines of demarcation will be modified/eliminated such that no skilled trades work will be specific to, and/or limited to any trade within a Classification. Without restrictions on how individuals within the Classifications will interact, adherence to all applicable safety requirements must be observed,
- ◆ Classifications will have “right of access” with respect to other Classifications areas of assignment for the purpose of performing their assigned work, provided the access can be obtained in a safe manner. Management commits to properly make the initial assignment of work to the Classification responsible for the assignment so as to not advantage Classifications with respect to each other, and
- ◆ All skilled trades personnel will be able to restore an operation to its original state, and start-up and try-out machinery, equipment, and tooling that they repaired to verify the completion and quality of the repair and to provide the operation back to manufacturing, ready-to-run.

Production Operators standardized work will enable them to:

- ◆ Perform routine visual and tryout inspections of the machinery they operate,
- ◆ Keep their machinery clean and wiped down,
- ◆ Maintain proper fluid and lubrication levels on the machinery they operate, and
- ◆ Clear loose debris within fixtures and clear machinery jam-ups, according to procedure (UAW approved).

Service/Set-up Operators standardized work will enable them to perform the same assignments as the Production Operators, and will additionally enable them to:

- ◆ Tighten loose, non-critical components not directly related to locating pins, blocks, and/or shims,
- ◆ Tightening of loose, leaking coolant, air and dispensed product fittings, and
- ◆ Perform machine model changeovers currently assigned, and other changeovers where a task analysis determines the work to fit within the skill level of a Service/Set-up Operator.

The workforce flexibility agreement is expressly for the purpose of eliminating situations that cause unnecessary delays or inefficiencies in our operations. The parties agree and commit that this will not be used to reduce either Skilled Trades or Production personnel at the expense of each other. Commencement of the agreements contained herein will begin within 30 days of ratification.

Skilled Trade COA Discussion Items

Skilled Trades Work Assignments:

Skilled Trades work assignments have involved many varied tasks over the years. Assignments range from activities that need to be performed on a daily basis, to assignments that are needed to be performed on less than a daily basis.

The assignments that are necessarily performed on a daily basis offer the best security for our people as the work is constant. The amount of repetition that exists with work performed on a daily basis insures that skills stay current with the need and are transferable between people from a training standpoint. The nature of this work allows for the principles of continuous improvement to be applied and validated that will offer us a competitive advantage when this work is performed. We believe that the activities that are necessarily performed on a daily basis to insure that our operations, machinery, equipment and tools are capable of satisfying customer demand are best done by our own skilled trades workforce. Our desire is to make this work a competitive advantage for our site and to always perform this work with our own people.

Skilled Trade employees at work to take care of the assignments necessarily performed on a daily basis will likely possess skills that would also enable them to perform other work assignments that rely on the same trade work abilities and that we are competitive at. In certain cases, available capacity may exist that allows for some of this work to be performed with our own skilled trades workforce. In other cases, certain types of this work may exist where it is determined that our people are desirous of and willing to work extra hours to accomplish the task. Filling existing capacity with work we are capable of performing and taking on assignments involving extra hours of work when our people are willing to work, provided our internal cost is competitive with the outside cost are sound business decisions that will further secure jobs at this site.

Additionally, work exists, from maintaining and preparing our facility, to physically building the equipment and tools that would be used to build the product that is shipped to the customer.

Work associated with maintaining and/or preparing our facility to handle new programs will be considered, through the contracting review process, for being performed with our own in-house skilled trades personnel. Examples of work included range from maintaining the plant and preparing the plant area from an aesthetics, environment and utility standpoint, fabrication of material movement equipment (carts, conveyors and pack systems) and operator work stations (cells and part presentation devices), to the installation of machinery, equipment and tooling. Additional examples include plant transformation activities in regards to equipment removal, movement, installations and associated utilities.

Equipment and tooling necessary to physically build and test the part that is being supplied to the customer will not be considered for being performed by our own in-house skilled trades personnel. Examples of this work will include dies and molds that make actual parts being assembled, fixtures that properly position and support the part as it is being assembled, machinery that is operated by our production employees to either build or process the product, and machinery and test equipment used to validate the product and error proof the assembly process. Once the equipment and tooling described herein is received at the Lockport Site, the ongoing maintenance, repair, refurbishment, rebuild and build of spare parts would be considered, through the contracting review process, for being performed with our own in-house skilled trades personnel.

Finally, work exists that has typically been performed by contractors, and by virtue thereof, would not normally or historically be contemplated for being done with our own in-house skilled trade work force.

A listing of such work that is not contemplated for consideration of being performed with our own skilled trade personnel will be provided to the Contracting Review Committee when a decision is made to contract this work

Contracting Review Process:

Before a decision is made to utilize employees of a contractor for work appropriate to our skilled trade work force, a review of such anticipated need will be conducted with the Contracting Review Committee. The Committee will consist of a facilitator and representatives from the various trades. As the cross-training of trades progresses, the makeup of the committee will be re-evaluated and the size and membership of the committee may change as long as effective reviews are capable of being conducted. Management will provide a listing of work that needs to be performed to the Contracting Review Committee on a regular basis.

The recommendations of the review committee will be based on responses to contracting criteria in the specific order shown below:

1. Do we have the necessary equipment to perform the work?
2. Do we have the necessary skills to perform the work?
3. Are we competitive in terms of cost for this particular work?
4. Is sufficient manpower available to perform the work in the required timeframe?
5. Are there people from the affected trades involuntarily on layoff?

A “No” response to the first question will require a review of the work to be done to determine whether it will be automatic cause for this work to be performed by other than our own skilled trades employees. A “No” response question 2 or 3 will be automatic cause for the work to be performed by other than our own skilled trade employees. A “Yes” response to questions one, two and three requires answering question four.

A “Yes” response to question 4 will keep the work in-house, while a “No” response will require answering question 5. A “No” response to question 5 will allow for contracting the work, but will require the affected trade to be fully utilized as explained further herein, while a “Yes” response will require calling back to work employees from the affected trade. Call backs will need to continue until the need to contract is either eliminated or all persons from the affected trade are returned to work. If after recalling all persons from the affected trade, the work or a portion thereof still requires to be contracted, it may be contracted but will require the affected trade to be fully utilized as explained further herein.

Full Utilization:

Onsite Contracting:

When employees of an outside contractor are employed on our premises performing work appropriate to the skilled trade employees of UAW Local 686, Unit #1, and the reason for the outside contractor performing the work on-site is due to a lack of available manpower, then employees from the affected trade in numbers equal to the staffing level of the contractor will be offered 10 hours of work per regularly scheduled week day, Monday through Friday, and 8 hours for a holiday which occurs on what otherwise would be a straight time work day, for the duration of the project work being performed onsite. The offer will be made on a shift affected basis and will be offered to the entitled persons on the basis of their equalization chart standing.

Offsite Contracting:

When employees of an outside contractor are employed offsite performing work appropriate to the skilled trade employees of UAW Local 686, Unit #1, and the reason for the outside contractor performing the work is due to a lack of available manpower, then employees from the affected trade will have available starting the week immediately following the decision to contract, an equivalent number of hours as to what was contracted that would be used to insure persons from the affected trade are offered work that employs them at a minimum work offer of ten (10) hours a day Monday thru Friday and eight (8) hours for a Holiday which occurs on what otherwise would be a straight time work day until the contracted work hours are offset. The offset will occur by first being

applied to make up the straight time hours for persons returned from layoff with the balance applied to generating week day overtime for the current week. Total hours available for a given trade will not exceed the hours of work contracted for that trade.

It is also understood that while there is work subcontracted appropriate to our skilled trades workforce, no employee from the specific trade will be involuntarily laid off before that work is first given to that trade or brought back for our skilled trades to do that work.

General Rules:

No Contractor will perform work onsite that would drive full utilization on a Saturday, Sunday or Holiday unless all of our in-house trades who would be impacted by the work assignment were first offered an equivalent number of work hours on such Saturday, Sunday or Holiday.

Management agrees to provide purchase order amounts expended on work contracted that would be considered as appropriate for our skilled trade work force.

The company agrees not to remove equipment that the parties mutually agree will put us at a disadvantage to be competitive. The company agrees to pursue obtaining equipment (listed below) from another Delphi location that would allow us to be more competitive.

- ◆ CNC Lathe
- ◆ Hole Popper
- ◆ Wire EDM

If the equipment listed is not available from the other Delphi location, Management will install the Wire EDM machine that was removed from Building 6 into the Building 7 Tool Room.

The company also agrees to expedite the work needed to get the Toshiba Boring Mill operational and all associated utilities and other necessities to make the Mold area in Building 7 effective and efficient.

Skilled Trade COA Discussion Items

Work Group Leaders:

The parties agree that the Work Group concept will require hourly persons employed in a leader capacity to achieve its full potential. The role of the leaders will be in support of the Work Group. Leaders will be members of the Work Group, fully able to participate and perform all functions that other Work Group members perform on both a straight and an overtime basis. Work Group Leader assignments are listed below (not all inclusive):

- ◆ Guide, instruct and train,
- ◆ Review/mark up prints, order and kit parts, and follow up with outside trades throughout execution of major jobs,
- ◆ Review Bills of Materials, ensuring indirect material setups, support Point of Use spare parts cribs, restock Point of Use cribs from main crib,
- ◆ Act as a liaison with vendors and assisting with the selection and development of future vendors,
- ◆ Work off shifts as needed to support major job assignments, and assist with job continuity and knowledge transfer as required.

The role of the Work Group Leader will be critical in the Site's ability to achieve the full potential of the items discussed during the COA discussions. Management commits to allow the Work Group Leaders time to perform the traditional lead person job duties, and not limit their contributions to that of being just another journeyperson available for assignment on the floor. If a need exists to staff the Work Group Leader function on other than the day shift, the parties will discuss the duration of the need and the appropriate avenue for staffing. By virtue of the persons they would come in contact with, Work Group Leaders on the day shift would be better able to interact with Engineers and vendors. The work assignments identified above that require this interaction will best be accomplished during these hours. The execution of the planned job, and the need to guide, instruct and train may be more critical on shifts other than the day shift due to the lack of the resources availability (Engineers and vendors).

Management is willing to maintain one (1) functioning Work Group Leader in each of the seven (7) trades that currently have lead persons, and to add one (1) Work Group Leader for the Machinist Trade as we begin the implementation of the COA. This agreement is made with the understanding that the Work Group Leaders in the Machinist and Moldmaker Trade will function as part of the regular work group, and will be available to provide assistance and instruction when required.

As we progress in the cross training of trades and the new grouping process from an equalization standpoint, the parties commit to look at the need for multiple Work Group Leaders as trade pairings occur and the trades being grouped together both contain Work Group Leaders. The parties will be responsible in their decision making in regard to the number of Work Group Leaders.

Work Group Leaders will be selected from persons within the work group according to jointly pre-determined selection criteria. Work Group Leaders will equalize overtime as do other persons in the Work Group. The parties agree to pay Work Group Leaders at the rate that exists for a leader for the highest paying trade within the Classification for which they will lead.

Date: May 1, 2008

To: Todd McNall, Shop Chairman, UAW Local 686

From: James Fennell, Lockport Site Personnel Director

Subject: **Modifications to Seat of Assignment Practice**

CC: Carrie Czerwinski, Dennis Gilbert, Mike Grimmer, Jeff Austin, Earl Wolcott

The National Parties, in Attachment D of the 2007 Supplemental Agreement, recognized the need for a competitive operating agreement at each local site to improve plant competitiveness, promote operating viability and better position plants to win new business.

Based on the significant changes seen in the industry and within Delphi, and the need to remain a viable site going forward for the job security of Lockport Site employees, as well as recognizing that employees want the ability to move to different job assignments within the department, the current seat of assignment practice is being modified under the following terms:

- ▶ Management will post all primary openings within the department for a period of three (3) days;
- ▶ Secondary openings within the department will be posted for a period of two (2) days;
- ▶ Interdepartmental postings will be filled by seniority, unless affected below;
- ▶ Employees may submit a transfer card to an opening on another shift. However, when granted that request, the employee may not apply to leave that shift for a period of four (4) months;
- ▶ Employees transferring into a department and shift must work one (1) week within the affected department to post for any inter-departmental openings, unless all eligible employees have been exhausted.

In addition, there are critical jobs that must be addressed to protect the efficiency of operations. In particular, those jobs deemed critical to the quality of our products. Local Management will work with the Shop Committee to define a process to identify critical jobs across the site.

There are also extenuating circumstances where employees may not be able to remain on their regular seat of assignment in accordance with Paragraph (8) of the National Agreement. The District Committeeperson and Local Management of the affected area will jointly address issues as they arise.

Where issues arise on critical jobs or where there are extenuating circumstances, Management will have the ability to maintain a trained employee on the affected seat of assignment in an effort to train the proper replacement for a period of up to five (5) working days, unless a longer period is agreed to.

The modifications indicated above constitute a change to the current practice.

GMS Implementation and Team Member Support

The parties held many discussions regarding their mutual interest in maintaining a strong manufacturing presence in the U.S. and securing and protecting job opportunities for UAW members. In addition, the parties understand the critical importance of fully implementing GMS into the Lockport culture and the significance this Global Manufacturing System plays in the success of our facility.

The parties recognize the immediate challenging period for the Lockport site that confirms the need to maintain operating teams composed of team members and team leaders. Within the team member make-up, there will be both team member and team member support personnel, in areas where support personnel are required. The division of the elements of work between team member and team member support will be determined on the basis of a requirement for specialized skills, training and the necessity of utilizing independent judgement in how to accomplish the identified task.

When the parties agreed to discuss a team member approach, it was agreed that it would be implemented in a pilot area only until such time that a mutually satisfactory approach to operating teams was developed. After further discussion, the parties now agree to implement this change in team member structure in the K2xx PTC area, within 30 days after development of the process to divide the work elements between the team member and the team member support.

Continuing with our agreement to move to GMS team structure, the parties agree to follow this same process in all departments which receive new or replacement work.

Management understands the value of having our support members trained as a flexible team and commits to provide adequate time to be trained on these jobs across the zone. Training necessary to become proficient at each of the team member support assignments across the zone will require commitment from Management to ensure each team member support is $\frac{3}{4}$ Harvey ball on the training chart and has the up to date safety training necessary as identified in the team member support ST.

Team member support will be assigned to a department within an operating zone, and will equalize as a group on their shift of assignment. Their assignments will encompass work classified as being assigned to the team member support across all departments within their operating zone, and they will be able to perform any and all team member support assigned tasks, within their assigned operating zone, on any given day.

Once the initial need for team member support is met, work can be assigned to a team member support from the team member or team leader classification to fully utilize this team member support person. When work assignments are added or removed, the STS will be updated to reflect the work currently assigned.

Team member support personnel will be expected to learn all team member support assignments handled by the group they equalize with, and job rotation will be accomplished across this equalization group.

The parties agree that the terms of this agreement are simply to identify those work elements which were traditionally service work elements and look at the scope of the work, and the training involved, to ensure this work can be performed safely and efficiently. Separating these jobs between the team member and team member service group allows our fully trained and capable production employees to align themselves with work they are capable of performing.

If a reduction were to occur within the team member support ranks, their displacements rights will only look across team member support from like operating zones.

Outside Grounds Work Activities

The Local Parties agreed to reduce the current contract employee staffing within 30 days of ratification from three (3) persons to two (2). The two (2) person staffing will consist of an electrician and a mechanical tradesperson.

And furthermore, by December 31, 2016, Management agrees that the remaining 2 employees will be removed from the site. During this timeframe the parties will work to come up with an alternative that is mutually beneficial.

The work that necessarily needs to be performed will fall into one of various categories and will be performed following the appropriate provisions of the National and Local Agreements.

Document 159 of the UAW-GM National Agreement will prevail for all work that is considered construction and/or demolition, specialty maintenance, and work with a “major” component as identified within Document 159. When resources are available during the timeframe that the project is to be performed, the local union will be afforded the opportunity to submit a competitive proposal to be considered for performing this work.

Work identified in Document 159 as having a “minor” component, along with other normal and historic skilled trades work, is appropriate to Local 686. When management is considering letting this work, the language of Paragraph (183) of the UAW-GM National Agreement will prevail, along with supporting provisions from the Local Agreement.

Finally, there may be other non-strategic project work, not normal and historical to Local 686, that may be considered, provided skilled trades resources are available. The local union will have the ability to bid on the work, provided they can satisfy the requirements listed in the templated checklist provided by the National Parties.

During these discussions the Union made it clear that there was no interest in relinquishing claim to Normal and Historical work elements at our site. The Union also made it clear that they were willing to continue to work toward low cost solutions in these situations and were confident that staffing needs could be mutually beneficial.

The Local Parties commit to make an honest and sincere effort in good faith to agree on a local definition of major/minor that is right for our operation and our people. The parties commit to attempt to reach this agreement prior to October 1, 2016. If the parties are not able to reach an agreement by the October 1 date, we will adopt the National Parties definition of major/minor and invite the National Parties to visit the site and explain how it applies to our operation.

The parties also agree to work together to improve job security for our skilled trades employees, by performing work with our own skilled trades work force where performance of such work provides a more cost effective approach to accomplishing work that needs to be performed.

Management commits to review through the process contained in Paragraph (183)(d) of the National Agreement any minor work that will be performed by a subcontractor. Management agrees that the scope of minor work to be performed needs to be inclusive of what the subcontractor is asked to do. Changes to a scope of work will require a new review pursuant to Paragraph (183)(d).

PLANT RULES

The purpose of our rules and regulations is not to restrict the rights of anyone, but to define and protect the rights of all and to insure cooperation.

RULES FOR ENTERING AND LEAVING PLANT

1 – IDENTIFICATION BADGES AND DOOR SHEETS

- 1) Present your Badge when entering the Plant.
- 2) Ring Badge when:
 - a) Entering Plant but not more than 30 minutes before the start of “B” Shift.
 - b) Entering Plant but not more than 15 minutes before the start of any other Shift.
 - c) Leaving Plant, except during lunch period or 15 or more minutes after the end of your Shift.
- 3) Sign General Door Sheet at gate of entry when:
 - a) Entering Plant:
 - i) More than 30 minutes before the start of the first morning “B” Shift.
 - ii) More than 15 minutes before the start of any other Shift except during lunch period.
 - iii) Tardy at start of Shift or after lunch period. (Badge must also be rung as basis for pay.)
 - iv) At any other irregular hour.
 - b) Leaving Plant:
 - i) More than 5 minutes after the end of your Shift.
 - ii) At any other irregular hour.
 - c) Notify your Supervision when you have forgotten your badge so that he can record your time data on the Supervisor’s Door Sheet.
 - d) Do not ring the Badge or sign the Door Sheet for another.

VIOLATIONS

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

I – IDENTIFICATION BADGE

- 1) Failure to present your ID Badge when entering the Plant.
- 2) Failure to present ID Badge in the Plant upon request.
- 3) Using another’s ID Badge or Pass, permitting another to use your Badge or Pass to enter the property. (This includes use of the Badge to gain access to a Plant area otherwise prohibited.)
- 4) Ringing the ID Badge or signing the Door Sheet for another, or permitting another to do so for you.
- 5) Repeated failure to ring own ID Badge or failure to sign Door Sheet.

II - ATTENDANCE

- 6) Absence without reasonable cause – or failure to notify your Supervisor, the Personnel Department or Plant Police as to the reason you are unable to report for work, unless satisfactory reason for failure is given.
- 7) Reporting late for work:
 - a) If 2 minutes but not more that 6 minutes late you will be paid from and expected to start work 7 minutes after your regular starting time.
 - b) If more than 6 but less than 13 minutes late you will be paid from and expected to start work 13 minutes after your normal starting time.
 - c) If more than 13 but less than 15 minutes late you will be paid from and expected to start work 19 minutes after your normal starting time.
 - d) If more than 15 minutes late you may start work only with the approval of your Supervisor.
- 8) Absence of three working days without properly notifying Management.

III – WORK RULES

- 9) Leaving own Department (or work area) or the Plant during working hours without permission.
- 10) Stopping work or making preparations to leave work (such as washing up or changing clothes) before the signal sounds for lunch period or before the specified quitting time.

- 11) Wasting time or loitering in toilets or on any Company property during working hours.
- 12) Sleeping during working hours.

- 13) Distracting the attention of others or causing confusion by unnecessary shouting, catcalls, or demonstration in the Plant.
- 14) Unauthorized operation of machines, tools or equipment. (This includes borrowing tools from another employee without his/her consent.)

IV – CLEANLINESS AND ORDER

- 15) Littering, or contributing to poor housekeeping, unsanitary or unsafe conditions on Plant premises.
- 16) Failure to keep your locker clean and orderly. (Lockers are subject to Company inspection.)

V – INSTRUCTIONS FROM SUPERVISION

- 17) Refusal to obey orders of Supervisor or other Supervisor.
- 18) Refusal or failure to do job assignment. (Do the work assigned to you and follow instructions. Any complaint may be taken up later through the regular channels.)

VI - SMOKING

- 19) Smoking is prohibited in all indoor areas controlled by the Company.

VII - SOLICITATIONS

- 20) Unauthorized soliciting or collecting contributions for any purpose whatsoever during working time.
- 21) Unauthorized distribution of literature, written or printed matter of any description in working areas, on Company premises, during working time.
- 22) Posting or removal of notices, signs, or writing in any form on bulletin boards or Company property at any time without the specific authorization of Management.

VIII – GENERAL RULES

- 23) Falsification of personnel or other records.
- 24) Misuse or removal from the premises without proper authorization of employee lists, blueprints, Company records, or confidential information of any nature.
- 25) Removal of Company property or property not belonging to you from the premises without a Parcel Pass, or failure to present any package or parcel, etc., to the Plant Police for inspection.
- 26) Possession of weapons on Company premises at any time.
- 27) Theft or misappropriation of property of employees or of the Company. (This includes property of contractors, vendors, etc.)
- 28) Sabotage.
- 29) Abuse, misuse, or deliberate destruction of Company property, tools, equipment, or the property of employees in any manner. (This includes property of contractors, vendors, etc.)
- 30) Making scrap unnecessarily, or careless workmanship
- 31) Restricting output.
- 32) Immoral conduct or indecency.
- 33) Threatening, intimidating, coercing, or interfering with employees or Supervision at any time.
- 34) The making or publishing of false, vicious, or malicious statements concerning any employee, Supervisor, the Company, or its products.
- 35) Abusive language to any employee or Supervision.
- 36) Gambling, lottery, or any other game of chance on Company premises at any time.
- 37) Fighting on the premises at any time.
- 38) Horseplay, scuffling, running, or throwing things.
- 39) Possession of or drinking of liquor or any alcoholic beverage on Company property at any time. Reporting for work under the influence of alcohol, when suffering from alcoholic hangover, or in an unsafe condition.
- 40) Assignment of wages or frequent garnishments.
- 41) Disregard of safety rules or common safety practices.
- 42) Repeated violations of shop or safety rules.
- 43) Use, Possession, Distribution, Sale or Offering for sale, of narcotics or dangerous drugs including Marijuana or any hallucinogenic agents, on company property at any time. Reporting for work under the influence of narcotics or dangerous drugs.

Summarizing Minutes

SENIORITY AGREEMENT

Par. 17.4 - Employee Request	Par. 8(2) - July 26, 1961 Par. 7(7) - July 28, 1961
Par. 8.5 - Combination Jobs	Par. 8 - Sept. 26, 1967
Job Definitions - Permissive Language	Par. 9 - Aug. 7, 1964 Par. 6 - Jan. 3, 1968
Production Standards	Par. 9 - July 15, 1958
Serviceman - Departmental	Par. 20 - March 2, 1961 Par. 8 - Aug. 14, 1961 Pars. 10 - 12 - Aug. 28, 1961
Extra Person Assignment	Demand P-45, 1987 Local Negotiations

SKILLED TRADES

Cleaning of Dirty Dies	Par. 13 - Oct. 7, 1970
Installation, Removal & Repair	Par. 7 - Aug. 21, 1961
Pipefitting Work Performed Par. 6 - Sept. 5, 1964	Pars 5 - 7 - Aug. 16, 1961
Replacement of Stolen or Broken Tools	Par. 7 - Aug. 27, 1970 Par. 6 - Sept. 10, 1970
Welding Performed by Tinsmiths	Pars. 1 - 11 - Aug. 14, 1961 Pars. 4 - 6 - Aug. 18, 1961 Par. 8 - Aug. 21, 1961 Par. 14 - Aug. 23, 1961 Par. 13 - Aug. 28, 1961
Temporary Retention of In-Training	Par. 13 - Aug. 23, 1961
Temporary Transfer	Par. 7(5)B - July 28, 1961

MISCELLANEOUS

Gloves	Par. 10 - March 15, 1962 Par. 15 - April 19, 1962 Par. 7 - June 7, 1962 Par. 7 - Sept. 26, 1967 Par. 6 - Sept. 6, 1970
Rules Infraction Observed by...	Par. 14 - Aug. 26, 1964
Safety Glasses Replacement	Par. 13 - May 14, 1958
Protective Clothing	Par. 5 - Oct. 16, 1967
Supervisor-Employee Relationships	Par. 7 - Aug. 6, 1964 Par. 10 - Aug. 2, 1967
Chairs, Stools	Par. 9 - May 14, 1958

1. As mutually agreed during the course of 1987 Contract Negotiations, these Summarizing Minutes are prepared for the purpose of making available for convenient reference those Paragraphs of the Minutes of the Special Meetings covering 1996 Negotiations, and certain Paragraphs included in the Summarizing Minutes covering the 1993, 1990, 1987, 1984, 1979, 1976, 1973, 1970, 1967, 1964, 1961 and 1958 Negotiations, together with certain other Paragraphs of the minutes of intervening meetings covering understandings reached by the parties which have not been considered appropriate for inclusion in Agreements proper, but which have continuing significance in the daily administration and interpretation of these Agreements.
2. The exclusion from these Summarizing Minutes of Paragraphs from any preceding minutes in no way affects the continuing validity of the excluded Paragraphs which are in no way superseded or modified by these Summarizing Minutes.
3. The Paragraphs of preceding minutes which are included in these Summarizing Minutes include those which it was specifically agreed by the parties as a matter of record would be included, as well as other Paragraphs which the parties have agreed to include without any other record of agreement.

WAGE AGREEMENT

4. "Combination Jobs"

Paragraph 8.5 - Wage Agreement

- (1) Management will furnish the Union with an annual report on November 1st of each year entitled, "Employees Regularly Assigned to Two or More Classifications". During the course of the year, on a weekly basis, the Personnel Department will notify the Shop Committee in the regularly scheduled Union-Management Meetings of Combination Jobs which have been newly established or discontinued, these additions and deletions to be authorized by, and information issued to the Personnel Department by, the Industrial Engineering Department.
- (2) When an employee is working on a job that subsequently becomes dually classified, the employee, seniority permitting, may elect to bump the lowest seniority employee who holds the primary classification of the dually classified assignment, without regard to the department or shift of assignment, rather than occupy the dually classified job. The employee who is being dually classified by Management must state his/her desires to exercise this bump right at the time of being initially assigned to the dual classification. If a higher seniority employee elects to exercise this bump procedure, the higher seniority employee, and the affected lowest seniority employee who is being displaced will exchange departments and shifts of assignment.
- (3) It is understood by the parties that temporary work assignments brought about by such things as process problems and absenteeism will continue to be handled in the usual manner and not constitute Combination Jobs subject to the foregoing procedure.

Reference: Paragraph 8, Minutes of the Special Meeting of September 26, 1967

5. Job Definitions - Permissive Language

- (1) Management agrees that the intent of the permissive language contained in agreed-to Job Descriptions is to indicate the general type of what might be termed "secondary duties" which will be assigned regularly, or when needed, incidental to the performance of the primary duties covered by the Job Classification Definitions. Further, Management emphasized that the inclusion of the permissive language in Job Definitions neither restricts nor broadens Management's right to make work assignments as such, but is intended to clarify the incidental type of duties which are regularly or frequently found to be necessary incident to the performance of the primary duties covered by the Classification.

Reference: Management's Position With Respect to the Union's Proposal to Amend Paragraph 7 of the Local Wage Agreement, dated May 16, 1958, Paragraph 3(1) and (2); Paragraph 5(1) of the Minutes of the Special Meeting of May 16, 1958, and Paragraph 6 of the Minutes of the Special Meeting of May 19, 1958; carried forward per Paragraph 9 of the Minutes of the Special Meeting of August 7, 1964.

- (2) The parties agreed that whenever "Use of material handling equipment, as required.", or "Does miscellaneous material handling." appear in a Job Definition, it is to be interpreted as material handling incidental to the performance of the class of work covered in the Description. In addition, any new Job Definitions agreed to by the parties, or rewritten Definitions of current Job Definitions, will include wording to clarify the intent of the parties.

Reference: Paragraph 6 of the Minutes of the Special Meeting of January 3, 1968.

6. Production Standards

- (1) Management stated that as a matter of policy Supervision is expected not to state that a "standard" exists unless a standard has been officially established, and that Supervision would be reinstructed with respect to this policy.

Reference: Paragraph 9, Minutes of the Special Meeting of July 15, 1958.

- (2) The parties agree Andon boards indicating parts missed, production goals, customer schedules, and the use of pacing lights and/or similar tracking systems will only be used in areas where production standards have been established in accordance with the provisions of Paragraph 78 and 79 of the UAW-Delphi National Agreement. Under these circumstances the content and uses of the Andon boards will be jointly agreed to by the parties.

Additionally, in areas where a production standard has not been established, similar devices may be used by mutual agreement between the Union and Management members of the Local JOBS Committee.

The local parties agree that the information listed below is appropriate and may be displayed on any boards:

- Pieces produced
- Calls for assistance
- First Time Through Quality
- Break / lunch times
- Equipment status- Running / Not Running

If items are displayed in a manner that is inconsistent with the intent defined herein the display boards will be eliminated and their subsequent use will be determined by mutual agreement between the Union and Management members of the Local JOBS Committee.

SERVICEMAN- DEPARTMENTAL

7. Agreements Reached by the Parties With Respect to Work Appropriate to H. R. No. 0453, Serviceman - Departmental

- (1) Reference is made to the Minutes of the Special Meeting of April 8, 1959 and to Paragraph 20 of the Minutes of March 2, 1961 in which the agreements reached by the parties with respect to work appropriate to H. R. No. 4664, Serviceman - Departmental are recorded. These are too extensive to make practical recording in these Summarizing Minutes but are referred to as constituting a continuing guide subject to any changes or additions which may have been agreed to.
- (2) While the foregoing is all that is pertinent for inclusion in these Summarizing Minutes, reference may also be made to the following:

Paragraph 8, Minutes of the Special Meeting of August 14, 1961; Paragraphs 10, 11 and 12, Minutes of the Special Meeting of August 28, 1961.

EXTRA PERSON ASSIGNMENT

8. When a need exists to establish an employee in an extra person job assignment and no volunteer from the selected Classification exists in the Department and Shift involved, to the fullest extent practical, the selection will be made by forcing the lowest seniority employee in the Classification to the job. In the special case where the extra assignment involves comparison between Rotating Shift and Frozen Shift employees on a bi-weekly basis, then the extra assignment will be determined based on the total work force in the selected Classification by Shift.

Reference: Demand P-45, 1987 Local Negotiations

The following steps will be utilized, provided the retained employees are capable of performing the jobs that are operating, for determining employees to be farmed out as the need arises for straight and overtime scenarios. This applies to persons who are working in their department, classification and shift of assignment. Persons working who are assigned to a different department, classification or shift would be farmed out first.

On Straight Time Hours

1. As their job assignments run-out,
2. Extra people by reverse seniority,
3. Volunteers by seniority and classification, and
4. Force low seniority by classification.

If the need to farm employees out exists at the start of the shift, employees whose job assignments are not operating will be considered as extra people for the day. The employee so affected, will then be given job assignments in line with their standing as an extra employee, or exercise the option, seniority permitting, to bump the low seniority employee for their Classification, Department and Shift.

On Overtime Hours

1. Equalized Hours Standings (Last Person entitled to work Overtime is the first person to be farmed out)

SKILLED TRADES

9. Cleaning of Dirty Dies

- (1) Management will make a serious effort to have all dies going into the Tool Room cleaned by wiping, steaming, or whatever other method is appropriate for the particular die involved. Those portions of dies which are not exposed until torn down by Tool Room personnel, and any other cleaning incidental to the die repair work being accomplished, will be handled by the Skilled Tradesmen/women as in the past. It is Management's intent that major cleaning of dies within the Tool Room will not be assigned to Skilled Tradesmen/women. Tool Room Supervision will assign non-skilled employees from within the Department or arrange to have the major cleaning work done by employees from the Department from which the die came. Further, a steam cleaning facility will be installed in the relocated Tool Room in Building No. 4, Plant No. 4.

Reference: Paragraph 13, Minutes of the Special Meeting of October 7, 1970.

10. Installation, Removal and Repair of Liquid Pumps - Work Appropriate to Pipefitters vs. Millwrights

- (1) Management will agree that where liquid pumps need to be removed from the point of installation for reconditioning and repair, such reconditioning and repair work shall be considered appropriate to the Millwright Classification. This is subject to the understanding that Pipefitters may connect and disconnect, remove and install pumps except where because of size or nature of installation, or because of rigid drive couplings requiring close alignment, Millwrights are required to do such work, and that Pipefitters may replace gaskets and repack pumps or do other simple conditioning work which does not require the removal of the pump from point of installation. All work on hydraulic systems and on vacuum pumps to be handled as in the past, or as may be agreed during these Negotiations.

Reference: Paragraph 7, Minutes of the Special Meeting of August 21, 1961.

11. Pipefitting Work Performed by Tool & Die Trades Which Should Be Assigned to Pipefitters

- (1) The following criteria which should assist in identifying work which may properly be performed by Pipefitters as distinct from that which normally would be performed by Machine Repairmen and other Tool & Die employees was established during Negotiations and recorded as noted:
 - A. As a result of studying the Union's contentions and examining its practices, Management must agree, however, that there is merit to the Union's contention that some pipefitting work is performed by Tool & Die Trades which should be assigned to Pipefitters. In general, this includes such work as the following:
 1. Manifolds (other than for hydraulic systems), preheaters, and radiant burner assemblies made up of purchased components and standard fittings, unless made up of welded and machine components.
 2. Air line lubricators and pressure regulators which are a part of the air service to machines or fixtures.
 3. Grease and oil lines on Core Face Dips.
 4. Peripheral piping which can be installed without interference with the functioning elements of fixtures, machines, or special equipment.
 5. Assemblages of piping, pipe fittings, together with other standard parts which can be assembled in advance of installation and then installed in a machine or fixture without

refitting. (This does not apply to test plugs which are made and/or assembled by the Tool Room).

6. Maintenance of the foregoing.

- (2) While the foregoing is all that is pertinent for inclusion in these Summarizing Minutes, reference may also be made to the following:

Paragraphs 5, 6 and 7, Minutes of the Special Meeting of August 21, 1961.

Paragraph 5, Minutes of the Special Meeting of August 21, 1961, carried forward per Paragraph 6 of the Minutes of the Special Meeting of September 5, 1964.

12. **Replacement of Stolen or Broken Tools**

- (1) Management stated that its policy provides that replacements will be made if the facts in an individual case indicate an employee's personal tools were broken or stolen in spite of his/her having exercised due care in the use and safe keeping of such broken or stolen tools. Questions concerning the application of this policy in a given case may be raised by the Union at the Shop Committee level for clarification.

Reference: Paragraph 7, Minutes of the Special Meeting of August 27, 1970; Paragraph 6, Minutes of the Special Meeting of September 10, 1970.

13. **Welding Performed Under H. R. No. J-106, Tinsmith, and H. R. No. J-114, Welder - Maintenance - Gas and Arc**

- (1) The following criteria for determining welding work appropriate to the above two Classifications was established during 1961 Negotiations and recorded as noted:

Statement by Management - August 14, 1961:

- A. All welded supporting steel structures for the suspension of sheet metal assemblies from the ceiling or building structural framework where the welds are in tension or shear and of sufficient weight to involve a significant safety factor, and all similar welding even though sheet metal assemblies are not involved, to be performed by H. R. No. 296, Welder - Maintenance - Gas and Arc.

Reference: Paragraph 1(1) - Management Statement of August 14, 1961.

- B. All other welding, whether arc or gas and without gauge limitation, incidental to fabrication, assembly or erection of sheet metal assemblies made by Tinsmiths to be performed under H. R. No. 364, Tinsmith, regardless of such work. This is not to preclude, however, the assignment of work in this category to H. R. No. 296, Welder - Maintenance - Gas and Arc, whenever for operating reasons it is considered desirable to do so.

Reference: Paragraph 1(2) - Management's Statement of August 14, 1961

- C. Welding - whether arc or gas - of sheet metal ranging through gauge 10, the standard recognized maximum gauge for "sheet metal" as distinct from "plate", incidental to Tinsmith work to be considered appropriate to H.R. No. 364, Tinsmith, even though similar welding may also be assigned under H.R. No. 296, Welder-Maintenance-Gas and Arc.

Reference: Paragraph 1(3) - Management's Statement of August 14, 1961, as amended with respect to gauge - Paragraph 8(2), Minutes of the Special Meeting of August 21, 1961.

- D. All welding of a similar character to that performed in the Tinsmith Shop to continue to be appropriate to H. R. No. 364, Tinsmith, but without limitation to the assignment of such work under H. R. No. 296, Welder - Maintenance - Gas and Arc.

Reference: Paragraph 1(4) - Management's Statement of August 14, 1961.

- E. All other maintenance welding to be considered appropriate to H. R. No. 296, Welder - Maintenance Gas and Arc.

Reference: Paragraph 1(5) - Management's Statement of August 14, 1961.

- (2) Management further agreed, as recorded in Paragraph 13(4) of the Minutes of the Special Meeting of August 28, 1961:

- A. To assign a Welder to the Tinsmith Shop at Plant No. 2, subject to the understanding:

- a. That he/she may be given any other work appropriate to the Tinsmith Classification which he/she is capable of doing when he/she is not needed for welding work in connection with Tinsmith Shop work, or assigned to welding appropriate to his/her Classification wherever else needed.
- b. The assignment of the Welder to the Tinsmith Shop will not preclude Tinsmith continuing to do welding incident to the fabrication, installation or erection of sheet metal work.
- c. Tinsmiths will only be assigned to full time welding, or to substantial welding on overtime, when all Welders are either working or have declined overtime or straight time assignments.

- (3) While the foregoing is all that is pertinent for inclusion in these Summarizing Minutes, reference may also be made to the following:

Paragraph 11, Minutes of the Special Meeting of August 14, 1961 and Management's Statement of August 14, 1961 attached thereto;

Paragraphs 4, 5 and 6, Minutes of the Special Meeting of August 18, 1961

Paragraph 8, Minutes of the Special Meeting of August 21, 1961;

Paragraph 14, Minutes of the Special Meeting of August 23, 1961;

Paragraph 13, Minutes of the Special Meeting of August 28, 1961.

14. **Temporary Retention Of In-Training Employees When Journeymen/women Are On Layoff**

- (1) During the course of 1961 Negotiations, Management proposed that the following Paragraph be included as Paragraph 22(13) under the Skilled Trades section of the Local Seniority Agreement:

"In-Training employees may be retained for not to exceed one full shift in any work week because of their familiarity with the immediate job assignment, even though Journeymen/women are temporarily laid off".

- (2) In view of the Union's objection, Management withdrew this request, the Union agreeing, however, that if special situations arose, particularly in the Engineering Department, where Management felt the retention of an In-Training employee was necessary when a Journeyman/woman was temporarily laid off, the Union would give these consideration on their individual merits.

Reference: Paragraph 13, Minutes of the Special Meeting of August 23, 1961.

15. **Temporary Transfer From Production to Skilled Trades**

- (1) The Union pointed out, and Management recognized, that the temporary provisions of Paragraphs 22(13) and (14) (presently Paragraphs 7.5 and 7.6) are intended to meet truly temporary conditions and are not intended to modify in any way the rights of Journeymen/women versus In-Training employees. If it should develop that there is, in the Union's opinion, too frequent use of these provisions in either Plant, which has the effect of giving either a Journeyman/woman or an In-Training employee substantially greater work opportunities in his/her Trade when other Journeymen/women or In-Training employees, respectively, remain downgraded in the other Plant, the Union reserves the right to question the application of these provisions. Management agrees that any questions raised will be considered on their merits with a view to preventing or eliminating any overuse or abuse.

Reference: Paragraph 7(5)B, Minutes of the Special Meeting of July 28, 1961.

MISCELLANEOUS

16. **Gloves**

- (1) Management agreed to furnish the Union periodically a revised list showing the operations for which gloves are not provided in order that the Union might have reasonably up-to-date information for reference purposes.

Reference: Paragraph 10, Minutes of the Regular Meeting of March 15, 1962; Paragraph 15, Minutes of the Regular Meeting of April 19, 1962; and Paragraph 7, Minutes of the Regular Meeting of June 7, 1962.

- (2) Management stated that where there is a need for gloves on a given work assignment, and an employee's gloves are worn to the point where they should be replaced, the gloves will be replaced. Any problems which are not resolved may be brought to the attention of the Personnel Department for further investigation and consideration.

Reference: Paragraph 7, Minutes of the Special Meeting of September 26, 1967.

- (3) A pair of clean gloves will be supplied on a daily basis to Department 812 employees assigned to the Classification, H. R. No. O406, Press Operator - Condenser Fins - ACU; and H. R. No. O511, Machine Operator - Miscellaneous (operators on rocket launchers, only) as long as conditions as they exist today remain the same. The present glove storage lockers in Department 872 will also remain under these same conditions.

Reference: Paragraph 6, Minutes of the Special Meeting of September 6, 1970.

17. **Rules Infraction Observed By Other than Employee's Supervisor**

- (1) Management agreed that in a situation where an employee is reprimanded or disciplined by his Foreman for a rule infraction which was observed by another member of Supervision or Plant Protection, the Foreman will, upon request of the employee involved, disclose the identity of the individual who made the initial observation.

Reference: Paragraph 14, Minutes of the Special Meeting of August 26, 1964.

18. **Safety Glasses Replacement**

- (1) Management stated that safety glasses damaged by working conditions, as distinct from those damaged or lost through the employee's own carelessness, will be replaced without charge to the employee.

Reference: Paragraph 13, Minutes of the Special Meeting of May 14, 1958.

19. **Protective Clothing**

- (1) Management stated that it was unwilling to provide protective clothing for production employees as such, but would make protective clothing available to employees assigned to unusually dirty jobs. This would normally involve Maintenance personnel, the "Bull Gang", and possibly other Skilled Tradesmen/women. Further, when an employee is assigned to an unusually dirty job, the protective clothing available in the Maintenance Department Crib will be issued to the employee for the duration of that assignment upon approval of his/her Foreman.

Reference: Paragraph 5, Minutes of the Special Meeting of October 16, 1967.

- (2) While the foregoing is all that is pertinent for inclusion in these Summarizing Minutes, reference may also be made to the following:

Paragraph 19, Minutes of the Special Meeting of December 10, 1973;
Paragraph 7, Minutes of the Special Meeting of January 28, 1974;
Paragraph 5, Minutes of the Special Meeting of October 9, 1970;
Paragraph 5, Minutes of the Special Meeting of May 21, 1958;
Paragraph 7, Minutes of the Special Meeting of September 5, 1964.

20. **Supervisor-Employee Relationships**

Management clarified the general guidelines with respect to Supervisor-Employee relationships, pointing out:

- (1) It is expected that most employees will receive instructions with respect to their specific job assignments directly from their immediate Supervisor, and that the employee's responsibility for compliance with these instructions is to his/her immediate Supervisor.
- (2) It is the responsibility of all members of Management to question any employee engaging in practices or actions which could result in possible injury to the employee or other employees. This is considered typical of an overriding responsibility of all Supervisory personnel in all instances.
- (3) A third situation is one in which the employee's assignment takes him/her to several areas of the Plant and into sections which fall under the responsibility of Supervisors other than his/her own immediate Supervisor. For example, in the case of Truck Drivers, the Driver's immediate Supervisor has the overriding responsibility. However, the implementation of the employee's work assignment may involve receiving directions from a Supervisor in the area which he/she is servicing, in carrying out that assignment.

It should be remembered that every member of Supervision has the responsibility and the authority to question the actions of any employee on Company premises where these actions and the conditions warrant such questioning.

Reference: Paragraph 7, Minutes of the Special Meeting of August 6, 1964; Paragraph 10, Minutes of the Special Meeting of August 2, 1967.

21. **Chairs, Stools**

- (1) Management stated that it was the general policy that chairs and stools be furnished where reasonably practical and that the Union was welcome to bring to its attention any specific situation where they feel that seats are not reasonably provided.

Reference: Paragraph 9, Minutes of the Special Meeting of May 14, 1958.

22. Subject to corrections of errors found, the parties recognize the foregoing brings into the Minutes summarizing the 2011 Negotiations those Paragraphs from Minutes of current and prior Negotiations Meetings which the parties agreed should be included herein, and are approved this 13th day of February 2012.