

# **2019 LOCAL AGREEMENT**

**Between**

**UAW Local 774**



**And**

**General Motors  
Tonawanda Engine Plant**

**Tonawanda New York  
March 9, 2023**

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## **Sisters and Brothers of UAW Local 774**

You are a member of the UAW Local 774. As a member of the Local Union, you are entitled to certain rights and benefits which flow from Agreements between your International Union and General Motors LLC, as well as those agreements negotiated locally by your Local Union Bargaining Committee and Management at General Motors Tonawanda.

In 1937 the first contract, a one-page document, was signed by the Union and General Motors Corporation. From that first Agreement to the present National and Local Agreements your rights and benefits have increased tremendously.

An informed membership is the most valuable asset for the successful operation of a Local Union. This booklet contains the information our members need to conduct themselves intelligently and successfully while working at Tonawanda.

Article 41 of our International Constitution reads as follows:

### **“Duties of Local Union Members”**

- Section 1. It shall be the duty of each member to conscientiously seek to understand and exemplify by practice the intent and purpose of her/his obligation as a member of this International Union.
- Section 2. It shall be the duty of each member to render aid and assistance to brother or sister members in cases of illness, death or distress, and in every way, acquit her/himself as a loyal and devoted member of the International Union.
- Section 3. It shall be the duty of each member to participate in all local, state, provincial and federal elections through registration and balloting.

STUDY YOUR NATIONAL AND LOCAL AGREEMENTS. "IN KNOWLEDGE THERE IS POWER" United as one we are far more powerful in carrying out our duties than we would be as individuals. Remember that in fact, unionism is not for you and me, it is for we, the membership. **YOU ARE THE UNION!** ATTEND YOUR MEMBERSHIP MEETINGS! MEMBERSHIP MEETINGS ARE HELD THE 3<sup>RD</sup> SUNDAY OF THE MONTH AT 10:00AM. REGISTER AND VOTE IN ALL UNION, LOCAL, STATE AND NATIONAL ELECTIONS!

### **YOU ARE THE UNION!**

Finally, if the situation arises requiring information or guidance not contained in these pages, contact your Committeeperson or Local Union Office, UAW Local 774, 2939 Niagara Street, Buffalo New York, 14207. Local phone number 716-873-4715 and Work Center 716-879-5507.

### **WHEN YOU ARE ABSENT**

Absences from work, even when they are legitimate absences, can result in severe penalties if you don't protect yourself. If you are absent, call. Do this the very first day of your absence. When you report your absence, or in case of an emergency call, don't hang up the phone until you are given a call-in number from the GM Call-in Line @ 1-800-222-8889. **WRITE DOWN THAT NUMBER!** It is your proof that you have properly notified Management of your absence.

### **WHEN YOU ARE SICK**

You cannot draw your sick benefits unless you have properly filled out sick leave forms issued by the National Benefit Center. To contact the National Benefit Center, call 1-800-489-4646. You should fill out your part of the forms and then have your doctor complete them. Send the completed forms back

to the company as quickly as possible to avoid possible Doc 8 violations.

## **CHANGE OF ADDRESS**

Whenever you move be sure to change your address in Socrates under the My Services Tab, Manage My Information, and then Home and Mailing Address. Please be sure to also change your address at the union hall. Having the wrong address on your papers can mean the loss of your job in times of layoffs and recalls. It is your responsibility to make sure your address and phone number is correct.

## **SETTLEMENT AGREEMENT**

This Agreement entered this 2<sup>nd</sup> day of March 2023 between General Motors LLC Tonawanda Engine Plant and UAW Local 774, United Automobile, Aerospace and Agricultural Implement Workers of America.

In a series of meetings, the Parties have reached certain agreements and have resolved other issues which were the subject of negotiations between the parties. In this regard the attached provisions shall constitute a complete settlement of all local matters discussed in connection with these special negotiations. The resolution of all matters subject to these negotiations is based upon current conditions and circumstances.

This agreement is subject to written notice of ratification to management by the local union no later than March 17<sup>th</sup> 2023.

This agreement will be effective as provided herein upon approval of General Motors LLC and the International Union, UAW, and will continue and remain in effect through the term of the 2019 National Agreement .

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

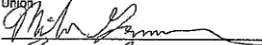
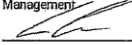
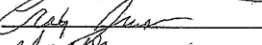

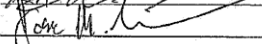

**Representing Local 774, UAW**

Local 774  
United Automobile, Aerospace,  
and Agricultural Implement  
Workers of America

Tonawanda Engine Plant GMPT  
General Motors North American  
Operation

M. Grimmer  
K. Wittcop  
G. Gambino  
J. Gonzalez  
C. Jensen

C. Cipoletti

Union	Management
	
	
	
	
	

We would like to recognize the other Union members who served as Elected Officials throughout the process for their hard work and involvement in the negotiating of this agreement.

M. Wheeler	A. Hilton	R. Pardee
W. Valentin III	C. Calabrese	E. Weiser

# ***SUPPORT YOUR UNION***

## **UAW 774 District Information**

### **UAW Local 774 Shop Chairperson**



**Michael Grimmer**

Michael.Grimmer@gm.com

### **District 1 – 1<sup>st</sup> Shift**



**Kim Wittcop**

Kim.wittcopjr@gm.com



**Heather Bielak**

Heather.m.edwards@gm.com

### **District 7 – 3<sup>rd</sup> Shift**



**Nicholas Ciraolo**

Nicholas.Ciraolo@gm.com



**Joseph Volpe**

Joseph.1.volpe@gm.com

### **District 4 – 2<sup>nd</sup> Shift**



**Dustin Rose**

Dustin.w.Rose@gm.com



**Carlos Gonzalez-Rios**

Carlos.1.gonzalez-rios@gm.com

### **District 3 – Trades (all shifts)**



**Craig Jensen**

Kim.wittcopjr@gm.com



**Joseph Shea**

Joseph.a.shae@gm.com



## **ELECTED REPRESENTATIVES BARGAINING COMMITTEE**

### **SHOP COMMITTEE**

M. Grimmer	Chairperson
C. Jensen	Committeeperson
K. Wittcop Jr.	Committeeperson
D. Rose	Committeeperson
N. Ciraolo	Committeeperson

### **ALTERNATE COMMITTEEPERSONS**

J. Shea	Alternate Committeeperson
H. Bielak	Alternate Committeeperson
C. Gonzalez-Rios	Alternate Committeeperson
J. Volpe	Alternate Committeeperson

### **BENEFITS REPRESENTATIVES**

T. McInnis  
J. Colon Jr.

### **SAFETY REPRESENTATIVES**

T. Carberry

### **EXECUTIVE BOARD MEMBERS**

T. Maldonado	President
D. Seefeldt	1 <sup>st</sup> Vice President
E. Perfitt	2 <sup>nd</sup> Vice President
S. McKernan	Recording Secretary
J. Orsini	Financial Secretary
H. Grimmer	Trustee
J. Lohouse	Trustee
L. Burrough	Trustee
G. Ritz	Sgt. at Arms
L. Boltz	Guide
R. Flynn	Retirees' Member

**FIRE & MEDICAL EMERGENCIES**  
**CALL EXT. 5555**

REPORTING A FIRE OR OTHER EMERGENCY - remain calm - stay on the phone until all questions are answered. Try to give an accurate and complete description of the nature of the emergency and its location.

IN CASE OF FIRE - call the emergency number Ext. 5555, then use the correct extinguisher. Do not use water on electrical fires. Remember to pull the pin on water and CO2 extinguishers; lift the (black) handle on dry chemical extinguishers. If a fire hose is used, it must be unreeled completely before opening the water valve.

Used or otherwise impaired emergency equipment, such as firefighting equipment, is to be reported to Ext. 5272 or 5151, or any Security Officer, as it is discovered.

**FAMILY RELATED EMERGENCY**  
**PHONE CALL PROCEDURE CALL**  
**716-879-5272**

The caller should provide plant security with the following such as: employee's full name, GMIN, plant number, department number, supervisor's name, phone extension and message to be given to the employee.

**ABSENTEE CONTROL INFORMATION**  
**CALL 1-800-222-8889**

Be sure to let your supervisor know, in advance, when you expect to be away from work. When absence is unexpected, employees must call to report their daily absences to the Absentee Control Center at 1-800-222-8889, at least 30 minutes prior to their scheduled start of shift time.

**FMLA CALL IN INFORMATION GM CALL IN 1-800-  
222-8889 SEDGWICK CALL IN 1-800-489-4646**

All employees MUST call -in their non-preapproved absence – for whatever reason - to the GM 1-800-222-8889 Absentee Notification number at least 30 minutes prior to their scheduled shift start time. If the employee's absence is for the purpose of invoking their FMLA leave (Option 8), you must remain on the line as you will automatically be transferred to Sedgwick after entering your FMLA information.

**RETURN TO WORK PROCEDURE (RTW)  
(Specific To Employees on Leave)**

The intent of this procedure is to ensure timely activation of an employee's return to work status in the People Soft, Time & Attendance and the Card Access systems.

All employees returning from a leave should report to Labor Relations first in order to obtain a return-to-work slip and  
then proceed to the Medical Department for RTW  
approval. OFFICE HOURS: 7:00 AM – 4:00 PM

Employees who apply for medical leave using the approved disability process, must clear medical prior to returning to work.

1st shift employees are required to report to Labor Relations at least one (1) working day prior to the start of 1st shift.

2nd shift employees are required to report to Labor Relations at least one (1) hour before the start of 2nd shift to have ample time to be medically cleared and then be available to report to their job assignment in a timely manner.

3rd shift employees are required to report to Labor Relations at least one (1) working day prior to the start of their shift or

between the hours of 7:00 AM - 4:00 PM. \* Example: For a 3<sup>rd</sup> shift employee to clear medical for a 1<sup>st</sup> Day of the week start, (Sunday Night), the employee is required to clear medical by the previous Friday, between the hours of 7 am and 4 pm.

Any issues with the above process must be brought to the attention of Labor Relations.

\*Any employee who reports to either Labor Relations or the Medical Department **after** the start of their respective shift may be in violation of Shop Rule 9 (Reporting late for work).

### **PLANT PHONE NUMBERS**

Union Work Center	Plant 1	716-879-5507
Union Benefit Office	Plant 1	716-879-5465

UAW Safety Office	Plant 1	716-879-5228
Safety Department	Plant 1	716-879-5279
Communications/ Suggestions		716-879- 5071
Work / Family Assistance Program		716-879-5516

Technical Training	716-861-4896
Hrly Employment /LR Department	716-879-5628

UNION HALL - LOCAL 774  
2939 NIAGARA STREET  
BUFFALO, NY 14207  
(716) 873-4715 or 1-800-804-4099  
fax (716) 873-8341

OFFICE HOURS: 8:00 AM - 4:00 PM M – F

The Buffalo Telephone Directory has additional pertinent numbers listed.

### **IMPORTANT TOLL FREE (1-800) PHONE NUMBERS**

Attendance Procedure (GM-UAW)	1-800-222-8889
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Employee Benefits:

Sub Benefits	1-800-489-4646
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Health Care	1-800-489-4646
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Pension/Retirement	1-800-489-4646
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Savings Plan - PSP/SSPP	1-800-489-4646
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Disability Claims/Workers Compensation Claims	1-800-489-4646
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Life Insurance	1-800-489-4646
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Employment & Wage Verification	1-800-489-4646
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Vehicle Purchase	1-800-235-4646
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Hourly Payroll Information	1-866-245-5957
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## **WORKERS'COMPENSATION**

Employees sustaining any type of work-related injury should be referred to the Plant Medical Department for proper treatment and documentation.

All work-related injuries must be reported immediately. If an employee has complaints related to slips or falls, strains, contusions, etc. and has not reported this to the Medical Department, it is a requirement to report immediately to medical. This approach is a means of reducing additional potential injuries, keeping control of the claims in the plant, reducing outside medical expenses, and eliminating unfounded claims or the distortion and magnification of such claims at a later date.

## **VACATION APPLICATION**

GM - UAW 2019 National Agreement paragraph (202a) During the first full week of February each year, the local Management will notify the Shop Committee of its decision to schedule one (1) Plant Vacation Shutdown Week. For locations not in launch, where a Plant Vacation Shutdown Week is to be scheduled, such week will be scheduled during the week containing the

July 4th holiday. Plants that have an identified launch may schedule up to two (2) Plant Vacation Shutdown Week(s). Management will identify the specific week(s) such shutdown(s) will occur. For locations in launch, Plant Management may schedule the Plant Vacation Shutdown Week(s) to take place any time during April through November, or, with the local union's agreement, during other week(s) more advantageous to plant operations. The National Parties may also approve certain week(s) that are beneficial to both employees and business needs (e.g. product launches, holiday periods, etc.)

(202b) During the first full week of February each year, the local Management will notify the Shop Committee which productive operations, if any, will be scheduled to operate during the Plant Vacation Shutdown Week(s). In addition, Management will provide the Local Shop Committee a detailed review of work to be performed during the launch shutdown week(s). Unforeseen circumstances may require subsequent changes in these announced schedules and will be reviewed with the Shop Committee as soon as is practicable.

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

**JANUARY, FEBRUARY AND MARCH:**

Employees who request vacation in the months of January, February, and March of any given year, will be awarded time off based on first asked, first given, up to the contractual allotment of absenteeism. This vacation approved may only be granted less the vacation time required to be used to cover for summer shutdown.

Local 774  
United Automobile, Aerospace,  
and Agricultural Implement  
Workers of America

Tonawanda Engine Plant GMPT  
General Motors North American  
Operation

**TONAWANDA PLANT'S**  
**MEMORANDUM of AGREEMENT**

Entered into this March 2, 2023 between the General Motors Powertrain, Tonawanda Engine Plant, General Motors North American Operations, and the United Automobile, Aerospace, and Agricultural Implement Workers of America Local Number 774.

The GMPT Tonawanda Plant has a long history of producing high quality engines. The employees at this facility have faced numerous challenges and have developed a deep sense of pride and accomplishment in the improvements that have been made here. It is with this spirit that we take this opportunity to address the challenges of the 2019 Local Agreement discussions through this,

**“The Tonawanda Engine Plant Joint Local Leadership Operating Philosophy”.**

Our goal is to *safely* build the highest *quality* engines at the *lowest price* to exceed our customer expectations. It is recognized that our facility must establish a culture driven by the beliefs and values that fully adopts Global Manufacturing Strategies (GMS). Failure to meet these challenges will jeopardize our ability to ensure the continued standard of living to which our employees, shareholders and suppliers have become accustomed.

The Local Joint Leadership, as well as the National Parties, agree to take immediate action using a single approach to support manufacturing by utilizing the strategies of Global Manufacturing Strategies (GMS). This will better enable us to build upon the full potential of our human resources and strengthen our support to members and employees in our facility. A single focus on GMS will provide clear leadership direction toward our mutual goal of fostering organizational success, which in turn will ensure job security and growth.



The Local Joint Leadership recognizes that no agreement can meet all the requirements of an ever-changing competitive environment. To meet these needs, the parties agreed in principle that an on-going problem-solving approach is necessary. This problem-solving process commits our organization to jointly achieve mutually established goals and objectives.

It is understood that the Local Seniority Agreement, the Local Shift Preference Agreement, the Local Wage Agreement, and the Local Third Shift Agreement will be placed in effect in accordance with its terms, subject to approval by the GMPT, the Corporation and the International Union, upon notice of ratification to local management.

This Agreement is subject to written notice of ratification to Management by the Local Union no later than March 17, 2023. After written notice of ratification is received from the Local Union, this Agreement will be effective as provided herein and shall continue in effect, unless either party provides the notice of Intent to Terminate as set forth in the paragraph below.

We agree that either party may terminate this Operating Philosophy provided either party notifies the other, in writing, at least (60) sixty days prior to their intent to terminate.

In witness whereof, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this date, March 2, 2023.

Local 774  
United Automobile, Aerospace,  
and Agricultural Implement  
Workers of America

Tonawanda Engine Plant GMPT  
General Motors North American  
Operation

# MEMORANDUM OF UNDERSTANDING

## GENERAL MOTORS GLOBAL MANUFACTURING SYSTEM (GMS) IMPLEMENTATION

During these 2019 negotiations the parties discussed and recognize that the shared goal of being the biggest and best producer of propulsion systems in the world hinges on our ability to be the benchmark in the areas of Safety, People, Quality, Responsiveness, Cost and Environment. The engagement of all employees (Salary, Contract, Engineering, Skilled trades, Production, GSC and 3<sup>rd</sup> Party) in value added assignments operating under the Global Manufacturing System is the agreed upon strategy to achieve our objective. The parties reaffirmed in the 2019 Local Negotiations to work collectively through the UAW-GM Local Leadership Council to continue the effective implementation and execution of the entire Global Manufacturing System in a manner that is effective and beneficial to the site and its UAW represented employees.

**GM POWERTRAIN  
GENERAL MOTORS NORTH AMERICA OPERATION  
TONAWANDA ENGINE PLANT**

**LOCAL SENIORITY AGREEMENT**

In accordance with the seniority provisions of the National Agreement between the General Motors North American Operation and the International Union, UAW, this agreement becomes the Local Seniority Agreement between GMPT, General Motors North American Operation Tonawanda Engine Plant, and the United Automobile, Aerospace and Agricultural Implement Workers of America, Local No. 774.

The term "Manufacturing Employee" replaces "Quality Manufacturing Associate"(QMA).

**I. ACQUIRING SENIORITY:**

- A. Employees may acquire seniority under provisions of the National Agreement. Their names at hire will then be placed on the seniority list in order of plant seniority. The Skilled Trade seniority list will be by Skilled Trade seniority date or date of entry within the trade.
- B. When employees have the same Plant seniority date, and the same Company seniority date, alphabetizing from A to Z of the names, last name at hire first, shall set the order of seniority.
- C. **FOR SKILLED TRADES ONLY:** When employees have the same Plant Skilled Trades seniority date, the same Plant seniority date, the same Company Skilled Trades seniority date, and the same Company seniority date, Company seniority date shall set the order of seniority before application of Paragraph B.
- D. Employees whose seniority dates have been established by application of Appendix A of the National Agreement will be placed on the seniority list accordingly.

## **II. PERMANENT LAYOFF, REDUCTION AND RECALL:**

In the event of a permanent layoff and/or a permanent reduction in any occupational group, the following procedures will apply.

**A.** Tonawanda Engine shall be considered as one unit for the purpose of permanent layoff. With the exception of those employees whose employment status is governed by the National Agreement, employees will be laid off in line with their seniority date and will be rehired in line with their seniority, providing they can perform the jobs/work that becomes available. As such, Management will determine the number of employees to be laid off on a plant wide basis to establish the seniority date of the oldest employee to be laid off. Temporary employees and employees with seniority less than the cutoff date will be laid off. Each Non-Interchangeable group shall be considered as a separate group.

The reduction of the occupational groups will occur in the following sequence:

- 1.** Employees in each Non-Interchangeable occupational group within their respective department will be transferred, lesser seniority first, to the corresponding non-Interchangeable occupational group in another department within the family, seniority permitting, provided they can perform the work.

In the event of a permanent reduction in force, a Permanent Team Leader will flow into a Team Member, seniority permitting.

- a.** Employees with insufficient seniority to be placed in accordance with II A 1 above, will, seniority permitting, displace the youngest seniority employee from an Interchangeable occupational group within their respective department, then family.

2. Employees transferred from one occupational group to another because of a permanent reduction in force, will carry their seniority to the department, division, and classification to which assigned, effective the date of the transfer.
  - a. When an employee is permanently reduced from an occupational group in which they had established seniority, they will retain first recall rights back to that occupational group within that family group in seniority order, for a period of six (6) months. **(Note: Employee has the right of refusal).**
3. On a permanent layoff the youngest seniority Manufacturing employee will be laid off as soon as possible, but in no event will employees, with the exception of those assigned to machine floor operations, be retained out of line of seniority longer than thirty (30) calendar days for break-in purposes. Employees assigned to Assembly operations may be retained out of line of seniority for a period not to exceed fourteen (14) calendar days. The above time periods may be extended by mutual agreement between the parties.
4. On all scheduled permanent lay offs in Skilled Trades the youngest seniority Skilled Trades employee will be laid off as soon as possible, unless mutually agreed upon to follow the ISL language. In that event, volunteers will be solicited to take the lay-off in the affected trades in the affected area. If enough volunteers cannot be found, then volunteers will be solicited from the remaining affected trades persons from those areas not affected by the lay-off on the affected shift first. If enough volunteers can't be found Management will lay-off the lowest seniority skilled trade persons in the affected trades across shifts.

- a.** The administration of this permanent layoff language requires the prior knowledge of the need to eliminate at least one week from the build schedule.

**B.** For the purposes of this agreement the terminology "Family Groups" in Manufacturing areas are identified as follows:

- All Assembly Lines
- All Blocks
- GSC
- All Crankshafts
- All Heads
- Tooling Services (excl. Skilled Trades - Cuttergrind) Core Team (excl. Skilled Trades)
- Quality (Excluding Skilled Trades)

It is understood that where a new product line or when a significant change occurs, a special meeting of Management and the Shop Committee will be held to determine the "grouping" of the machining and assembly operations.

**C.** Journeymen/women Skilled Trades Employees will not be offered work in Other Than Skilled classifications unless they have made written application in the Employee Relations Office prior to or within one (1) year of their layoff. Applicants will displace lesser seniority employees in a departmental group within thirty (30) days after such application is made. Those who make application beyond one (1) year of layoff will be placed in the next available opening, seniority permitting. Journeymen/women Skilled Trades Employees working as Manufacturing employee will return to Skilled Trades work as the work becomes available.

**D.** If work is available to a laid off employee, the employee shall not be granted the right of refusal. As soon as permanent work is available, employees are subject to Paragraph 64 of the National Agreement.

### **III. TEMPORARY LAYOFF, REDUCTION & RECALL:**

#### **Production Temporary Layoff Procedure:**

Temporary layoffs are defined as follows:

1. For model change, plant rearrangement, or business condition need.
2. For shortages of material, breakdown of machinery or equipment, or any other condition known at the time to be temporary, not exceeding thirty-(30) calendar days, unless extended by local parties' agreement.
3. Employees will be subject to temporary layoff provisions by Department, Classification, Seniority, and Shift. The affected shift will rotate each layoff and/or after each subsequent week of the event in a cadence that is followed.
  - a. In instances where employees from the shift being placed on Temporary Layoff need to be moved to the remaining shift(s) to reach required on roll (ROR) employment levels. Seniority will be used to determine who will be required to work and what shift they will be placed on.
4. If management determines there to be a need to deviate from the standard rotation cadence the shift(s) will be collapsed by department, classification, and seniority to run the designated shift(s).

**Point of Mutual Understanding** – For all periods of temporary layoff as described above, seniority will be the determining factor of who will be required to work. Employees will be offered to work in order, beginning with the highest

plant seniority employee and in the absence of sufficient volunteers, employees will be forced to work in order from the lowest seniority.

### **Production Short Work Week Procedure**

1. People will be sent home during the shift that the SWW event begins (remainder of the shift) as their job assignments are shut down. If job assignments are combined during this time, high seniority among the jobs combined will have the option to either work or take the SWW. Low seniority of the combined job assignments will either be forced to work or sent home in seniority order.
2. Anyone whose job assignment remains running during the day the SWW period begins, has the right to work their assigned job. In the event that volunteers want to remain at work when their jobs are shut down, they will be offered by seniority to work on the jobs that remain running, if the people on those jobs that remain running choose to volunteer for the SWW. Seniority will be utilized when there are multiple volunteers of people that want to be placed on SWW if their jobs are running during SWW.
3. If after the initial SWW period begins, additional people need to be placed on SWW during the day, the above process outlined in steps 1 and 2 will be utilized again to determine who will be working that day.
4. If the SWW event lasts longer than the initial shift and continues into the remainder of the pay period, seniority will be utilized to determine who will staff the jobs that will be operating at the beginning of the next day. High seniority employees will have the option to work the jobs that will be running, and the lowest seniority employees will be forced if there are insufficient volunteers.
5. If additional manpower is required to return to work after the beginning of the SWW event, people will be returned



in seniority from the affected shift. High seniority will be offered the work, and low seniority will be forced to return to work in the event of no volunteers.

6. In the event that employees are required to work overtime during the SWW period, employees that remain at work during this SWW period will be offered/required to work. Employees will be charged in accordance with our Local Paragraph 71 language where applicable.

### **Skilled Trades Temporary Layoff Procedure:**

- A. The employee's Plant Skilled Trades seniority date, rather than the employee's plant-wide seniority date, will be used in determining the order of layoff.

- B. Permanent Layoffs will follow the provisions of the 2015 GM/UAW National Agreement.

Temporary Skilled Trades layoffs will utilize the following process:

- 1) Canvas using an ISL for the affected shift in the affected Business Team.
- 2) If there are not enough volunteers, the next step is to canvas the other Business Teams using an ISL on the affected shift.
- 3) If there are still not enough volunteers, the remaining employees from the affected shift and affected Business Team would be placed on temporary layoff.

The ISL is only offered to the affected shift. Management does not agree to cross shifts on a temporary layoff.

- C. Events that would require the administration of this language would include conditions out of the control of local Management such as break down of machinery and equipment, acts of God that would prevent the normal

operating conditions of the plant and other conditions of this nature that at the time would be known to be temporary.

- D. In all cases it is advisable to offer an Inverse Seniority Lay-Off first.
- E. The above paragraphs will not be cited as the basis of a back pay claim by any employee.

### **Skilled Trades Temporary Inverse Seniority Layoff Procedure**

- A. An ISL will be offered by Trade and Shift, on a voluntary basis. The Tool Room, Truck Repair, Cuttergrind, Machine Shop and Metrology will be treated separately from the floor.
- B. All Inverse Seniority Layoffs (ISLs) will be offered first (1<sup>st</sup>) to the highest seniority employees within the Business Team on the affected shift.
- C. If additional volunteers for the ISL are required, the offer will be made to the highest seniority employee(s) throughout the plants.
- D. After all volunteers for the ISLs have been accommodated, all remaining layoffs will be treated as permanent layoffs as per the Local Agreement.
- E. Employees will be informed of their anticipated date of return before being laid off.
- F. Employees on ISL may be recalled early, lowest seniority person first.
- G. Employees on ISL will be re-canvassed, if layoff is to be extended.
- H. Overtime hours for anyone on ISL will be charged as refusal.

- I. The employee must make a written application before being considered for an ISL
- J. Any employee on the ISL list, the Friday prior to the layoff notification, will be laid off.
- K. All ISL and permanent layoffs will be subject to the GM UAW National Agreement Paragraph 183d.

#### **IV. TRANSFERS:**

- A. When an employee is transferred from one occupational group to another for any reason, there shall be no loss of seniority. However, in cases of transfers not exceeding thirty (30) days, whereas the employee has not established thirty (30) days seniority in that occupational group, that employee will retain their seniority in the occupational group from which they were transferred and not in the new group.
- B. When a permanent reduction in one department is accompanied by a simultaneous increase in another department within the Family Group, the staffing of the department in need of employee's manpower will normally be from the group of employees affected by the reduction, in line with seniority, provided they are capable of performing the work. If the number of jobs available exceed the number of volunteers, the Permanent Layoff Provisions will be utilized to determine the employees to be transferred.
- C. In accordance with Paragraph 63b of the National Agreement, any employee with seniority who desires transfer to any other equal or lower-rated classification in any of the departmental occupational

groups, may make written application for such job/work as provided below:

1. Employees who have made proper application for such job/work in accordance with Paragraph (C) above will be considered for transfer over new hires and employees with lesser seniority. Employees will be permitted to have a maximum of three (3)

requests on file at any time. Applications must be filed in the Labor Relations Office at least one (1) calendar week prior to filling the vacancy, and each applicant will be given a copy of their application(s).

2. When an applicant under Local Paragraphs (C) and (C1) above becomes eligible, the employee will be transferred provided that there is a job opening. The employee's remaining application(s) will be automatically cancelled, and the employee will not be allowed to apply again for a six-(6) month period. Employees reduced on an other than voluntary basis, within this six-(6) month period may reapply in accordance with Paragraphs (C) and (C1) above.

It is understood that Management is not required to make such transfers until replacements are available, and that the continued efficiency of operations will not be impaired.

3. An employee that accepts a 63(a)(2) promotion will have all other Paragraph 63 applications cancelled in their entirety. An employee that refuses 63(a)(2) promotion will have applications for that classification cancelled. Furthermore, the employee will not be entitled to re-apply for any designated departments in that classification for a period of six (6) months from the date of such refusal under these provisions.
4. Paragraph 63a and 63b applications must be revalidated by the employee every February and August to remain active.

5. It is understood that Management, in any one (1) month, will not be obligated to transfer more than five (5) percent of the population from an individual department (Other Than Skilled and Skilled) and the continued efficiency of operations will not be impaired. This total five (5) percent can include a portion of the temporary workforce (excluding Summer Temporary help). Further, Management and the Shop Committee may mutually agree to utilize Document 70 of the 2015 GM/UAW National Agreement.
6. It is understood that all movement communications (“Move Letters”) must be distributed before the start of Day 4 (Thursday) lunch on the affected employees shift.
  - a. PRIMARY OPENINGS: Any open positions that Labor Relations is aware of will be posted Thursday during 3<sup>rd</sup> shift and will remain up through Monday 2<sup>nd</sup> shift. Candidates must have applied to the job posting via a job posting form or will not be accepted as an applicant. Job posting application must be received in Labor Relations no later than the expiration date and time of the job posting. Once application has been made, there is no cancellation option or right of refusal.
  - b. SECONDARY OPENINGS: When a reduction in one department is accompanied by a simultaneous increase in another department in the same family, the staffing of the department in need of manpower will be from the group of employees affected by the reduction, in line with seniority, provided they are capable of performing the work. If there are no simultaneous reductions, the 63 a/b process will be used to backfill the secondary opening. If there are no 63 a/b applicants, position will be filled with a temporary employee or new hire.
  - c. Should any changes occur due to unforeseen circumstances to the openings after an initial Move

Letter Draft is made, additional openings will be treated as a Secondary Opening.

### **SKILLED TRADES:**

- A.** If it becomes necessary to transfer journeymen/women from one Skilled Trade to another, and the transferred employee is a qualified journeyman/woman in the Skilled Trade to which the employee is transferred in accordance with the National Agreement, such employees shall establish a date of entry in the new trade on the first day of such a transfer, and shall retain and accumulate seniority in the Trade from which the employee was transferred in addition to the new Trade.

- 1) This document under no circumstance negates any contractual rights.
- 2) Skilled Trades Departmental Transfer Request (Transfer Request from hereafter). Assignments within the Machine Floor and Assembly are made by Business Team, not product area (i.e. Gen V,; NOT block, head, crank, assembly etc.).

42A7	WFG Shop - Plant 1	5802	Met. Lab
42B9	Tool Room / Machine Shop		
42G5	Gen V - Machine Floor and Assembly	4802	Cutter Grind

- 3) When a Transfer Request is honored, all other Transfer Requests for that Employee will be cancelled seven (7) days after the move.
- 4) Employees will be contacted by Management prior to the implementation of any moves.
- 5) Employees will have a 24-hour decision period after a move offer is made.
- 6) Employees will be able to decline up until the expiration of decision time.
- 7) Employees accepting a move offer will be moved accordingly.
- 8) Employees declining a move will not be able to reapply to that Business Team for a period of sixty (60) days.
- 9) Employees will be limited to five (5) Transfer Requests at any one time.
- 10) The Transfer Request list will be frozen at 0800 (8:00AM) on the Monday immediately preceding the move date.
  - 11) Transfer Request list will be maintained by Labor Relations and available from both Labor and the Union.
- 12) All Transfer Requests must be revalidated through Labor Relations beginning January 1 and ending January 31.
- 13) All Transfer Requests will be signed by Labor Rep and Employee with a copy provided to the Union.
- 14) All openings will be filled by seniority basis within the guidelines of the National and Local Agreements.
- 15) Employees on required Military training, drills, summer camps or cruises will be moved unless Labor is notified by Transfer Request in advance.
- 16) Employees on Sick leave, Medical leave, Personal leave of absence or Workman's Compensation leave will be bypassed.

- 17) Employees reduced will be placed in available openings in line with their seniority.
- 18) Employees reduced from their shift will be placed on a remaining shift of choice seniority permitting.
- 19) New job openings created on any shift will be solicited (posted for 3 days) and filled by seniority. Backfill openings will be filled by Transfer Request list and seniority.
- 20) All VOLUNTARY shift changes will require the use of a shift preference.
- 21) No lateral bumps allowed. (Bumping within the same shift)

## VI. SENIORITY GROUPS:

Non-Interchangeable and Interchangeable Occupational Groups shall be established as follows:

### Division I: Manufacturing Employees - GSC

Non-Interchangeable Groups:

Leader - Material Expeditor (309L) - In the event of 309L reduction, flow to previous GSC classification seniority permitting, if not flow to 190, seniority permitting.

GSC Team Member (302)

Driver-Licensed Truck & Passenger Car (Semi Truck Driver - Inside and Outside) (602)

Interchangeable Group:

In the event of 602 reduction, flow to 302 seniority permitting, if not, flow to 190, seniority permitting.

In the event of reduction, the following classifications flow to classification 190, seniority permitting



GSC Team Member (302)  
Quality Auditor (206)  
Technician Mfg Systems All (198)  
Core Team Members (198L) (excl. Skilled Trades)  
Tooling Services (180)  
Oiler Mach Equipement (515)

## Division II – Skilled Trades

Seniority in Division II shall be by Non-Interchangeable occupational groups as hereinafter provided.

- Non-Interchangeable Groups:
- Electrician
- Machine Repair Machinist / Portable Power Tool
- Millwright/Carpenter/Painter Glazier/ (includes welding)
- Pipefitter
- Toolmaker/Cuttergrind - (Quality Auditor Tool, Die & Fixture, Instrument Repair)
- Truck Repair - Gas, Electric & Diesel
- Sheet Metal
- Core Team Members (excl. Production)

For layoff and recall purposes, Journeymen/women/JITS, JIT, and Apprentices will be considered to be in separate Non-Interchangeable occupation groups within their respective trade.

For layoff and recall purposes, Maintenance Team Leaders in these groups and Skilled Trades Team Members shall be considered to be in the same Non-Interchangeable groups within their respective trade.

Management will provide seniority lists for a quarterly posting at mutually agreed upon locations.

In witness whereof the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this March 2, 2023.

This Agreement supersedes the Local Seniority Agreement dated August 15, 2017 and is subject to written notice of ratification by the Local Union. 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 GM Powertrain, General Motors North America, and the International Union, UAW.

Local 774  
United Automobile, Aerospace,  
and Agricultural Implement  
Workers of America

Tonawanda Engine Plant GMPT  
General Motors North American  
Operation

**GM POWERTRAIN  
GENERAL MOTORS NORTH AMERICAN  
OPERATIONS  
TONAWANDA ENGINE PLANT**

**LOCAL THIRD SHIFT AGREEMENT**

This Third Shift Agreement entered into between General Motors North American Operation, Tonawanda Engine Plant hereinafter referred to as Management, and the Shop Committee of Local #774, UAW, hereinafter referred to as the Committee.

The purpose of this Agreement is to define “the working week” for all third shift employees and accordingly the rules for computing overtime premium pay for those employees regularly assigned to third shift operations, except those employees working on necessary continuous seven-day operations.

Employees will be compensated on the basis of the calendar day on which their shift starts working, for the regular working hours of that shift. The employee’s working week shall be a calendar week beginning on Sunday at the regular starting time of the shift to which the employee is assigned.

The paragraph of the "Working Hours" Section of the current National Agreement between General Motors Corporation and the UAW shall apply for these employees, except as provided below:

For third shift employees, Day 1 hours worked will not constitute double time pay.

This Agreement supersedes the Third Shift Agreement dated 15<sup>th</sup> of August, 2017 and is subject to written notice of ratification by the Union to be given to the Local Management not later than March 17, 2023. 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 GM Powertrain, General Motors North America, and the International Union, UAW.

In witness whereof the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this March 2, 2023.

Local 774  
United Automobile, Aerospace,  
and Agricultural Implement  
Workers of America

Tonawanda Engine Plant GMPT  
General Motors North American  
Operation

**GM POWERTRAIN  
GENERAL MOTORS NORTH AMERICAN  
OPERATIONS  
TONAWANDA ENGINE PLANT**

**LOCAL SHIFT PREFERENCE AGREEMENT –  
PRODUCTION**

The following provisions are not to conflict in any way with the principle stated in Paragraph 75 of the National Agreement that any Agreement pertaining to shift preference must have sufficient flexibility to give full protection to efficiency of operations under all circumstances and conditions as per Document No. 70 of the 2019 GM-UAW National Agreement. The purpose of this Agreement is to establish a procedure whereby employees may be transferred to a shift of their preference in line with their seniority.

For the purpose of this Local Shift Preference Agreement, the terminology “Family Groups” are identified as follows:

- |                                    |                          |
|------------------------------------|--------------------------|
| • All Assembly Lines               | • All Crankshafts        |
| • All Blocks                       | • All Heads              |
| • Quality (Excluding Skilled)      | • GSC                    |
| • Core Team (excl. Skilled Trades) | • Tool Services          |
| •                                  | (excluding Cutter Grind) |

It is understood that where a significant change occurs in an existing product line or a new product line is produced, a special meeting of Management and the Shop Committee will be held to determine the “grouping” of assembly and machine floor operations.

1. Employees with a minimum of six (6) month’s seniority may make application in writing to their Group Leader at

any time, on forms supplied by Management, for transfer to the shift of their choice.

2. Shift transfers resulting from the above applications which are received by 8 am of the Friday that the Movement Committee commences will be made not later than the second Monday, following the date on which the application becomes valid. Applications will become valid upon submission if a transfer is immediately available or upon such date as a transfer may become available. Shift transfers are therefore normally effective on Mondays, and unless unusual or emergency situations arise, will be completed two times per month. Employees involved in transfers pursuant to the provisions of this Agreement will be so notified no later than the Thursday preceding the transfer, where such notice can practicably be given.
3. Shift transfers will be made in line with the seniority of applicants, between employees on the same job/work and in the same family group in which they are working as defined above. By "same job/work" is meant any job/work in the same family group, and in the same job/work classification. It is understood that the employees interchanging must be capable of satisfactorily performing the job/work involved after receiving routine instructions, as applicable to the specific job/work requirements, and without more supervision than is regularly given the job/work under normal circumstance.
4. Employees who are offered and accept transfers to a preferred shift, will be transferred accordingly and will not be eligible to file another application for shift change for a period of six (6) months, except that employees that are removed (**bumped**) from the shift of their choice may apply to transfer to their former or another shift, in accordance with Paragraph 1 above and subject to the other applicable provisions of this agreement. In the event that an employee is awarded a 63a/b transfer, they will become eligible to use

an additional shift preference after the transfer has taken place.

5. Employees who are offered and refuse transfers to a preferred shift will not be eligible to reapply for ninety (90) days.
6. Employees without seniority may not be displaced by seniority employees under the provisions of this Agreement during their initial thirty (30) days of employment, unless such displacement is satisfactory to Management in any specific case. Moreover, the provisions of this Agreement will not apply prior to September 1<sup>st</sup> of any year to employees hired specifically for summer employment.
7. In the event it is found that certain longer seniority Production employees are needed on any shift other than the one on which they are working, it is agreed that such employees will work on the shift on which they are needed as long as their services are required, but not to exceed thirty (30) calendar days, or until such time as lesser seniority or temporary Other Than Skilled employees capable of doing the job/work are available for replacement, whichever occurs first. They will then be returned to their former shift. It is understood that where a group of Other Than Skilled employees are equally capable of filling the assignment involved, transfers will be made in the reverse order of seniority.
8. It is recognized that under certain circumstances it may become necessary for an employee to request remaining on or changing a shift. Such requests shall be made in writing to the Supervisor on forms supplied by Management, stating the reason for the request and the length of time for which the change is desired. Such applications will be reviewed by the Supervisor and the

District Committeeperson and consideration will be given to the merits of such requests, and wherever practicable, deserving applicants will be transferred for a specific period not to exceed thirty (30) calendar days.

- a. Transfers of employees pursuant to the above language will be handled on a volunteer basis. However, if no volunteers who can do the job/work are available, the youngest seniority employee in the department or family respectively, who can do the job/work on the shift involved, will be moved to accommodate the “hardship case”.
  - b. Hardships may be extended if Management and District Committeeperson agree that the merits of a specific case warrant such an extension.
  - c. Where a conflict arises in the above procedure, the Shop Committeeperson and a representative of Labor Relations will meet in an attempt to resolve the conflict.
  - d. Any unresolved issues will be referred to Management and the Shop Committee for resolution.
9. When conflicts arise between an employee’s National Agreement Paragraph 63b transfer rights to fill an opening and another employee’s transfer rights under this Agreement, the longer seniority employee will be given preference.

**LOCAL SHIFT PREFERENCE AGREEMENT –  
SKILLED TRADES**

1. Employees with a minimum of six (6) month’s Skilled Trades seniority may make application in writing to their Supervisor at any time on forms supplied by Management

for transfer to the shift of their choice. Copies will be made available upon request.

2. Shift transfers resulting from the above applications which are received by Friday of a given week will be made not later than the second Monday following the date on which the application becomes valid. Applications will become valid upon submission, if a transfer is immediately available or upon such date as a transfer may become available. Shift transfers are, therefore, normally effective on Mondays, unless unusual or emergency situations arise. Employees involved in transfers pursuant to the provisions of this Agreement will be so notified no later than the Thursday preceding the transfer, where such notice can practicably be given.
3. Shift transfers will be made in line with seniority of applicants, between employees in the same Trade which they are working in as defined above.
4. Employees who are offered and accept transfers to a preferred shift, will be transferred accordingly and will not be eligible to file another application for shift change for a period of six (6) months. Employees that are removed (**bumped**) from the shift of their choice, during the six month required time frame, may apply to transfer to their former or another shift, in accordance with Paragraph 1 above and subject to the other applicable provisions of this agreement.
5. Employees who are offered and refuse transfers to a preferred shift will not be eligible to reapply for ninety (90) days.



6. When Skilled Trades Employees are notified of an assignment, reduced, or bumped to a shift other than the one on which they are working, the employees so notified will have their choice of remaining shifts in line with their seniority, providing they are physically capable of doing the job/work.
  - a. Temporary moves shall be for time required, but not to exceed thirty (30) calendar days (unless an extension is mutually agreed upon with Management and Shop Committeeperson) or until such time as a lesser seniority or temporary Skilled Trades Employee capable of doing the job/work are available for replacement, whichever occurs first. At the end of this period, the employees shall be returned to former shifts and Business Team, seniority permitting. Exercising such choice shall not conflict with Paragraph 1 of the present agreement or the intent of that paragraph.
7. It is recognized that under certain circumstances it may become necessary for an employee to request remaining on or changing a shift. Such requests shall be made in writing to the supervisor on forms supplied by Management, stating the reason for the request and the length of time for which the change is desired. Such applications will be reviewed by the Supervisor and the District Committeeperson and consideration will be given to the merits of such requests, and wherever practicable, applicants will be transferred for a specific period not to exceed thirty (30) calendar days.
  - a. Transfers of employees pursuant to the above language will be handled on a volunteer basis. However, if no volunteers who can do the job/work are available, the youngest seniority

employee in the classification, who can do the job/work on the shift involved, will be moved to accommodate the “hardship case”.

- b. Hardships may be extended if Management and District Committeeperson agree that the merits of a specific case warrant such an extension.
  - c. Where a conflict arises in the above procedure, the Shop Committeeperson and a representative of Labor Relations will meet in an attempt to resolve the conflict.
  - d. Any unresolved issues will be referred to Management and the Shop Committee for resolution.
8. Journeymen/women-in-training with seniority (JITS) and Journeymen/women within the same Skilled Trades Employee classification will be considered as being in the same group for the purposes of this agreement.
9. Shift Preference Agreement shall not apply to Apprentices or Journeymen/women-in-training (JIT).
10. Shift preference shall not apply to rotating or swing shifts.

This Agreement supersedes the Local Shift Preference Agreement dated August 5<sup>th</sup>, 2017 and is subject to written notice of ratification by the Union. 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 GM Powertrain, General Motors North America, and the International Union, UAW.

**GM POWERTRAIN  
GENERAL MOTORS NORTH AMERICA  
TONAWANDA ENGINE PLANT**

**LOCAL PARAGRAPH 71  
ADMINISTRATIVE RULES –  
RECORDING PROCEDURE**

The following rules will govern the administration of Paragraph (71), as it applies to employees offered and charged hours of overtime within the bargaining unit.

**GENERAL RULES**

1. For the purpose of applying the provisions of Paragraph (71) of the National Agreement, equalization groups will normally be established by classification within the department and supervisor's area of responsibility on the same shift, and in the same plant, except as otherwise noted. The equalization groups, as they pertain to current plant conditions, shall be changed only by mutual consent of Management and the Shop Committee at a Second Step Meeting.
2. An overtime sign-up sheet will be posted each week in a designated area on Monday and taken down on the end of each shift Thursday. All employees that wish to be offered to work overtime for the following week will be required to sign up on this sheet. Any employee that does not sign up will not be considered for voluntary overtime during the following week. Management will offer overtime based on the list provided in order of equalization. Those who don't sign up, will be charged all available hours to their equalization group (Excluding Skilled Trades).
3. Employees returning from or on Approved Vacation or Union Business will be offered overtime within their

equalization group as long as they communicated their availability with their Group Leader prior to the vacation period or Union Business period.

4. Hours will be charged to employee's equalization records to reflect pertinent grievance settlements, if the employee is still in the same equalization group.
5. Excluding Skilled Trades, under normal operating conditions, employees will be notified of weekend overtime prior to last break on Thursday, and employees will not be forced to work, unless unforeseen circumstances arise after notification time on Thursday, that require work to be scheduled, and then this will not apply. This will be reviewed with the committeeperson as required.
6. If weekend overtime is accepted, the employee is required to work the scheduled hours. If this is not possible due to unforeseen circumstances, VR hours will be used unless a replacement is found.
7. A master overtime list will be maintained in the department's office. Additional copies will be available to the respective District Committeeperson to post in other areas of the department, if desired.
8. It is Management's responsibility to maintain the efficiency of operations. Employees with the least number of charged hours should be given the first opportunity for work under Paragraph (71) only as far as practicable, up to 12 hours. The equalization list should be exhausted for offering 12 hours prior to offering more than 12 hours. At the point the offer exceeds 12 hours, additional overtime hours will follow the equalization list starting with low hours. Employees will be offered a maximum of 16 hours per shift, plus lunch breaks.

In the event a low-hour employee is not offered overtime to which the employee believes they are entitled to, the Supervisor, upon the employee's request, will advise the employee of the reason they were not selected to work.

- a.** Management will offer the production employee with the least number of charged hours the first opportunity to work up to 12 hours. At the point the offer exceeds 12 hours, follow Paragraph 8 above. Employees will be offered hours in excess of 12 hours, with the maximum of 16 hours. Anyone who makes the list to work will be allowed to work their job or pick a job that they would like to do if their regularly assigned job is not working from the open jobs that they are capable of doing, providing that a lesser hour person is not disadvantaged from working.
- b.** Employees working overtime will select the open jobs in order by low hours in the equalization group. When there are more than one employee engaged in working on the same team or where the same work is being performed and management reduces the number of employees required to perform this work, the employee(s) will be reduced from the team/work assignment with the highest hours in the equalization group if there are no volunteers (Excluding Skilled Trades).
- c.** Any last minute Production add-on's after 4 hours into the regular shift on Friday will be offered to the next person on the list with no changes to the O.T. line up.
- d.** Skilled Trades – Anyone added to the overtime list after the Final OT list is published on Thursday or after 1500 hours (3:00 pm) on Thursday if the Final OT list is not posted by then, the people added will go to where the additional work is requested. (Thursday may be shifted during Holiday weeks only).

9. Skilled Trades Equalization groupings will be established by trade and shift. The solicitation of overtime hours for these groups will be done in the following order:

1. Journeyman/woman
2. JIT Employees
3. Apprentices
4. Paragraph (179) employees who will be listed in separate equalization group by shift.

10. Employees will not be moved between plants for the purpose of daily overtime, unless that portion of the equalization group in one (1) plant has been offered the opportunity to work overtime.

11. If Friday was a pre-approved vacation day and the employee made it known that they desired the weekend off when making application, both Saturday and Sunday will be excused for the week of the approved vacation period. Friday absents must be coded with VP, VR, ATO when Saturday is excused.

## **CHARGING RULES OF OVERTIME HOURS**

1. Seniority employees permanently transferred into another equalization group shall be given the average hours of that group. Non-seniority employees being transferred into an equalization group will not be equalized into the group until they gain seniority. Until then, they will be the last to be offered overtime work in that group. Non-seniority employees will be a separate equalization group within that department.

- a) Employees temporarily assigned to another equalization group, outside of their department, shall be given the average hours of the group to which assigned after working in that group for one week (7 calendar days). During the first week the employee will be the last person offered work in that group (Excluding Skilled Trades).

- b) Employees assigned to work outside of their normal equalization group within their department, will be the last person offered overtime in that group. If there is no overtime available to them in that group, they will retain the right for overtime in their normal group.
  - c) Production: Any employee (Except those identified in Paragraph 5 below) having continuous active employment, transferred back to their former group in less than ninety-(90) days shall be given the average hours of the group to which assigned.
  - d) Skilled Trades: Any Skilled Trades employees (except those identified in Par 5 below) having continuous active employment, transferred back to their former equalization group in less than ninety (90) days shall be given their previous equalization hours in their former equalization group, plus the hours they would have been offered in that equalization group, or the hours offered to them while in the equalization group they are leaving, whichever is greater.
2. Employees on an authorized leave of absence for a period of less than ninety- (90) days or on a disciplinary layoff will have the hours that would have been available to them charged. An employee on an authorized leave of absence for (90) days or more shall cease to have available hours charged, and upon returning to any equalization group, will be charged with the average hours of the group.
3. All overtime hours worked by an employee will be charged to their hours in their equalization group. Those employees functioning as trainers or facilitators will be charged for eligible overtime hours that are available to a portion of their equalization group if they otherwise would have been offered (Training Letter Language).
4. When overtime hours are available to an employee and they are absent or fail to work for any reason, or if they decline an offer to work, the hours available to the

employee shall be charged as if they had worked them, unless excluded by the following provisions. Hours lost to any employee who is absent for any of the following reasons will not be charged on the overtime charts:

- a. Attending required active military duty for training, Paragraph 218A.
  - b. Reasons applicable to New York State Labor Law, Section 161.
  - c. Approved vacation per Paragraph 202B (full pay period). If day 6 or 7 is worked, charging will occur for the week.
  - d. Bereavement per Paragraph 218B
  - e. Verified Jury Duty per Paragraph 218
  - f. Verified order of Draft Board
  - g. For production: Hours refused outside the employee's equalization group.
  - h. Early shift starting time – first day back from a full week vacation.
  - i. Approved vacation for a week holidays included (full pay period). If day 6 or 7 is worked, charging will occur for the week.
5. When an employee is forced to another shift because of a hardship and is in line for overtime on their own shift and returns to their own shift, the employee will not be charged for those hours. Hours worked or offered on the shift the employee was forced to, will be charged.



6. Hours will be charged in terms of total pay hours involved, (one hour at time and one-half equals 1.5 charge hours; one hour at double time equals 2.0 charge hours.) Holiday hours will be charged at double time.
  - a. Overtime that is offered and declined, for that day only, after the end of the shift will not be charged to the employee.

Management will zero out all overtime hours effective the first full week in January of each year in all departments excluding Skilled Trades. Once hours are zeroed out, the order will be determined by seniority.(Highest to Lowest)

### **POSTING OF OVERTIME**

1. Committeepersons shall not be considered as within any equalization group.
  - a. Alternates shall be retained on equalization charts of their respective equalization groups. Alternates shall be charged with all available hours in their own group. They will not be charged with additional hours that are worked while functioning as a District Committeeperson.
  - b. When the employee ceases to be a Committeeperson or Alternate, the employee shall be charged with the average hours of the group to which assigned.
2. Lists of employee's current overtime status will be listed weekly and the hours will be posted behind each name. In addition, Plant seniority or Skilled Trades date of entry will be indicated on the list. The overtime list will be posted by lunch on Monday (Excluding Skilled Trades)

3. For Skilled Trades: When the number of hours on the equalization charts becomes exceedingly large an equal number of hours will be subtracted from each employee in the overtime group, this may be done with proper notation after notification of the District Committee person involved.

## **SUPPLEMENTATION OF OVERTIME RULES**

1. It is recognized that Management has the right to determine from which group or groups it obtains supplemental employees to augment overtime for a particular group. However, it is generally desirable that supplemental overtime assignments should be given to those employees of the group who are among the lowest in hours on the same shift.

Supplementation of production groups is normally made from other production groups in the same plant and family group as defined in the Local Seniority Agreement.

- a. The weekend supplementation of the GSC groups is normally made from other GSC groups between plants.
- b. All members of the confined space, hazmat, MERT/Rescue team shall be charged with all available hours in their own group. They will also be charged with additional hours that are worked while functioning or training as a member of the team. Additional hours available to that group will be offered to them, following the agreement between the parties.

## **HOLIDAY AND SUMMER SHUTDOWN RULES**

For Production:

1. For the Holiday Shutdown period, the equalization list from the week prior to the Holiday period will be

used to schedule extra work for the entire Holiday period. (example - Christmas Holiday period)

2. For Summer Shutdown employees are offered work by seniority. Once offered to work, additional overtime is based on low overtime hours and job knowledge. (example – Summer Vacation Shutdown week(s))
3. For Holiday Shutdown employees are offered work by overtime equalization. Once offered to work, additional overtime is based on low overtime hours and job knowledge. Once an employee makes the list, they have the right to work their job unless it disadvantages another employee.

#### For Skilled Trades:

1. Summer Shutdown work entitlement is seniority based (vacation is involved). OT hours during shutdown are assigned by Equalization list hours.
2. Holidays and Holiday Shutdown work entitlement is Equalization List based. OT hours during shutdown are assigned by Equalization List hours.

**GM POWERTRAIN  
GENERAL MOTORS NORTH AMERICA  
TONAWANDA ENGINE PLANT**

**LOCAL PARAGRAPH 71**

**Supplemental Overtime Scheduling**

Under normal circumstances, the following is Management's policy when scheduling Supplemental overtime. Where:

Production Classification = Occupational

Code Departments =

8401	Gen V Assy	4842	Tooling Services
8301	Gen V Head	5001	Core Team
8201	Gen V Crank	5101	Commodity Mgmt
8101	Gen V Block	6001	GSC
8701	Gen V HD Crank	5803	Quality Sort
8601	Gen V HD Block	5804	Quality Audit

Family =

Assembly	Block	Head
Crank	GSC	Core Team
Tool Services	Quality	

Business Team =

GenV	Future Work
------	-------------

For daily overtime, when home departmental employees on their shift (regardless of classification) have all been offered work, the following sequence should apply, all offers must be to job capable employees:

## **DAILY OVERTIME**

<b>Order of Offer</b>	<b>EXAMPLE: OT Need is Gen V Block 1<sup>st</sup> Shift</b>
<b>1.</b> Balance of Classification; Same Family; Different Department; Same Business Team; Same Plant; Same Shift	198; HD Block; Same Shift (Over/Under)
<b>2.</b> Balance of Classification; Same Family; Different business Team; Different Shift; Same Plant	198; Block; Future Work; Off Shifts (Over/Under)
<b>3.</b> Balance of Classification; Different Family; Same Business Team; Different Shift; Same Plant	198; Crank/Head/Rod; Gen V; Off Shifts (Over/Under)
<b>4.</b> Balance of Classification; Different Family; Different Business Team; Different Shift; Same Plant	198; Crank/Head/Rod; Future; Off Shifts (Over/Under)
<b>5.</b> Different Classification; Different Family; Same Business Team; Different Shift	190; Assembly; Gen V; Off Shifts (Over/Under)
<b>6.</b> Balance of Classification; Same Family; Different Shift; Different Plant	198; Block; LGE; Off Shifts (Over/Under)

For weekend overtime, when home departmental employees on their shift (regardless of classification) have all been offered work, the following sequence should apply, all offers must be to job capable employees:

## WEEKEND and HOLIDAY OVERTIME

Order of Offer	EXAMPLE: OT Need is in Gen V Block 1 <sup>st</sup> Shift
1. Balance of Classification; Different Department; Same Business Team; Same Family; Same Plant; Same Shift	198; HD Blocks; 1st
2. Balance of Classification; Same Family; Different Department; Different Business Team; Same Plant; Same Shift	198; Block; Future Work; 1 <sup>st</sup> Shift
3. Balance of Classification; Same Family; Different Department; Different Business Team; Different Plant; Same Shift	198; Block LGE; 1 <sup>st</sup> Shift
4. Balance of Classification; Same Family; Same Department; Same Business Team; Different Shift	198; Block; Gen V; Other Shifts (Over/Under)
5. Balance of Classification; Different Family; Same Business Team; Same Shift; Same Plant	198; Crank/Head/Rod; Gen V; 1 <sup>st</sup> Shift
6. Balance of Classification; Different Family; Different Business Team; Same Plant; Same Shift	198; Crank/Head/Rod; Future Work; 1 <sup>st</sup> Shift
7. Balance of Classification; Different Family; Different Business Team; Different Plant; Same Shift	198; Head/Crank/Rod; LGE; 1 <sup>st</sup> Shift
8. Different Classification; Different Family; Same Business Team; Same Plant; Same Shift	190; Assembly; Gen V; 1 <sup>st</sup> Shift

**Management will offer overtime to employees on the overtime sign-up sheet in accordance with the above steps. Employees that are excused by the augmentation of these steps to have Saturday covered will be relieved from Plan A. In the event that all employees who want off cannot be covered, the high hour employees will be excused first. Employees that are excused from working Saturdays because of this augmentation of overtime, will not have to utilize VP/VR/ATO hours for the excused Saturday. Employees that volunteer to work hours that facilitate another employee being excused to work mandatory weekend overtime, will be required to work all hours once the overtime list comes out on Thursday prior to last break.**

Normally, all supplemental overtime will be scheduled through the supervisor of the employees being asked.

**Remedy:**

Problems experienced with the application of this procedure should be brought to the attention of Employee Relations and the Shop Committee for review and correction where appropriate.

Under normal circumstances, the following is Management's policy when scheduling Skilled Trades overtime:

**I. DAILY OVERTIME**

Scheduled daily overtime for Skilled Tradespersons will be equalized as follows:

- A.** One (1) Hour - Employees working the department on a normal shift will be offered the one (1) hour overtime. Departments will be by Business Team, not product area (e.g. GenV, LGE and Facilities are Business Teams. Block, Head, Crank and Assembly are product areas). Assignments within a department, by product area are at the discretion of the Group Leader for each Business Team. If the department is not working full, OT will be offered by low hours on equalization chart for the department.

- B.** More than one (1) hour - Overtime will be equalized from remaining employees in equalization group in that plant first, then from the Equalization list.
- C.** In the event that Management needs the experience of a Skilled Trades Journeyperson to do specific overtime work, the employee who is selected may or may not be low on the overtime equalization list or work in that particular department. Deviations will be mutually reviewed by Management and the Union prior to assignment. In the event a low-hour employee is not offered overtime to which the employee believes they are entitled to, the Supervisor will advise the employee(s) of the reason they were not selected to work.
- D.** When a product area is working more than nine (9) hours, the overtime will be scheduled as per I B above.
- E.** Employees required to work (forced) per NA Plan A will be assigned as needed regardless of desire codes.
- F.** Skilled Trades Desire Codes

<b>Code</b>	<b>Short Description</b>	<b>Long Description and Clarification</b>
1	Refuse All	Refusal of all available OT hours
2	Anything less than 4 hours	Scheduled hours less than 12 hours
3	Minimum Contractual Hours	Minimum of 8 hours – Maximum of 9 hours
4	Maximum Hours	4 hours before or 4 hours after my regular shift
5	4 Hours Before	Up to 12 hours, starting 4 hours before my regular shift
6	4 Hours After	Up to 12 hours, ending 4 hours after my regular shift



7	4 Hours Before or 2 FU Before or After	Up to 12 hours starting 4 hours before my regular shift or 10 hours starting before or after my shift (2 hours Full Utilization)
8	4 Hours After or 2 FU Before or After	Up to 12 hours starting 4 hours after my regular shift or 10 hours starting before or after my shift (2 hours Full Utilization)
9	Yes to Sunday if required on Saturday	Maximum of 8 hours on Sunday if required on Saturday, No to Sunday if not required on Saturday-Sunday use only
F	Not Required- Friday Vacation Day	Not required due to PRE-Approved Friday vacation-For Saturday use only
N	New York State Law Day	Not required to work- For Saturday use only
T	Third Saturday	Not required to work – For Saturday use only

### **Remedy:**

Problems experienced with the application of this procedure should be brought to the attention of Labor Relations and the Shop Committee for review and correction where appropriate.

Local 774  
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## **LETTER OF UNDERSTANDING**

### **RE: Local Paragraph 71: Charging rules of overtime hours.**

The local joint parties agree that it was not the intent of the 2019 Local Agreement to charge for overtime declined after the end of the shift or by telephone.

Additionally, the process of charging for breaks and lunch has not been done consistently throughout the different departments. The local parties have agreed going forward that any employee who declines to work through their contractual break or lunch will not be charged for the overtime declined.

# **GENERAL MOTORS NORTH AMERICA OPERATION TONAWANDA ENGINE PLANT**

## **LOCAL WAGE AGREEMENT RULES OF APPLICATION**

Local Wage Agreement entered into this March 2, 2023 between, General Motors North America Operation, Tonawanda Engine Plant, and Local No. 774, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW. This Agreement cancels and supersedes all previous Local Wage Agreements and supplements thereto.

### **I. RATES FOR NEW EMPLOYEES, REHIREES, RECALLS FROM LAYOFFS:**

**A.** Production employees, employees (re)classified as Apprentices, JIT, JITS, and Journeymen/women shall be in accordance with the applicable provisions of the GM-UAW National Agreement, and shall be adjusted to maintain the proper relationship between the employees' rate and maximum base rate of the job classification.

### **II. RATES PAID ON TRANSFERS**

#### **A. Temporary Transfers to Higher Rated Jobs:**

- 1.** When an employee is temporarily transferred to a higher rated job on any given day, the employee will be compensated at the higher rate for all hours worked on that day providing the employee works on such higher rated job for one (1) hour or more.

#### **B. Temporary Transfers to Lower Rated Jobs:**

- 1.** An employee transferred to a lower rated job for one (1) hour or more will be paid the rate of the job to which transferred for all time worked on that job.

2. An employee who is transferred to a lower rated job for Management's convenience shall not have the employee's rate cut under the provisions of Paragraph II B.1 above.
3. Paragraph II B.2 above, does not apply to an employee transferred to a lower rated job when the employee's regular job is not operating because of conditions beyond Management's control, or when such transfer is a result of the application of the provisions of the Local Seniority Agreement.

### **III. RATE PAID WHEN AN EMPLOYEE WORKS IN TWO (2) OR MORE CLASSIFICATIONS WITH DIFFERENT RATES**

**A.** When an employee is regularly assigned to work in two (2) or more differently rated classifications, the employee will be paid the rate of the highest classification for the entire shift.

The rates shown herein are base rates only, based on the 2019 GM-UAW National Agreement, and do not include Cost of Living Allowance.

#### **CLASSIFICATIONS AND RATES OTHER THAN SKILLED ASSOCIATES**

<b>Code</b>	<b>Local Occupation Description</b>	<b>Wage</b>
190	Technician Engine Assembly	\$32.32
302	GSC Team Member	\$32.32
206	Quality Team Member	\$32.32
198	Technician Mftg. Systems All	\$32.37
180	Tool System Technician	\$32.98
602	Driver Lic Tr Pass Car Semi Out	\$33.27

**Applicable for In Progression Wages:**

\*Maximum Base Hourly Wage Rate for Powertrain:  
\$32.32 (After September 19, 2022)

Regular, non-temporary Manufacturing production employees covered under the Memorandum of Understanding Wage and Benefits Agreement for In-Progression will receive base wage increases in accordance with the following schedule:

<u><b>Weeks Worked (ww)</b></u>	<u><b>Effective 2019 CBA</b></u>	<u><b>Next Increase</b></u>	<u><b>Rates Effective 9/14/2020</b></u>	<u><b>Rates Effective 9/19/2022</b></u>
<u><b>New hire</b></u>	<u><b>\$17.00</b></u>	<u><b>\$17.00</b></u>	<u><b>\$17.51</b></u>	<u><b>\$18.04</b></u>
<u><b>&lt; 1 year</b></u>	<u><b>\$17.00</b></u>	<u><b>\$18.00</b></u>	<u><b>\$18.54</b></u>	<u><b>\$19.10</b></u>
<u><b>+52 ww</b></u>	<u><b>\$18.00</b></u>	<u><b>\$19.50</b></u>	<u><b>\$20.09</b></u>	<u><b>\$20.69</b></u>
<u><b>+52 ww</b></u>	<u><b>\$19.50</b></u>	<u><b>\$23.00</b></u>	<u><b>\$23.69</b></u>	<u><b>\$24.40</b></u>
<u><b>+52 ww</b></u>	<u><b>\$21.00</b></u>	<u><b>\$24.00</b></u>	<u><b>\$24.72</b></u>	<u><b>\$25.46</b></u>
<u><b>+52 ww</b></u>	<u><b>\$22.50</b></u>	<u><b>\$25.00</b></u>	<u><b>\$25.75</b></u>	<u><b>\$26.52</b></u>
<u><b>+52 ww</b></u>	<u><b>\$24.00</b></u>	<u><b>\$26.00</b></u>	<u><b>\$26.78</b></u>	<u><b>\$27.58</b></u>
<u><b>+52 ww</b></u>	<u><b>\$26.00</b></u>	<u><b>\$28.00</b></u>	<u><b>\$28.84</b></u>	<u><b>\$29.71</b></u>
<u><b>+52 ww</b></u>	<u><b>\$28.00</b></u>	<u><b>\$30.46*</b></u>	<u><b>\$31.37*</b></u>	<u><b>\$32.32</b></u>

1. Regular non-temporary, Manufacturing employees hired prior to the effective date of the 2019 UAW-GM National Agreement, who are earning \$24.40 per hour or more as of September 1, 2023, will advance to an hourly rate of \$32.32 effective September 4, 2023.

All employees functioning as a Team Leader will receive a Policy Premium of \$1.00 above the classification the employee held prior to their Team Leader assignment.

All employees functioning as a Core Team Member will receive a premium of \$1.00 above the classification the employees held prior to their Core Team assignment.

## **Temporary Employee Wage Rates**

Will follow 2019 UAW-GM National Agreement provisions.

### **Temporary Employees First Hired on or After the Effective Date if the 2019 Agreement**

Temporary Employees hired on or after the effective date of this Agreement, will be paid a rate of \$16.67.

## **CLASSIFICATIONS AND RATES - SKILLED TRADES**

<b>Code</b>	<b>Local Occupation Description</b>	<b>Wage</b>	
518	Pipefitter	\$36.48	
504	Carpenter	\$36.48	Red Circled
527	Millwright/Welder	\$36.69	
411	Machine Repair/Machinist	\$36.83	
530	Electrician	\$36.83	
419	Toolmaker	\$36.83	

All employees functioning as Team Leader will receive a Policy Premium of \$1.00 above the classification the employee held prior to their Team Leader assignment.

In witness whereof the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives this March 2, 2023.

This Agreement supersedes the Local Wage Agreement dated August 5, 2017 and is subject to written notice of ratification by the Local Union. 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 GM Powertrain, General Motors North America, and the International Union, UAW.

Local 774  
United Automobile, Aerospace,  
and Agricultural Implement  
Workers of America

Tonawanda Engine Plant GMPT  
General Motors North American  
Operation

## **VACATION APPLICATION PROCEDURE**

During the Vacation Application Period in February, after the Summer Shutdown Notice from the Corporation has been announced, Management will start processing vacation request by having the senior employee of an equalization group choose his or her vacation time off (full weeks), and marking them on a calendar.

- The supervisor will then give the employee an approved and signed vacation application with the authorized time off.
- The supervisor should follow this procedure until all employees in each equalization group have had an opportunity to apply for full weeks of vacation time off.
- For Skilled and Non Skilled Areas only, an employee who has an approved vacation day on Friday can be excused for the next calendar day (Saturday) when the following provision is met:
  - If management determines that the day is available for additional absenteeism, the day will be excused. If it is excused, the day cannot be over and above the departmental absenteeism allotment stated in the grid below.
- Individuals requesting vacation from January 1 prior to the vacation approval date should make such requests through their Group Leader. Requests will be handled on a case by case basis.

The schedule below will determine the number of employees allowed off for vacation.

Management will have the authority to allow additional employees off providing that the plant's efficiency and operations is not compromised.

**ABSENTEEISM COVERAGE GRID**

ALL OTHER		MEMORIAL DAY - LABOR DAY	
# Employees in Equalization Group	# Allowed Off	# Employees in Equalization Group	# Allowed Off
1-9	1	1-9	1
10-24	2	10-24	2
25-45	4	25-45	5
46-69	5	46-69	6
70+	6	70+	7

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## Global Supply Chain

### Memorandum of Understanding

The Joint Local Parties at the Tonawanda Engine Plant have entered into the following Agreement in order facilitate Team Concept in the Global Supply Chain departments. Our joint goal is to involve everyone in working together to achieve SPQRCE goals, and continuously improve safety, product quality and job satisfaction. By understanding the Roles and Responsibilities for each function, the team will be more effective at achieving its goals.

In order to demonstrate customer focus through support for Manufacturing, the Joint Parties have agreed to the following restructure of the GSC operations which include all Driving, Material Handling, Dock Checking, and Indirect Crib Attendant duties within the 302 occupational group. All employees classified as 602 will remain unchanged.

1. Equalization groups will be structured by job knowledge, and separated by department as follows:

<b>302/302R Checker</b>	<b>302/302R Driver</b>	<b>302/302R Crib</b>	<b>602</b>
Plant 1	Plant 1	Plant 1	
Plant 5	Plant 5	Plant 5	
Plant 4	Plant 4	Plant 4	
Dept 1	Dept 2	Dept 3	Dept 4

2. GSC Team Members will follow the Team Member Roles and Responsibilities as defined by the GMS system. GSC Team Leaders will operate using the same strategy of offered overtime as production.

When new people are transferred to GSC by way of either 63 a/b process, shift preferences or shift levelling due to business needs, the open positions will be posted via the regular posting process.

All Seniority Provisions, Temporary Layoffs, Permanent Reductions, Recall, and Transfers will follow the language as outlined within the Local Seniority Agreement.

**Going forward the term Floater will be replaced with term Extra and be handled as follows in all departments.**

1. Extra positions will be posted only when replacing an Extra, or an addition to the established number of Extras on the shift.
2. Extra jobs will be considered as one group when there is a reduction in the established number of Extras in the department and shift.
3. When an employee lands on a shift, they will be considered as an Extra.
4. When there is a job opening that no volunteers sign up for, the lowest seniority Extra will be forced to the posted opening

The Joint Parties mutually agree that the restructuring depicted above will accelerate employee engagement in the business and ensure that Employees at all levels of the organization are able to fully support the success of the Tonawanda Engine Plant business together.

## **Enhanced Supplier Engagement Process**

### **Memorandum of Understanding**

The Joint Local Parties at the Tonawanda Engine Plant have entered into the following Agreement in order to hold all Suppliers physically and financially responsible and liable for any vendor/supplier quality issue and associated costs (including sorting, in process, inspections, or disposition of material; excluding finished engines). This procedure applies to the Tonawanda Engine Plant when engaged in third-party evaluation and containment of defects originating with suppliers.

The Enhanced Supplier Engagement Process (ESEP) is to be initiated locally at the Plant for a specific quality issue in which the root cause is supplier generated. A third-party containment is utilized, at supplier expense, until material certified by the supplier is both received and validated. The KEY priority is to PROTECT the Plant and our customers. ESEP is to be utilized when there is stock that may be non-conforming.

The Parties further agree that the ESEP employees are able to be able to sort in the machining areas (at rollover) in the TEP Plants, and one designated containment area in each plant (Plant 1 and 5) of approximate square footage as current arrangement. Joint Parties recognize that there are issues (ex. porosity) that cannot be seen until the part is machined that are supplier issues and that the supplier is responsible for providing conforming stock. Any deviation from that should have financial impact to the supplier, not to General Motors. The Joint Parties are aware of that without this ESEP process, non-conformances from supplier issues have the ability to pass through to Assembly, creating teardowns and cost to the Business. Our joint goal is to improve competitiveness and quality of part to line. General Motors has no intention of having ESEP perform 'bargaining unit' work (hoisting parts on machine floors, stock handling, removing POU parts, installing parts etc.), and all ESEP work will be defined by standardized work documents.

In the event of a supplier quality issue, this Agreement facilitates instant response to quality issues in order to protect the line. The parties agree that ESEP will only be in the rollover area to final unload, with only 1 ESEP personnel per Mod. Sort may continue in corral, confirming that the line and customer are protected. The sort will cease lineside when sorted/ certified stock arrives Lineside + 1 Supplier Shipment.

In order to further hold the Supplier responsible for the financial impact of sending in non-conforming parts, the Joint Parties agree to utilize ESEP personnel to move material within the TEP ESEP corral. The ESEP employees will be properly trained, and this will increase overall competitiveness, with elimination of waste of current material movement strategies. Material for ESEP will be brought to and 'staged' by UAW drivers to ESEP corral and picked up from ESEP corral after sort. ESEP personnel will only be moving material from staging area, inside corral. During full business team layoffs, the ESEP sorts related to that Business Team within the corral will not be operational.

Casting suppliers must supply less than 1% defective product; anything above 1% may initiate an internal sort.

All other suppliers will be sorted in house by supplier in corral until Breakpoint + 1 Supplier Shipment is proven.

The Joint Parties agree to employ a total of two (2) job capable ADAPT employees at any one time in the ESEP areas if not placed in Plant proper assignments first; and due to current business conditions will add one (1) job capable Quality Sorter assignment for a total of five (5).

The ESEP Provider will have defined procedures for the sorting process, method and material identification, summary reporting and record control. The procedures will be applicable to sorting activity at GM.

Any concerns or amendments to this Agreement will be reviewed with the Chairman in advance.

## **Tonawanda Engine Plant**

### **Production Permanent Team Leaders MOU**

The following are the guidelines for selection, placement and evaluation of Permanent Team Leaders (PTL) in areas that are operating under the Global Manufacturing System (i.e. all production teams at the Tonawanda Engine Plant). The purpose of this document is to provide a clear, consistent, and easy-to-use tool for the PTL Process.

All Permanent Team Leader openings will be posted for 3 days for interested employees to apply on the shift in the department where the opening is. All applicant's names must appear on the job posting to be considered for the position. Individuals interested in open Permanent Team Leader positions will need to complete an application and return that application to their Group Leader. A list of all applicants will be maintained by the PTL Selection Committee (comprised of members of the Shop Committee and Labor Management Team). A copy of that list will be kept in Labor Relations for review. The applicant from the Department with highest score will be chosen for an open PTL position. If no one from the shift is interested, the highest scoring candidate from the Department will be selected. If no one from the Department is interested, the highest scoring candidate from family will be selected.

In order to improve and strengthen our work team activities, the applicants need to exhibit the following competencies:

1. Teamwork – actively participate as leader
2. Communication skills - written, verbal, listening
3. Empowerment – able to make decisions that impact the team
4. Integrity/Trust/Values/Ethics – maintain high personal standards, lead by example
5. Leadership – obtains results by leading and training team members while obtaining their cooperation
6. Technical Knowledge

The PTLs will be required to fulfill all Team Leader Responsibilities as stated in the “Manufacturing Roles & Responsibilities” including:

1. Lead and ensure BPD process is followed to meet the team’s metrics
2. Facilitate Problem Solving/Team Meetings
3. Participate in continuous improvement activities
4. Respond to Andon
5. Develop and maintain standardized work
6. Lead day to day manufacturing effort
7. Fill in for emergency absenteeism
8. Train other Team Members using JIT process
9. Perform audits (SOT, Layered, Work Station Readiness, Process)

**Team Leaders will be selected from the applicants, based on the following criteria:**

Interview	30 points
Job Performance	35 points
Discipline/Absenteeism	5 points
Seniority	25 points
Math Test	5 points
<b>Total</b>	<b>100 points</b>

Applicants who obtain a score of 75 points or greater and have scored AT LEAST 25 out of 35 on the job performance portion will be eligible for the PTL pool consideration.

Applicants who fall below the 75-point range or are generally interested in increasing their score will be able to update their applications on a 6-month basis.

There will be no annual Permanent Team Leader rotation. Candidates must have at least six months Plant Seniority at the Tonawanda Engine Plant.

Once a PTL has accepted a position, the position will be frozen for the following time frames:

1. A Permanent Team Leader (PTL) will be required to remain in their position for six (6) months after position acceptance.
2. A Launch Team Leader (LTL) will be required to remain in their position for six (6) months after Start of Regular Production (SORP) of the launch program. Once that time period has expired, that employee becomes a traditional PTL and follows those guidelines – LTL transitions to PTL of the team that they are assigned to during the launch.
3. A Permanent Team Leader on a Launch (PTL/L) will be required to remain in their position for six (6) months after position acceptance; however, they will be protected in their PTL position until 6 months after Start of Regular Production (SORP) of the launch program. Shift preferences within the PTLs department will be accepted after the first six (6) months, shift protection ends after that timeframe.

Any subsequent movement that may occur will only be within the Department (i.e. Shift Preferences). Once a PTL has fulfilled the 6-month requirement they will have the right to move within the department when a PTL opening occurs through the departmental posting process (team to team movement is acceptable after the 6-month time freeze). On shift PTLs can bid on departmental PTL openings by seniority, bidding should not take place until new PTL is selected and included in the process. PTLs are not locked into a team after the initial 6-month freeze.

PTL Positions are awarded based on the score gained during the selection process. Once awarded the position, PTLs are placed across shifts by seniority. Shift preferences will be honored within the Department; however, PTLs can shift preference in the Department with other PTLs only. If this is

not possible due to seniority, they can follow the procedure to surrender the position.

LTLs have a 6-month protection on shift after SORP, after which time customary PTL guidelines will be followed.

Anyone who refuses a PTL opening will not be eligible to accept another PTL opening for a period of 30 days. Candidates remain on the list and will be offered positions based on requirements of the business for 12 months.

PTLs who wish to surrender the PTL job have to remain in the position until the 6-month time freeze has expired. Once that time frame has expired, PTLs who wish to surrender the PTL job must make written application and then will have the opportunity to flow back into their Department as a Team Member, seniority permitting, flowing to the opening, or displacing the least senior Team Member.

Team Members assigned to a PTL position will have a 30, 60 and 90-day initial job evaluation performed by the Group Leader. The goal is to assess their performance to the established competencies for their job and their ability to perform all necessary jobs in the Team. PTLs that do not successfully complete this evaluation will be removed from their position. Upon completion of the evaluations the Team Leader will be retained or replaced as determined by the Area Selection Committee.

If at any time, the Union, Team Members or Management have concerns about the performance of a PTL, they should first bring their concerns to the Group Leader, who will investigate and attempt to resolve any performance issues. If the Group Leader's efforts are unsuccessful, the PTL Selection Committee will also serve to coach and counsel. In the situation that these issues cannot be resolved the PTL Selection Committee will make the recommendation to Labor Relations that the PTL be removed from his or her position.



When a de-selection of a PTL occurs within 30 days, the process is to flow back into their previous department as a team member, per the GM and UAW Local 774 Agreement. In the event deselection occurs after the first 30 days, the PTL flows back into the current department as a team member, seniority permitting. This would also bump the lowest seniority team member out of the department; noting that this team member has already been offered the PTL position. Team members who are involuntarily removed from the PTL position are eligible to make transfer under Paragraph 63(a) and 63(b).

In those instances, where the Area Selection Committee has agreed that a PTL should be removed, or the PTL resigns from a PTL position, that individual cannot be considered for a second Team Leader assignment for a period of one (1) year. At this time, the former team leader will be eligible to reapply and must successfully complete the Team Leader Selection Process. If he/she completes all of the necessary requirements, they will be eligible for Team Leader Selection as openings occur. If the PTL is removed for a second time, he/she will not be eligible for any future PTL openings for a period of eighteen (18) months.

Upon reduction, seniority permitting, a PTL has the option of to bump PTLs within department only; they do not flow into the family. The next option is to flow as a team member. The reduced PTL will maintain recall rights to the PTL position in that department for six months. In the event of teams being combined to cause a PTL reduction, the most senior PTL is retained and has the choice to remain in the position or move.

PTLs will be kept in their own equalization group, with a separate classification.

PTL positions for a new department during a launch will be posted for all employees.

If a candidate interviews and receives a score, but also receives a written disciplinary penalty before a PTL position is awarded, his/her score will be reduced accordingly. If it turns out that the penalty is reversed, the score will be adjusted.

If a PTL position is vacant, with no qualified employees applying for the posting, a temporary position will be opened for the team leader job. If no one from the department is

interested the following process will be followed to select a candidate:

1. Same department - same shift
2. Same department - all shifts
3. Family – same shift
4. Family – all shifts
5. If no one is on the list or all applicants turn down the offer, the position will be filled with the lowest seniority person from the department on the same shift. The permanent position will be kept open until it is filled by the customary PTL process.

Under current operating plan, the Permanent Team Leader will be scheduled ½ hour of overtime per 8-hour shift, which is based on the needs of the business. Additional overtime will be determined by business need.

Explanation of the Criteria:

1. **Interview** – An interview is conducted where applicants are asked questions relative to the roles and responsibilities of the team leader position. See Attachment A.

Employees may be given a maximum of 30 points based on questions answered in the five GMS principle areas. The PTL Selection Committee or its designate will

conduct the interview. The interviewer or committee determines the number of points to award the applicant for each question, based on their interview performance.

2. **Seniority** – This is defined as the number of years of service the applicant has with General Motors. Please utilize plant seniority date.

- |  |           |
|--|-----------|
| 1. Employees with 0 – 12 years of service      | 10 points |
| 2. Employees with 12+ - 18 years of service    | 15 points |
| 3. Employees with 18+ years or more of service | 25 points |

3. **Job Performance** – This is defined as how the employee has performed on the job. See Attachment B.

Employees may be given a maximum of 35 points. The current Group Leader, as well as two other members of management that the employee has worked for, they can be chosen by the applicant, will fill out a job performance sheet (Attachment B1 or B2) to determine the number of points the applicant receives. These will be averaged for a final score. An employee may not move forward and qualify to be in the candidate pool if they do not score a minimum of 25 out of 35 points in this section.

Any specialized knowledge or capabilities that are required will be disclosed upon request, and deficiencies in these areas may prevent attaining the team leader position.

4. **Discipline/Attendance**– This is defined as the amount of informal/formal discipline. These include the counseling sessions held with the employee and all formal discipline assessed.

Employees with 2 or more informal/formal  
Disciplines and/or Attendance Issues  
assessed within the last year 0 points

Employees with 1 informal/formal discipline  
assessed or Attendance Issue within the last year 3 points

Employees that have no informal/formal  
discipline and or Attendance Issues assessed  
within the last year 5 points

5. Points allocation for math test answers as follows.....

- 1) 2 points
- 2) 1 point
- 3) 1 point
- 4) 1 point

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## Sample Math Questions

1. Your team is running a special run blocks. Each packing container holds 36 pieces. You need to build 648 pieces for the shipment that leaves in 3 hours. The previous shift has already built 252 pieces.
  - A. How many more parts are needed for the shipment?
  - B. How many more packs are needed for the shipment?
2. Your Head Sub Team Leader needs to know how many Exhaust Valves he needs to order for the special run. You are building 648 heads. Each head required 8 valves. There are 60 valves per tray. There are 48 trays per load.
  - A. Using the answer from 1A how many trays does he need for the build?  
(Round up to the nearest tray to account for scrap)
3. The press team leader needs to know how many more tanks are needed for the shipment. Each piece has two identical tanks on it but we are throwing  $\frac{1}{3}$  of the tanks away because of a defect found in the one corner. They have corrected the problem and now every piece they make is good. How many new tanks does the press team need to make for the shipment? Use the answer from 1A to answer the question.
4. The cell can make 150 pieces per hour. Using the answer from 1A can we make the shipment in time?

5. Record the points awarded to the applicant.

Interview		out of 30 points
Job Performance		out of 35 points
Discipline/Absenteeism History		out of 5 points
Seniority		out of 25 points
Math Test		out of 5 points
<b>TOTAL</b>		<b>out of 100 points</b>

### **Selection Process Steps:**

1. Employee applies for a PTL position via an application driven by a job opportunity posting
2. Employee receives information packet regarding the position from Committee person/Core Team Leader
3. Employee completes an application and returns that application to a member of the PTL Selection Team, or their Group Leader
4. Employee completes job performance portion of process first, with current area Group Leader and others selected. Under certain circumstances (employee is new to their current area; or returning from a layoff), a previous area advisor may be used to complete this portion of the process.

5. Employee's interview is not scheduled until the job performance is returned into Labor Relations. If employee does not score at least a 25 on this portion, he/she does not move on in the process.
6. Labor will notify candidate if they did not score at least a 25. The candidate at this point can request a discussion with the manager who performed the job performance portion of the process for coaching and guidance as to how to increase performance scores.
7. If a 25 or higher is scored, an interview is scheduled with a Core Team Member as well as posting's dept manager.
8. All completed employee interview information is forwarded to the Labor Dept, who in turn completes the absenteeism and discipline information scoring
9. Dept Managers, Committeemen, Core Team Members and Labor reconvene with complete copy of results for review before any information is released to interviewed employees
10. Once final rankings are complete, the Core Team Member and the Dept Manager will offer the highest-ranking person the job. If there is a tie score, the tie breaker will be seniority. All people who were interviewed will be notified of their status
11. A member of the PTL Selection Team will complete the process with a signed acceptance letter for the position, to be filed in Labor

## Team Leader Selection - Attachment A, Interview Questions

Applicant Name: \_\_\_\_\_

Date: \_\_\_\_\_

Interviewers: \_\_\_\_\_

Interview conducted by Team Leaders Selection Committee or designate; Ask applicant every question.

#	Questions	No Understanding	Little Understanding	Good Understanding	Excellent Understanding	Score
		0 Points	.5 Point	1 Points	2 Points	
1	If you find a safety problem in your team, what do you do?					
2	Give an example of Team Leader competencies that you possess and describe a situation where you have applied that competency.					
3	<b>TEAM WORK COMPETENCY; Definition: Ability to effectively work and complete assignments in group settings. Works cooperatively with others to achieve common goals.</b> Question: When you feel that a team is working efficiently, except for the fact that one member is clearly not pulling their weight, what steps will you take?					
4	<b>TECHNICAL KNOWLEDGE; Definition: Picks up technical things quickly, can learn new skills and knowledge to accomplish a job effectively.</b> Question: In which areas do you consider yourself to be a specialist, and how do you utilize your expertise within the team?					
5	<b>COMMUNICATION SKILLS COMPETENCY; Definition: Listens to others and communicates in an effective manner.</b> Question: Describe how you would handle a problem that your team created that was found further downstream?					
6	<b>EMPOWERMENT COMPETENCY; Definition: Conveying confidence in employees' ability to be successful, especially at challenging new tasks; sharing significant responsibility and authority; allowing employees' freedom to decide how they will accomplish their goals and resolve issues.</b> Question: Describe a time when you spotted a quality or continuous improvement opportunity and made it happen.					
7	Why is it important that all team members follow standardized work?					
8	How would you handle a situation where a team member was not performing his or her job according to standardized work?					
9	Why is it important that Team Leaders do Layered Audits?					





***Attachment B – ALL Team Leaders - to be completed by  
Group Leaders and Management***

Applicant Name

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Management Name

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Applicant has demonstrated an ability to perform the duties required of a team leader in the team being applied for:

	Does not Demonstrate Ability	Satisfactory Demonstration of Ability	Demonstrates Ability & Exceeds Expectations	Example
<b><u>Skills</u></b>	<b>0 points</b>	<b>2 point</b>	<b>3.5 points</b>	
Has the capability, drive and enthusiasm to keep the equipment /area running. Give Example.				
Demonstrates ability and interest to <i>efficiently</i> learn all jobs in area. Give Example.				
Identifies, communicates and escalates out of process conditions. Give Example.				
Values teamwork interaction, and works well with team. Give Example.				

Carries out activities in a safe way and exhibits safe behaviors such as using Lockout process. Give Example.				
Has ability and predisposition to train others using JIT process. Give Example.				
Has capacity and drive to identify problems, demonstrates perseverance to escalate issues that he/she cannot solve. Give Example.				
Checks equipment condition before use. Can recognize & rectify abnormalities within their control and communicate other issues. Give Example.				
Can operate required computer and electronic systems. Give Example.				
Has a proactive approach to work, problem solving and continuous improvement activities. Give Example.				
Total (out of 35)				

## **Production Back Up Team Leader (BTL) Selection**

### **Process SELECTION:**

- Backup Team Leader will be selected by the most senior volunteer in the Mod/Team
- There is no requirement to pass the PTL Interview process to hold a BTL position
- There will be one (1) BTL per Mod/Team
- If there is no team volunteer, solution will be to subsidize with a volunteer BTL from another Mod/Team where applicable, by seniority. If that is not applicable, then a BTL will be placed by forcing the lowest seniority person in the Mod/Team until there is a volunteer.

### **LENGTH OF TERM:**

- BTL position is not permanent.
- BTL position is open to be rotated annually. After a one (1) year term, if a seniority employee on the team would like to become BTL, the option is given to be certified, based on seniority. Current BTL can be re-appointed seniority permitting. Additionally, if no other employee chooses to take the position the current BTL can remain in place for another term.
- If a BTL would like to step down from the position, there are no 63 A/B restrictions placed on them

### **TRAINING REQUIREMENTS:**

- BTL is trained to JIT requirements by the PTL or another qualified operator
- BTL will be certified using the JIT Process

## **2019 Selection Process – Core Team Members Tonawanda Engine Plant**

The following are the guidelines for selection of Core Team Members (CTM) in select areas that are operating under the Global Manufacturing System. The purpose of this document is to provide a clear, consistent and easy-to-use tool for the selection of CTMs.

Individuals interested in applying for a Core Team Member position will need to complete an application and return that application to the CTM Selection Team. A list of all applicants will be maintained by the CTM Selection Committee. A copy of that list will be kept in Labor Relations for review. The applicant(s) with highest score and have met the minimum threshold requirements including the skills validation, will be chosen for a CTM position. All applicants must appear on the job posting to be considered for the position. Additionally candidates must fill out the attached application and give it to their Group Leader by the posted deadline.

NOTE; In the event that off shift support is needed every effort will be made to limit the duration of assignments. It is not the intent of this position to temporarily assign CTM resources to off-shifts, rather to ensure CTM flexibility to support, as needed the implementation of projects and processes that may include/affect multiple shifts.

In order to improve and strengthen our work team activities, the applicants need to exhibit the following competencies (as detailed in “Core Team Member; Roles, Responsibilities & Competencies”):

1. Action Oriented
2. Dealing with Ambiguity
3. Conflict Management

4. Managing Diversity
5. Functional/Technical Skills
6. Interpersonal Savvy
7. Peer Relationships
8. Building Effective Teams
9. Creativity
10. Innovation Management
11. Timely Decision Making
12. Communications

The CTMs will be required to fulfill all Core Team Member Responsibilities as stated in the “Core Team Member; Roles, Responsibilities & Competencies”.

Core Team Members will be selected from the applicants, based on the following criteria:

1. Passing of the skills validation test
2. Completion of the following selection process:

Interview	30 points
Job Performance	35 points
Discipline History	5 points
GMS Test	15 points
<u>Seniority</u>	<u>15 points</u>
Total	100 points

In the event that applicant's score are the same, seniority will prevail.

Applicants who obtain a score of 75 points or greater and have successfully completed the skills validation test will be eligible for the CTM pool consideration. Applicants who fail to meet the minimum criteria or are generally interested in increasing their score will be able to update their applications on a 6 month basis.

Applicants who meet the minimum criteria will be placed in the CTM Pool to fill available positions. While the CTMs

will have site wide responsibilities, there will be periods of time where a specific area to be supported (AS) will be assigned. Also, areas supported will be rotated on some frequency to increase the overall knowledge of the Core Team.

As needs arise to define areas to be supported, the team will be charged with coming to an agreement on which areas each member will support based on Management recommendations. In the event a satisfactory agreement cannot be reached, Management will make the final determination.

Candidates must have at least six months work experience at the Tonawanda Engine Plant. Once a candidate accepts a CTM position, he or she will not be able to move by 63A/B for a 6 Month Period. This position will only be based on first shift therefore shift preference does not apply. If an individual who has previously made CTM application refuses a CTM opening, he or she will not be able to accept another CTM opening for a period of six months.

New CTMs must successfully complete tasks outlined in the 30-60-90 day evaluation. The evaluation should be performed by the CTMs supervisor to monitor progress of new CTMs. CTMs that do not successfully complete this evaluation will be removed from the position.

The CTM selection committee will serve to coach and counsel CTMs if the group leader feels that the CTM is not successfully achieving these goals. In the situation that these issues cannot be resolved the CTM selection committee will make the recommendation to Labor Relations that the CTM be removed from the position.

In the event of a reduction, a CTM will be returned to the previous classification. The reduced CTM will maintain recall rights to the CTM position for six months.

The scoring criteria regarding seniority for this process is not precedent setting.

## SELECTION DETAILS

**Skills Validation Test:** A test that will be used to evaluate an applicant's abilities and knowledge around basic computer skills (MS Office based).

**Explanation of the Scoring Criteria:**

1. **Interview** – An interview is conducted where applicants are asked questions relative to the competencies of the Core Team Member position.
  - Employees may be given a maximum of 30 points based on questions answered in the competency areas. The CTM Selection Committee or its designate will conduct the interview. The interviewer or committee determines the number of points to award the applicant for each question, based on the interview scoring guide.
2. **Job Performance** – This is defined as how the employee has performed on past job assignments.
  - Employees may be given a maximum of 35 points. The Group Leader will fill out a job performance sheet to determine the number of points the applicant receives.
3. **Discipline** – This is defined as the amount of formal discipline assessed.
  - Employees with 2 or more formal disciplines assessed within the last year 0 points



- Employees that have no formal discipline assessed within the last year 5 points
4. GMS Test – Up to 15 points can be earned from a GMS test that will be administered to each applicant. The test will consist of 25 multiple choice questions.
5. Seniority- Points awarded as follows.
- |  |           |
|--|-----------|
| Employees with 0-12 years of service   | 5 points  |
| Employees with 12- 18 years of service | 10 points |
| Employees with 18 + years of service   | 15 points |

Record the points awarded to the applicant.

Interview		out of 30 points
Job Performance		out of 35 points
Discipline History		out of 5 points
GMS Test		out of 15 points
Seniority		out of 15 points
TOTAL		out of 100 points

In the event that applicant's score are the same, seniority will prevail.

Attachment B1 – PRODUCTION Core Team Members - to be completed by Group Leader

Applicant Name

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Group Leader Name

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Applicant has demonstrated an ability to perform the following duties:

Skills	Has Not Adequately Demonstrated	Adequate Demonstration of Ability	Excellent Demonstration of Ability
	0 points	2 points	3.5 points
Has the ability to communicate with a diversity of people			
Can easily grasp new jobs as needed			
Identifies, communicates, and can diagnose origin of defects.			
Has the ability to support all metrics on the Team BPD (Cube) and is aware of the impact of the metrics on the company.			
Values teamwork interaction, and works well with team.			

Carries out activities in a safe way and exhibits safe behaviors such as wearing PPE.			
Is able to train others using JIT process.			
Knows when and how to escalate problems.			
Checks equipment condition before use. Can rectify abnormalities within their control and communicate other issues.			
Performs daily activities according to quality standards.			
Total (out of 35)			

Attachment B2 – GSC Core Team Members - to be completed  
by Group Leader

Applicant Name

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Group Leader Name

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Applicant has demonstrated an ability to perform these duties:

Skills	Has Not Adequately Demonstrated	Adequate Demonstration of Ability	Excellent Demonstration of Ability
	0 points	2 points	3.5 points
Can operate required computer systems			
Operates required mobile equipment			
Able to lift and carry required materials			
Has the ability to support all metrics on the Team BPD (Cube) and is aware of the impact of the metrics on the company.			
Values teamwork interaction, and works well with team.			

Carries out activities in a safe way and exhibits safe behaviors such as wearing PPE.			
Is able to train others using the JIT process.			
Knows when and how to escalate problems.			
Checks equipment condition before use. Can rectify abnormalities within their control and communicate other issues.			
Performs daily activities according to quality standards.			
Total (out of 35)			

## **2019 Tool Room MOU Operations**

### **Memorandum of Understanding**

Both Management and Union recognize the inadequacies of the 2013 Tool Room MOU as written. The following language replaces all existing MOU's and will be the operating plan going forward for the Tool Room Department.

The machining work in the Tool Room Department will be completed by whoever is assigned there regardless of the trade's classification (MR or TM). The Tool Room Department will consist of Machine Repair and Tool Maker Personnel. The make-up per shift will be determined by management but will be a minimum of 1 Tool Maker and 1 Machine Repair employee per shift of production (Assembly or Machining Operations).

There will be separate equalization groups for each trade on each shift on the condition that the overtime scheduling will continue to be done using the Group Leader's discretion. Overtime scheduling for Tool Maker and Machine Repair will continue to be done as it was in the past. Work that comes into the Tool Room during overtime hours will be completed by whom is present at the time.

The parties will evaluate business cases to bring work in-house where we can do the work competitively and we have the time and manpower available to do so.

The Machine Repair in the Tool Room Department will be responsible for spindle rebuild, emergency breakdowns and maintaining the equipment in the Tool Room, Tooling Services, and the Sheet Metal Shop.

The following priorities will be in place and can be overridden by the Group Leader as circumstances develop.

Priority # 1: Emergency breakdowns or projects from the floor (machining details).

Priority # 2: Spindle Repair, Equipment breakdown and or repair in the Tool Room, Tooling Services, or the Sheet Metal Shop

Priority # 3: PM task completion

## **PRODUCTION ONE HOUR RULE**

In an effort to run production in a fair and equitable manner for all parties concerned, management will adhere to the following procedure where applicable with respect to the one hour rule.....

If an employee is not present for work at the start of their shift management will fill their position within the team with qualified available manpower. If the unavailable employee reports to work **more** than an hour after the regular start of their shift, management will reassign the late employee within the department, unless the job was covered by a Team Leader.

If the unavailable employee reports to work **less** than an hour into their scheduled shift, they will be placed into their regular position in the team.

Similarly with regards to departments with floaters, once floater responsibilities for the day have been decided and issued, and manpower changes, only the floater affected due to the manpower change will be reassigned, all other floaters will remain on their issued job for the day, regardless of floater seniority.

## **2003 Local Demand Settlements**

### **Local Demand 3.**

The Union demands that the pass needed to go to the Medical Department during breaks and lunch in order to get cold pills, aspirins and so on be stopped.

### **Management Answer:**

*Management will institute a policy within 30 days of the ratification of the Local Agreement that will allow employees the opportunity to stop at the Medical Department during contractual breaks and lunch periods to request cold pills and aspirins without a pass.*

*The implementation of this policy does not under any circumstances excuse the employees from returning late to their job or require any additional medical staff to provide this service.*

### **Local Demand 5.**

The Union demands that more people be allowed off for vacation on any given week than is allowed presently. Change Local Demand #2 of the 1999 agreement by adding one employee to each of the groupings.

### **Management Answer:**

*This demand is settled with the implementation of the following schedule during the summer vacation period designated in Appendix A-1X, section B of the 1999 National Agreement.*



# Of Employees	# Allowed Off
1-9	1
10-24	2
<b>25-45</b>	<b>5</b>
<b>46-69</b>	<b>6</b>
<b>70+</b>	<b>7</b>

### **Local Demand 7.**

The Union demands that Management upgrade the heating system on the Plant #1 motor dock.

### **Management Answer:**

*The heating system for the motor dock in plant#1 has been improved as a result of a number of previous initiatives implemented over the past years. Management acknowledges that more work needs to be done to improve this environment on the second shift during the winter months. World Wide Facilities will present a plan within 60 days of the ratification of the Local Agreement and will continue to update the union of their progress at the weekly shop meeting.*

### **Local Demand 9.**

The Union demands that all floor scrubbing by the riding scrubber be done on the off shift.

### **Management Answer:**

*In order to limit the exposure of gas fumes, truck traffic and wet and slippery floors, mechanical floor scrubbing of the main aisles will preferably be performed during the off-shift when practical.*

### **Local Demand 10.**

The Union demands that Management provide new work for Plant #4.

**Management Answer:**

*Management will work with Local Union Leadership to evaluate any suggestions that would improve our competitive position and pursue jointly in the development of any business case that may influence the Corporation to award new work for Plant #4 at the end of the 3.1 /3.4 engine product program.*

**Local Demand 11.**

The Union demands that Management provide (1) hour for lunch on the last day prior to the Xmas holiday.

**Management Answer:**

*Management commits to work with the local union each year to facilitate this request without compromising the efficiency of the plant operations.*

**Memorandum of Understanding**

In response to LD #11 of the 2003 Living Agreement, the Production Manager and Shop Chairperson will meet during the first week of December to develop a plan to utilize a 30 minute team meeting in conjunction with the existing lunch period on the last day prior to Christmas Holidays.

**Local Demand 16.**

The Union demand that supervisors/advisors not be allowed to use the team rooms during lunch and breaks.

**Management Answer:**

*Management, during mass break and mass lunch periods agree to utilize the Team Rooms during these contractual periods as break and lunch rooms. It is not Managements intent to conduct business in these rooms during this time unless a business need requires them to do so. Problems with this resolution will be brought to the attention of the Production Manager.*

**Local Demand 17.**

The Union demands that all parking lots be cleaned on a daily basis on the off shifts

**Management Answer:**

*Management has agreed to survey the parking lots daily and assign the appropriate personnel to remove debris.*

**Local Demand 18.**

The Union demands that the cafeteria be open when any employees are working on the weekend and holidays.

**Management Answer:**

*Management agrees to work with the Cafeteria Vendor and the Union to establish a schedule that provides service for our employees working on weekends and holidays that ensures the vendor does not operate at a loss to provide such service*

**Local Demand 20.**

The Union demands that Par. #215 be grievable on the basis of lost wages or increase of manpower.

**Management Answer:**

*Management will continue to comply with the Provisions of Paragraph #215 which includes provisions for the Local Parties to address any repeated violations of this paragraph.*

**Local Demand 22.**

The Union demands Management must cease running certain assembly line operations through lunch and breaks without notifying the Shop Committee and reaching agreement.

**Management Answer:**

*Management will notify the Shop Committee utilizing voice mail, pagers etc. prior to the event when it becomes necessary to run assembly lines through lunch and or break periods and provide an explanation for the change in schedule.*

**Local Demand 27.**

The Union demands that the tool room be scheduled all hours that production is working.

**Management Answer:**

*Management will schedule the appropriate central maintenance departments to support the plants manufacturing requirements.*

**Local Demand 28.**

The Union demands all gauges new and old be certified in house before going out to the floor.

**Management Answer:**

*Management will ensure that all gauges that have not been certified will be certified in house. Management also agrees that large quantities of purchased gauges will be subject to an internal audit.*

**Local Demand 29.**

The Union demands that all layoffs in skilled trades be by seniority only.

**Management Answer:**

*All scheduled lay-offs in skilled trades will be considered as permanent and the following will apply. Volunteers will be solicited to take the lay-off in the affected trades in the affected area. If enough volunteers cannot be found then volunteers will be solicited from the remaining affected trades persons from those areas not affected by the lay-off on the affected shift first. If enough volunteers can't be found Management will lay-off the lowest seniority skilled trade persons in the affected trades across shifts.*

*For all Temporary lay-offs that start after the beginning of the pay period and extend to the end of the following week skilled trades persons will go home as their assignments end, unless reassigned to other work they are capable of doing. If the lay-off needs to go longer management will lay-off the lowest seniority skilled trade*

*persons in the affected trades across shifts. In all cases it is advisable to offer an inverse seniority lay-off first. This agreement in no way alters the 1999 agreement pertaining to outside contractors. No lay -off will take place in the affected trade that contractors are performing their work.*

**Local Demand 30.**

The Union demands that the apprentices be added to the full utilization agreement.

**Management Answer:**

*Management will continue to consider the utilization of apprentices to supplement skilled trades overtime requirements in addressing the plants' business needs and be in compliance with the National Agreement.*

**Local Demand 32.**

The Union demands that no apprentice will be laid off when they reach their last book.

**Management Answer:**

Management will comply with the applicable provisions of the National Agreement pertaining to the ratio of apprentices to journeymen during a reduction in force.

**Local Demand 33.**

The Union demands that Management populate the E.I.T. program.

**Management Answer:**

*The Tonawanda Engine Plant will continue to utilize the Apprenticeable Trades for staffing of skilled trades personnel.*

**Local Demand 37.**

The Union demands Management replace all stolen tools

**Management Answer:**

*It is the responsibility of each employee to ensure that all tools are adequately secured.*

**Local Demand 38.**

The Union demands that Management allow the tradesmen to keep their own rigging gear such as chains, hooks, slings and come-alongs.

**Management Answer:**

*The process developed by our Local Joint Health and Safety Team has been implemented to assure compliance with the UAW/GM Health and Safety Audit (Module#36) and will continue to remain in effect.*

**Local Demand 39.**

The Union demands that Management keep open on second shift the following administrative departments, labor relations, time office and education and training

**Management Answer:**

*Salary Head Count reduction continues to be an initiative to reduce cost at General Motors. Staffing Templates are developed for the plants and salary positions for these departments are not included for the off shifts.*

**Local Demand 40.**

The Union demands that Management must agree not to use warranty agreements not to circumvent assigning work to the trades.

**Management Answer:**

*Management agrees not to use warranty agreements to circumvent the assignment of work to our trades and will continue to comply with the intent of Document # 100 of the National Agreement.*

**Local Demand 45.**

The Union demands that all past local agreements remain in effect.

**Management Answer**

*Management agrees that all past local agreements will remain in effect. These local agreements may require modification as we advance the implementation of Team Concept.*

**Local Demand 46.**

The Union demands that a locally appointed employee be trained in time study and standards in order to work with the management I.E. and this position be permanent.

**Management Answer:**

*Management will provide training for a mutually agreed upon existing Document #46 appointee.*

**Local Demand 47.**

The Union demands that all outsourcing in production and the trades be stopped.

**Management Answer:**

*This issue is beyond the scope of authority of the Local Parties and as such we will be responsible to ensure we comply with the provisions negotiated by the National Parties associated with Appendix-L and Paragraph 183 of the National Agreement*

**Local Demand 48.**

The Union demands that LD#12 of the 1999 local agreement be revised and management pay all hours lost to the employee who attends a compensation hearing.

**Management Answer:**

*The New York State Workers Compensation Laws contain no provisions for payment of lost hours to attend compensation hearings and as such General Motors is*

*not prepared to ignore this statute and incur this expense. Attendance is not mandatory. The Union retains the law firm of Lipsitz, Green to represent their members for such hearings.*

**Local Demand 49.**

The Union demands that in the spirit of team concept all parking lots be opened to all employees on preferential parking for anyone including the Plant Manager and his/her staff.

**Management Answer:**

*In response to this demand Management has extended the current parking lot in the area of Gate #31 to provide more needed parking spaces.*

**Local Demand 51.**

The Union demands that all hauling done by an outside vendor example (Speed Trucking) be done by UAW drivers classification (602).

**Management Answer:**

*Management will develop a long-term forecast of the scope of work associated with the hauling of engines to and from the local warehouses. The parties upon review of the forecast will determine and implement the most cost effective means to accomplish this work without compromising customer requirements.*

**Local Demand 52.**

The Union demands that in the future all warehousing be done on property and not at an outside warehouse. (Speed).

**Management Answer:**

*It is Management's intention to continue to implement cost effective initiatives that allow us to store our engines on property without compromising customer requirements.*



### **Local Demand 53.**

The Union demands that Management purchase new equipment in order to allow our Janitors/Laborers the ability to do their jobs and thus keeping outside vendors from doing our work example (National Vacuum).

### **Management Answer:**

*Management will provide the necessary equipment for the Industrial Cleaners and Laborers to perform their current work assignments safely and efficiently, and will continue to review proposed work to assess the support required by the Industrial Cleaner and Laborer classifications.*

### **Memorandum to the Minutes**

The procedure shown below is to be followed prior to authorizing National – Vac or an outside organization to perform work on the GMPT Tonawanda complex.

1. Contact Darvan Draper or Joe Zanghi of the labor relations department with the location, nature & context of work, starting date, shift & duration of the work being reviewed.
2. Labor relations will notify the Shop Committee or appropriate union representative of the pending work.
3. If any major changes or oversights from the original estimated duration or context of work are identified, they will be relayed to Labor Relations.
4. It is imperative that when Local 774 employees are scheduled to supplement a National – Vac or an outside organization, they should be assigned to the task that National – Vac or an outside organization has been contracted to perform. when that is not practical, they are to be assigned meaningful work in

the area and should not be “farmed out” or assigned work in other parts of the plant.

**Local Demand 55.**

The Union demands that a clear and precise job and team concept description be developed which is common throughout all business teams.

**Management Answer:**

*Management agrees that during the discussions related to the implementation of Team Concept it is imperative that the local parties develop standardized job descriptions and operating guidelines to ensure consistency throughout the Business Teams.*

**Local Demand 56.**

The Union demands that a minimum of 80 hours of training be made available to the skilled trades men/women for job enhancement.

**Management Answer:**

*The local joint training committee in conjunction with the skilled trades representative of the shop committee and the Quality Network Planned Maintenance Team, will coordinate in the development of the curriculum required to meet the needs of the skilled trades work force.*

*The emphasis of this curriculum development is to be focused on job skill enhancement, but is to incorporate aspects of a complete functional training program, including classroom and hands on training, scheduling coordination with manufacturing schedules, and employee changes of assignment and shift.*

### **1993 Local Demand Settlements (Production)**

9. Demand that an employee with a full week (M-F) vacation application will have priority over an employee with less than a full week (M-F) vacation application

#### **Management Answer:**

It is Management's policy that an employee requesting a full week (Monday - Friday) of vacation time off will have priority over an employee requesting less than a full week (Monday - Friday) of vacation time off, regardless of seniority.

23. Demand Management provide newspaper-dispensing machines at all plant entrances.

#### **Management Answer:**

Coin-operated newspaper dispensing machines will be located at the Plant entrances. The Buffalo News Company will determine the needs and locations of the machines and the conditions for distribution. Abuse as determined by the Buffalo News, may result in the removal of these machines.

### **1996 Local Demand Settlements (Production)**

5. Get paid for all company business.

#### **Management Answer:**

Employees will be compensated for all hours worked, Monday through Friday (A minimum of eight (8) hours), while on company business. All other situations will be discussed prior to scheduled departure.

- ***Monday through Friday, employee is paid for all hours worked with a minimum of 8 hours.***

- ***A weekend scenerio - fore most weekend travel would be discouraged.***
  - ***A weekend scenerio - Employee will be notified in advance of hours they will be paid for prior to accepting an assignment.***
6. Training correspond with employees' shift.

Management Answer:

Training will correspond with employees' shift whenever feasible. Extensive efforts will be made to accommodate the employees.

33. All windows have new chains installed in all plants, so we can open and close them.

Management Answer:

Broken and/or inoperable windows will be repaired.

**1996 Local Demand Settlements**  
**Health / Safety**

- H/S 1. All air washers and parts shall have sound abatement curtains completely surrounding them to suppress the excess noises generated by them.

Management Answer:

During the discussion of this Demand, the Union expressed concern over the number of employees being exposed to excessive noise. Management assured the Union that maintenance efforts will be made to reduce the noise level of the washers identified.

- ***Identified noisy areas will have sound abatement installed.***

H/S 2. All restrooms and lavatories shall have heaters and ventilation installed the same as other facilities in Plant #1.

Management Answer:

Restrooms and lavatories will be properly heated and ventilated.

H/S 3. All mist collectors shall be better maintained. Presently filter media are changed by Millwrights assigned to the areas. There is no system presently to clean out the collectors when the filters are changed. This is essential for optimum operation of this equipment. All oil and wastes must be removed from the interior of this equipment and all necessary sheet-metal work or repairs completed before restoring this equipment to service.

Management Answer:

Management realizes that the proper maintenance of all equipment is beneficial to the operator. Efforts to improve the effectiveness will be addressed by the Joint Preventative Maintenance group.

H/S 4. Present system of establishing a window of time to correct fall hazard problems is inadequate. In some cases it has taken over 6 months to implement corrections after all necessary engineering plans have been approved. A specific time frame shall be established and all necessary fall hazards and unsafe conditions corrected promptly, the same as would be implemented if a serious accident occurred. An unsafe condition should be addressed immediately to comply with Federal OSHA standards.

Management Answer:

During a discussion of this Demand, the Union voiced concern about the length of time required to address safety issues. The Union was assured that those safety concerns of the Joint Health and Safety Committee will be addressed immediately. Those concerns not addressed immediately will be reviewed monthly by the PSRB

### **1999 Local Demand Settlements (Production)**

6. The Union demands that Management abide by Doc. No. 126 of the National Agreement in regards to all pay shortages caused by Management.

Management Answer:

Management agrees to abide by Doc. No. 126 of the National Agreement

7. The Union demands that Management notify effected employees in writing of all pay shortages in the week that they are discovered, as well as grievance settlements.

Management Answer: Management agrees to notify employees who are receiving an adjustment in their check due to a pay shortage of \$200.00 or more prior to the adjustment. Management also agrees to supply the Union with a copy of all grievances to be paid in that week.

10. The Union demands that when a holiday falls on Friday or Monday, there will be no forcing on that Saturday in order to allow for a long weekend.

Management Answer:

Management while maintaining production requirements, will review and approve as many

employee requests for time off in regards to situations of this nature as practicable.

13. The Union demands payment of any lost hours for members who are required to attend a carrier I.M.E. during working hours.

Management Answer:

Management will make every attempt to avoid scheduling of I.M.E during working hours. In the event that this is not possible, Management agrees to compensate the employee for reasonable time lost during working hours.

14. The Union demands that Management pay any member to the end of their scheduled shift, when they are injured at work and are unable to work to the end of their shift.

Management Answer:

Management will compensate for all monies lost to the end of the employee's regular scheduled shift if the employee is injured at work and is unable to work to the end of their regular scheduled shift.

15. The Union demands that when the medical department sends a member for treatment (which at the time is believed to be compensation), all medical bills generated from that treatment be paid for by Management, as well as all hours lost.

Management Answer:

The Medical Department will not sent employees to a specific doctor or medical facility unless they determine the injury to be an emergency, warranting such action. The Medical Department will provide such employee with a medical bulletin reminding the

employee to contact their medical (insurance) provider immediately to ensure the expense for the emergency services rendered will be covered by their medical plan. In the unfortunate circumstance that an employee suffers an occupational injury at work and is unable to work to the end of their available scheduled shift hours, Management will compensate for all monies lost to the end of their regular scheduled shift.

16. The Union demands that the Plant or Medical Department, will not send or recommend a Doctor or medical facility to an injured worker unless an emergency or requested by the injured worker.

Management Answer:

The Medical Department will not sent employees to a specific doctor or medical facility unless they determine the injury to be an emergency, warranting such action. The Medical Department will provide such employee with a medical bulletin reminding the employee to contact their medical (insurance) provider immediately to ensure the expense for the emergency services rendered will be covered by their medical plan.

19. The Union demands that overtime be equalized between the shifts.

Management Answer:

During discussion of this demand, the Union expressed concern about the difference in overtime opportunities between shifts. In response, Management stated that although there is no contractual obligation to do so, Management will continue to administer overtime in a fair and equitable manner in an effort to maintain a reasonable relationship between shifts on



scheduled overtime in so far as the circumstances permit.

35. The Union demands that any job belonging to a person who is out of work after 1 year be posted as an open job in the department.

Management Answer:

Management agrees that any job vacancy created by a person on any leave for one year will be available for reassignment.

40. The Union demands that Management notify employees 24 hours prior to a change of hours scheduled for the day or no later than lunch for that day.

Management Answer:

Notwithstanding any unforeseen circumstances, Management will notify employees of a change in hours no later than lunch of that day.

44. The Union demands that any member other than those required to have a badge to operate a vehicle be allowed to voluntarily surrender their badge at any point they feel the need to do so.

Management Answer:

Management acknowledges that many of our employees have elected to secure a badge to operate a motorized vehicle in our plant that do not require such badge to perform work assignments associated with their job classification. Management has invested the necessary time to ensure these employees are properly trained in the operation of these vehicles before they authorize the issuance of such badge. Recognizing that these employees at some time may decide they no longer wish to

perform this type of work, Management will accept the surrendering of such badge at the end of that work week. Once the employee surrenders the badge, they will have waived their right to any other work assignment that requires a badge for a period of (1) year. This does not apply to employees that require a badge to perform their work assignments.

52. The Union demands that Management not force any member to work on a Saturday prior to a full vacation week (Monday - Friday).

Management Answer:

Management will honor our employees' request for time off by declining overtime as described in the Union's demand. Such request must be made at the same time the full week is approved. A request of this nature will be subject to compliance of the Local Agreement for the number of employees excused for vacation purposes and the charging rules for overtime hours.

57. The Union demands that all restrooms be cleaned and sanitized on each shift daily.

Management Answer:

All restrooms will be cleaned and sanitized on 1st and 2nd shift Monday through Friday providing the plant is working. Weekend work schedules will determine which restrooms will be cleaned and sanitized.

74. The Union demands that because of the safety and quality concerns do to the lack of manpower, that Management address the issue of inadequate employment levels.

Management Answer:

Management acknowledges the contribution our employees make to ensure we all work in a safe and healthy work place, as well as providing world class quality products to our customers in a timely cost efficient manner. Management will continue to assess our manpower requirements in line with our business needs as well as ensure we remain in compliance with the provisions of Appendix K of the National Agreement, Memorandum of Understanding - Job Security.

## **2015 Tonawanda Local Demands**

### **PRODUCTION DEMANDS**

#### **Local Demand 1**

Respect Seniority

#### **Management Answer**

Management will respect seniority

#### **Local Demand 2**

Floater pick jobs by seniority

#### **Management Answer**

Under normal operating conditions, management will agree to allow floaters to choose placement on open jobs based on seniority. The floaters primary responsibility is to learn the jobs on the line to support assembly operations. It is not management's intent to deviate from this practice, but it may be required to do so based on training, job knowledge and other business circumstances.

#### **Local Demand 3**

"Farming Out" offer high-force low in all classifications

#### **Management Answer**

With respect to temporary job assignments out of your home department, management agrees to follow the following procedure where applicable. Where we have unassigned or vacation replacements available, the temporary assignment will be offered by seniority and forced to the low seniority person if not taken by a higher seniority person. Where management requires operations to be shut down to free up a person for the temporary assignment, the employee running the shut down operation will be re-assigned to the temporary assignment if the temporary assignment is machine floor work on the assembly line. If the temporary assignment is assembly work on the assembly line, temporary assignment will be offered by seniority and forced to the low seniority person if not taken by a higher seniority person.

#### **Local Demand 4**

Forced Reduction- move people even if on sick leave or comp by seniority

#### **Management Answer**

Management will not move people, by seniority or otherwise, while on sick leave or any other leave of absence, including a 30 day disciplinary layoff (excluding disciplinary layoffs for less than 30 days), where the employee is not active and able to move on the date required.

#### **Local Demand 5**

Run jobs fully manned

#### **Management Answer**

Management will continue to make attempts to fully run jobs based on manpower utilization and standardized work. There will be circumstances that arise where jobs will not be fully manned based on business condition needs.

#### **Local Demand 6**

July Shutdown by Seniority and Classification

### **Management Answer**

We will follow the guidelines from the National Agreement regarding the July shutdown period

### **Local Demand 7**

Plant seniority board for production/skilled trades to be posted quarterly by management

### **Management Answer**

Management will provide seniority lists for a quarterly posting at mutually agreed upon locations. Management will supply seniority lists in January, April, July and October yearly during the life of this agreement.

### **Local Demand 8**

Hire all temps

### **Management Answer**

Management will continue to follow Appendix A of the National Agreement for any manpower needs of the plant.

### **Local Demand 9**

Temps open jobs

### **Management Answer**

It is understood that Management, in any one (1) month, will not be obligated to transfer more than five (5) percent of the population from an individual department (Other Than Skilled). This total five (5) percent can include a portion of the temporary workforce (excluding Summer Temporary help).

### **Local Demand 10**

Call back Temps in Seniority order

### **Management Answer**

Management will follow the mutually agreed upon process as dictated by the National Parties and administered through DDI or other 3rd party.

### **Local Demand 11**

No Temps in over shut down if they take VP from Seniority people

### **Management Answer**

Management will adhere to the following in regards to "No Temps in Over Shutdown" when there are seniority employees who have expressed an interest, by written application, to work the shutdown period.

- A) There must be a shutdown
- B) Management must be able to forward plan the activity. Seniority employees must sign up to work by May 1, 2016 or mutually agreed upon date for subsequent years.
- C) Seniority employees signing up to work understand that this is NOT considered a voluntary assignment. The requirement is that the days must be worked, employees names cannot be removed from the list after May 1, 2016 and subsequent agreed upon dates.
- D) Employees interested in working the shutdown period must make themselves available to work a minimum of 2 times, and learn jobs in the applied for business team, prior to the Application Period. The employee must demonstrate capability of performing the job in the area that they will work for prior to the shutdown period. It may be required to lock an employee into job(s) during this period.
- E) All shutdown days are to be treated as regular work days.

F) Seniority employees that apply during the application period are signing up to work for the entire shutdown period.

Any concern regarding an individual applicant that has been denied can be brought to management's attention for discussion. Any concerns with this policy will be discussed by the Local Parties for resolution

### **Local Demand 12**

Temp Language (Pertaining to time off)

### **Management Answer**

Management will abide by the 2015 National Agreement Language

### **Local Demand 16**

30 minute lunch break

### **Management Answer**

Management will continue to provide employees with the allotted contractual break time based on the National Agreement.

### **Local Demand 18**

No 12 or 14 hour rule

### **Management Answer**

Demand will be resolved based on paragraph 6 and 6a of the Local Paragraph 71 Agreement

### **Local Demand 19**

Excuse time for medical appointments or personal business

### **Management Answer**

Medical appointments should be scheduled during non working hours. Where that is not feasible, management will

determine on a case by case basis if an employee will be offered time excused. Any concerns regarding this issue can be brought to the attention of management for consideration.

#### **Local Demand 20**

Shift Preferences every 6 months

#### **Management Answer**

This demand will be resolved by the 2015 Local Shift Preference Agreement

#### **Local Demand 21**

Get shift preferences back after any and all 63 A and B moves

#### **Management Answer**

These demands will be resolved by the 2015 Local Shift Preference agreement. This will also settle demand 227

#### **Local Demand 23**

Post all jobs

#### **Management Answer**

This demand will be resolved by the 2015 Local Seniority Agreement

#### **Local Demand 24**

63 A and B's administered by management reviewed jointly

#### **Management Answer**

Management will continue the current practice of joint review of the 63A/B process and manpower movement based on business need and openings warranted by business conditions

#### **Local Demand 25**

Post all move letters



**Management Answer**

Management will provide move letters to the UAW Shop Committee in electronic format, made available for UAW to post at agreed upon locations. Management will identify or provide 1 lockable display case for Plant 1 and Plant 5.

**Local Demand 26**

No forcing to other departments or other shifts

**Management Answer**

Management will follow the National Agreement Language regarding temporary layoffs and review on a case by case basis.

**Local Demand 27**

Canvas all shifts to accommodate people that want to work

**Management Answer**

Management will follow the National Agreement Language regarding temporary layoffs

**Local Demand 28**

Plan A

**Management Answer**

This Demand is settled based on Management agreement to suspend the practice of charging VP/VR hours on a scheduled Saturday for an employee that has a job capable backfill. This practice will be suspended from now until November 1, 2017, as the Parties work through the details of the Temporary Part Time Employee Agreement.

### **Local Demand 29**

Eliminate Local Paragraph 11i

#### **Management Answer**

Management agrees to eliminate Paragraph 11i from the Local Paragraph 71 language in the 2003 Local Agreement, and will not be included in the 2015 Local Agreement.

### **Local Demand 31**

Zero out hours in January

#### **Management Answer**

Management agrees to zero out all overtime hours effective the first full week in January of each year in all departments other than skilled trades. Once hours are zeroed out the order will be determined by seniority

### **Local Demand 32**

Smaller equalizations

#### **Management Answer**

Management agrees that if there is a specific concern regarding the size a certain equalization group, it can be brought to management's attention for review and discussion.

### **Local Demand 34**

Notify Thursday at lunch for O T or cannot force

#### **Management Answer**

Under normal operating conditions, employees will be notified of weekend overtime by Thursday lunch, and employees will not be forced to work, unless unforeseen circumstances arise after notification time on Thursday, that require work to be

scheduled, and then this will not apply. This will be reviewed with the committeeman as required. (Excluding Skilled Trades)

**Local Demand 35**

CLOTHING ALLOWANCE- 2 tier raised up to tier 1 amount

**Management Answer**

This Demand settled based on answer to Demand 36.

**Local Demand 36**

Increase the allowance and combine \$300

**Management Answer**

Management will increase In progression employee clothing allowance to equal Traditional employee allowance. There will be no increase to Traditional employee allotment. This also settles Demands 35,38,232.

**Local Demand 39**

Improve Team Level 5 data boards

**Management Answer**

Management agrees to have Level 5 cubes reviewed jointly for possible improvements

**Local Demand 40**

Addition of hourly team concept coordinators

**Management Answer**

This Demand will be resolved based on the GMS Language that is placed in the 2015 National Agreement

**Local Demand 41**

Chairs in areas where ergonomically and safely correct

**Management Answer**

Management will conduct a study to evaluate the potential applications for a chair. The proposed applications will be approved by the Production Manager and an appointed Union representative to ensure that the application will in no way impede GMS and Team Concept, which includes job rotation and standardized work, safety of the employee, product quality and throughput of production. Management reserves the right to re-evaluate the application at any time if the above conditions are not sustained.

### **Local Demand 42**

Add GMS-MOU to Local Agreement

#### **Management Answer**

The Local Joint Leadership, as well as the National Parties, agree to take immediate action using a single approach to support manufacturing by utilizing the strategies of Global Manufacturing Strategies (GMS). This will better enable us to build upon the full potential of our human resources and strengthen our support to members and employees in our facility. A single focus on GMS will provide clear leadership direction toward our mutual goal of fostering organizational success, which in turn will ensure job security and growth.

### **Local Demand 43**

Problem Solving

#### **Management Answer**

The Local Joint Parties recognize that Problem Solving is an integral part of the GMS system and is essential for continuous improvement activities, as well as increased employee engagement. As such, the Parties agree to implement the problem solving process that meets GMS requirements

### **Local Demand 44**

Rotation decided by the team

**Management Answer**

Management will utilize GMS guidelines to determine team rotation. If there is a concern within a specific team, it can be reviewed by the joint GMS team.

**Local Demand 46**

Floater should be a Team with a Team Leader

**Management Answer**

Floater will be assigned to a designated Team Leader in order to improve communication, safety awareness and GMS activities.

**Local Demand 47**

Outsiders wear different vests

**Management Answer**

TQA employees will be required to wear a labeled vest

**Local Demand 48**

Parking lot issues

**Management Answer**

Management will continue upkeep of the parking lots, utilizing the Joint Pedestrian Aisle Committee and PLCM process for improvements. Any specific concerns regarding the parking lots should be brought to management for resolution. All changes will be communicated to the workforce.

**Local Demand 49**

Fix all roof leaks

**Management Answer**

Management will continue to request monetary funds for annual roof repair. All approved funds will be utilized for roof reparation. Current ceiling tarps will be re-evaluated and removed where no longer required. Remaining tarps will be removed as repairs are made. Work will be completed based on National and Local Skilled trades Agreement

#### **Local Demand 50**

Hand sanitizer stations in Plan

#### **Management Answer**

Management will continue to provide adequate combo sinks for employee wash up. Additional consideration for this demand will be reviewed at the Plant Safety Review Board.

#### **Local Demand 51**

Repair all dock door heaters

#### **Management Answer**

New heaters are currently being installed in plants 4 and 5. Current heaters will be checked and maintained. Any heater issued should be brought to management for resolution

#### **Local Demand 52**

Open Plant 4 locker room

#### **Management Answer**

Management has determined that the present open locker rooms are adequate for Tonawanda employee usage and there is not a need to open additional locker rooms.

#### **Local Demand 53**

Remodel H32 restrooms

#### **Management Answer**

Management will review the current state of the H-32 restrooms and agreed upon improvements will be made. Management agrees to paint the interior walls, clean the interior duct work, replace lighting where necessary, make improvements to the floor and keep it maintained. Any future concerns should be brought to management for resolution.

#### **Local Demand 54**

Replace wood block floors

#### **Management Answer**

The specific agreed upon areas (Aisle in the vicinity of K19 to K23) will be assessed and repaired.

#### **Local Demand 55**

Add heating S31, R31

#### **Management Answer**

Current heaters will be checked and made operational, target date is September 30. 2015

#### **Local Demand 56**

Mark all columns

#### **Management Answer**

Management will mark all columns identified in Plant 1.

#### **Local Demand 57**

Sound proof Work Center, update Work Center

#### **Management Answer**

Management will provide 6 lockable desks, 6 new chairs, 6 lockable filing cabinets and paint the Work Center.

#### **Local Demand 58**

Safety Rep all shifts

**Management Answer**

Management will comply with Doc 46 of the National Agreement.

**Local Demand 59**

EAP Rep all shifts

**Management Answer**

Management will comply with Doc 46 of the National Agreement

**Local Demand 60**

Upgrade structure at R31

**Management Answer**

Management agrees to prep and paint structure at R-31. General maintenance of the area will be performed

**Local Demand 61**

Add exit, entrance Plant 5

**Management Answer**

Current entrance/exits are adequate. Management will continue to maintain turnstiles as well as deal with any concerns brought to our attention in a timely fashion.

**Local Demand 63**

More fans Gen V Assembly

**Management Answer**

Management will evaluate fans on the Gen 5 Assembly line and provide where necessary.



**Local Demand 64** Non-smoking

outside break area **Management**

**Answer**

Management agrees to add 1 non-smoking covered area with picnic table outside of plant 1. This also settles demand 271.

**Local Demand 65**

Cold weather jackets all GSC

**Management Answer**

Management will agree to provide cold weather jackets for the following GSC occupations: Receiving Drivers, North Dock B Drivers, Team Leaders, Banders, Engine Load Drivers, Motor Dock Drivers, Outside Semi Drivers and Material Expeditors. Additionally, jackets will be provided for Tool Services drivers. Employees will be required to turn the jacket order form in by August 15. The order will be placed by September 1 and distributed upon receiving by October 15.

**Local Demand 66**

Storm ready status - janitors

**Management Answer**

It is managements goal to provide a clean and safe working environment for our employees. Management will continue to address any specific concerns with walking and working surfaces relating to foul weather occurrences. We will utilize the Safety Star process to escalate any concerns of this nature

**Local Demand 67**

Transitional Work Center

**Management Answer**

Management will continue to follow the provisions of the ADAPT program as written in the National Agreement, and place employees accordingly within those guidelines. This also settles demand 288.

**Local Demand 68**

Combo sinks cleaned by Janitorial

**Management Answer**

Management will continue to utilize UAW labor for combo sink washing. It will remain the responsibility of the Teams to clean their own sinks. Supplies needed to complete this task will be provided.

**Local Demand 69**

Combo sink sump pumps on PM list

**Management Answer**

Management recognizes that the combo sinks require proper upkeep and as such will work with the Maintenance Department to investigate alternate maintenance methods. Management will look at repairing and sealing the tub basin under the sink and replacing the sump pumps where needed to make sure the sinks are working properly.

**Local Demand 70**

Safety glasses only required in production areas

**Management Answer**

Plant safety glass policy is determined by the Local Joint Safety Dept. Any changes will be reviewed at the Plant Safety Review Board and then communicated to the workforce.

**Local Demand 71**

Standardize all dock plates

**Management Answer**

All dock plates will be maintained and kept in proper operating order. Any concerns in this matter will be brought to the attention of management for resolution. Any approved modifications to the dock plates will be made to maintain their operations.

#### **Local Demand 72**

Ratio of Team Members to Team Leaders not to exceed 5-1

#### **Management Answer**

Management will utilize GMS guidelines to determine Team Leader Ratios. If there is any concern within a specific team it can be reviewed by the Joint GMS Team.

#### **Local Demand 74**

Use Team Leaders from off shift to fill in instead of back-ups

#### **Management Answer**

For instances where overtime is required and there are no employees able to be promoted/moved on shift on straight time: - When a Team Leader is off (pre-approved/scheduled vacation), the required overtime will be offered first to the Team Leader equalization group. If this option does not fill the need, the next option is to utilize the Back Up Team Leader (BTL) in the PTL role, and the overtime will be offered to the team member group to backfill the BTL.

#### **Local Demand 75**

No team Leaders on line—use over/under

#### **Management Answer**

Management understands and values the work that the Team Leader provides, and will make every reasonable effort to allow them to continue that value added work, however as

circumstances arise, they may be called upon to backfill for a Team Member. Management will continue to follow GMS guidelines which include Team Leader coverage for Team Members.

**Local Demand 76**

Pay raise for Team Leaders, \$1 for tier 1 and tier 2

**Management Answer**

Management agrees to follow the 2015 National Agreement

**Local Demand 77**

Tier 1 and 2 get same rate

**Management Answer**

The Parties agree to follow the National Agreement Language pertaining to both Tier 1 and Tier 2 Team Leader pay.

**Local Demand 78**

PTL MOU – G/L with most knowledge do applicants job performance

**Management Answer**

This Demand will be resolved with the 2015 Permanent Team Leader Agreement

**Local Demand 79 (replaced with Demand 43 from 2019)**

Back up Team Leader gets the Team Leader rate when doing Team Leader responsibilities when on the job

**Management Answer**

Management agrees when an employee is temporarily transferred to a higher rated job on any given day the employee will be compensated at the higher rate for all hours

worked on that day, providing the employee works on such higher rated job for one hour or more.

### **Local Demand 80**

Back up Team Leader language

### **Management Answer**

Settled by Back Up Team Leader Agreement

### **Local Demand 81**

Team Leaders and Teams to be notified before any time studies or job changes

### **Management Answer**

Group Leaders, Team Leaders and Committeeman will be notified of studies that require physical completion and Team Member involvement on the Plant floor. This also settles demand 150.

### **Local Demand 82**

Sorting to be done by UAW 774 sorters in foot printed area

### **Management Answer**

These Demands will be resolved by the 2015 Enhanced Supplier Engagement Process MOU

### **Local Demand 83**

Sourcing Committee

### **Management Answer**

Management will abide by Appendix L of the National Agreement. The Committee will be comprised of 2 Management employees and 2 UAW employees (must be current Doc 46 or elected officials). If Skilled Trades related issues are being discussed, a third UAW member from Skilled

Trades organization (either a Doc 46 or elected official) can participate on the Committee also.

**Local Demand 87**

Driver for Quality Plant 1 and Plant 5

**Management Answer**

Issues resolved to the satisfaction of the Joint Parties with the addition of a Utility Driver.

**Local Demand 88**

302-304-308 To receive Team Concept pay same as assembly

**Management Answer**

Settled with GSC Team Concept Agreement.

**Local Demand 90**

Go to automatic chocks Plant 1

**Management Answer**

After reviewing this Demand with local Joint Health and Safety Committee, and Engineering, automatic chocks are not recommended for this location or climate. Therefore, management agrees to utilize full rubber chocks.

**Local Demand 92**

308 Checkers to be with counters 1 for 1

**Management Answer**

Management agrees to utilize current practice to bring in a Checker on Saturday if counting is required, per shift.

**Local Demand 93**

GSC different equalization groups, plants 1, 4 & 5

**Management Answer**

UAW agrees to settle based on the Par 71 and GSC agreements.

**Local Demand 95**

Ratio of Team Members to Team Leaders no to exceed 8-1

**Management Answer**

Management will utilize GMS guidelines to determine Team Leader Ratios. If there is any concern within a specific team it can be reviewed by the joint GMS team

**Local Demand 96**

Crank Lab be performed by UAW members

**Management Answer**

This work is not historic UAW 774 work. Any new additions to Bargaining Unit work must be based on business case competitiveness.

**Local Demand 97**

Sediment Check work performed by UAW members

**Management Answer**

This work is not historic UAW 774 work. Any new additions to Bargaining Unit work must be based on business case competitiveness.

**Local Demand 104**

Settle all Grievances, clear all penalties

**Management Answer**

Management will continue to follow Paragraph 76B of the National Agreement. Any grievances during this period can be held by mutual agreement by both Parties

**Local Demand 107**

Early break

### **Management Answer**

In an effort to run production in a fair and equitable manner for all parties concerned, management will adhere to the following procedure under normal circumstances where applicable with respect to calling early breaks or lunch. Any variance to this procedure will be communicated to the area Committeeman in advance.

- i. Early morning break cannot be called within the first hour of the regularly scheduled start of shift time.
- ii. Early lunch cannot be called more than half hour early.
- iii. Early afternoon break cannot be called earlier than one hour after lunch break.
- iv. Committeeman is notified of all early lunch/break decisions.

### **Local Demand 108**

Full time study person

### **Management Answer**

Management will continue to utilize Industrial Engineers to complete time studies in order to ensure accurate employee utilization and standard time data. This data will be available for review and explanation upon request. Management will provide training for a mutually agreed upon existing Document #46 employee.

### **Local Demand 109**

Perfect attendance gets free vehicle (weekend)

### **Management Answer**

Management does not agree to provide Company vehicles for perfect attendance. This is not a sanctioned recognition program.

### **Local Demand 110**



Zero hours language before and after (notification)

**Management Answer**

Demand withdrawn based on resolution of 2015 Local Demand #31.

**Local Demand 111**

Foreign vehicles

**Management Answer**

Management recognizes UAW concern and will establish a Plant policy which determines where foreign vehicles / Contractor vehicles should park on TEP property, and additionally will provide proper signage for the designated areas. This policy will be communicated to the workforce as well as outside visitors. This will also settle Demands 281,282,283 and 284.

**Local Demand 112**

Personal leaves, formal and informal

**Management Answer**

Management will follow the guidelines on leaves in the National Agreement. This language is available for clarification on any inquiries employees may have.

**Local Demand 113**

Identify all MOU's

**Management Answer**

Management agrees to Jointly identify all MOUS for the 2015 Local Agreement

**Local Demand 114**

1 hour rule in writing (clarify

**Management Answer**

This Demand will be settled based on agreed upon one hour rule procedure.

**Local Demand 115**

Bad weather

**Management Answer**

Management will comply with the Weather Conditions and Riot Letter and flow chart in the National Agreement.

**Local Demand 116**

All local demands remain in place (2003 and prior)

**Management Answer**

Management agrees to Jointly review all Demands in the current Local 2003 Local Agreement and mutually agreed upon Demands that will remain in place in the 2015 Local Agreement. This also settles Demand 199.

**Local Demand 117**

Return to work from sick leave language (it's not Doc 8)

**Management Answer**

Demand Granted

**Local Demand 118**

More people off for vacation

**Management Answer**

Management will agree to allow additional scheduled time off in accordance with the TEP TPT Agreement.

**Local Demand 119**

Full week vacation takes precedence over single days regardless of seniority

### **Management Answer**

It is Management's policy that an employee requesting a full week (Monday - Friday) of vacation time off will have priority over an employee requesting less than a full week (Monday - Friday) of vacation time off, regardless of seniority.

### **Local Demand 120**

Excuse Saturday when going on vacation and when approved vacation Monday and Friday

### **Management Answer**

This Demand will be settled based on Par 71 Agreement

### **Local Demand 121**

Free Wi-Fi

### **Management Answer**

Management will agree to add four (4) computers to the Plant 5, and four (4) computers to the Plant 1, and one (1) computer for Plant 4 for employee use. This will be evaluated with changing business needs. Additionally, management will agree that all plant floor kiosks will have the capability to access Socrates and other programs that require employee input for suggestions, personal data changes and other GM required use. All employees utilizing these computers must be in compliance with GM computer usage policy. This also settles Demands 127, 293, 294, 295, and 296.

### **Local Demand 122**

Cafeteria on the weekend

### **Management Answer**

Management agrees to work with the cafeteria vendor and the Union to establish a schedule that provides service for our employees working on weekends and Holidays that ensures

the vendor does not operate at a loss to provide such service.  
This also settles Demand 130

**Local Demand 125**

UAW pin wheel on front signs (all Plants)

**Management Answer**

Management agrees to add UAW pinwheel and UAW Local 774 to the signs in Plant 1 and Plant 5

**Local Demand 126**

Add TKS system on wall between Gen V block and head

**Management Answer**

Management agrees to add one additional TKS system to a mutually agreed upon location.

**Local Demand 128**

Before shutdown 90 minute lunch, picnic for Employee Appreciation

**Management Answer**

Management will continue to support employee appreciation functions determined by the Key 4

**Local Demand 133**

Local Agreement for everybody and management pays for books

**Management Answer**

Management will provide a copy of the 2015 Local Agreement to all employees.

**Local Demand 134**

Communicate Recognition Awards to Shop Chairman and Shop Committee

### **Management Answer**

Management agrees to more effectively communicate Recognition Awards to the Shop Committee

### **Local Demand 135**

Daycare coordinator

### **Management Answer**

Management will abide by the National Agreement in relation to daycare

### **Local Demand 136**

After ratification, new jackets and t-shirts with the UAW Logo

### **Management Answer**

All employee awards of recognition are reviewed by the Key 4. Any agreed upon decision will be submitted for Joint Funds approval

### **Local Demand 137**

Upgrade fitness Center and maintain

### **Management Answer**

Management is committed to maintaining a Fitness Center and its equipment for employee use. The concern regarding the matting in Plant 1 Fitness Center will be addressed. Management also recently purchased new equipment to enhance the quality of the equipment available in the fitness center. Future recommendations can be brought to management's attention. Also settles Demand 292.

### **Local Demand 138**

Coveralls, shirts, aprons to all assemblers

### **Management Answer**

Concerns regarding PPE will be handled on a case by case basis. PPE will be provided on job assignments where it is determined to be necessary, any concerns should be brought to management for resolution.

### **Local Demand 139**

Heavy duty copier for Work Center

### **Management Answer**

Management will agree to supply a copier to the Plant 1 Work Center.

### **Local Demand 140**

Robinson not to work in yellow lines unless over 5 gallon spill

### **Management Answer**

Management will continue to utilize the current method of cleaning inside departmental lines. Current Team Member responsibilities include WPO per their assigned area. Any changes to the current method will be reviewed with the Shop Committee. This also settles Demand 253.

### **Local Demand 141**

Shift times all the same

### **Management Answer**

Management will abide by Paragraph 88 of the National Agreement. This will also settle Demand 17.

### **Local Demand 142**

One radio per team

### **Management Answer**

Management will continue to utilize existing area radios, the current allotted radios are deemed to be adequate.

### **Local Demand 143**

Ice machines all Departments

#### **Management Answer**

It has been determined that the current number of ice machines in the plants is adequate for the existing Plant population. Management will continue to ensure that the current machines are maintained and operational. Management agrees to relocate the ice machine currently located at P-14 in Plant 1 to a mutually agreed upon location.

### **Local Demand 144**

Bring back engine test

#### **Management Answer**

This work is not currently done at the Tonawanda Engine plant, it was previously determined that this work would no longer be done at this site. Any future changes to the current operating plan will be based on a positive business case for the Company.

### **Local Demand 145**

Management doesn't fix pay in timely manner, they pay employee \$50.00 for each day

#### **Management Answer**

Management will follow the 2015 GM/UAW National Agreement Contract provisions regarding pay shortages. Any specific concerns should be brought to management for resolution in a timely manner. GL STS documents will incorporate completing TKS daily.

### **Local Demand 148**

Management will train people who wish to learn jobs; ex tear downs so they are not disadvantaged for OT 30 days time limit

## **Management Answer**

The Local Parties mutually understand and have agreed to make a reasonable effort to train Assembly Line employees in their respective Teardown/ Salvage areas following the method below.

1. Management agrees to train employees from the equalization group where the Teardown/Salvage group belongs in seniority order on their respective shifts based on available manpower and/or current business needs.
2. Management will train one employee at a time from the employees who come forward and express their wishes to be trained in writing based on the following criteria.
  - i. By agreeing to the training they also acknowledge that based on being certified per GMS guidelines ( 3/4 Harveyballed) in Teardowns/ Salvage they will be subject to being scheduled to work Saturdays and/or layoff weeks in order of overtime hours should work be available.
3. Once the employee is fully certified in the Teardown/Salvage process, management will then identify and commence training the next highest seniority employee who has formally expressed and agreed to be trained.
4. Management will have advance discussions with the Local Union Representative prior to limiting the number of certified Teardown/Salvage operators per shift based on changing business needs

## **Local Demand 149**

More gages and backup gages

## **Management Answer**



Management is committed to supplying employees with the tools required to complete their tasks, this is a joint concern and we will address this issue to a positive resolution.

**Local Demand 151**

Return Team Room adjacent to Team 12 back to Assembly

**Management Answer**

Management agrees to deep clean the North End Team Room in GenV Assy Area. Also settles Demand 291.

## **SKILLED TRADES DEMANDS**

**Local Demand 152**

Clerk is Salary person

**Management Answer**

Management recognizes that this function is not bargaining unit work and will fill the Skilled Trades overtime clerk position with a salary or contract employee.

**Local Demand 153**

Canvas daily for weekly OT

**Management Answer**

Management will schedule weekly overtime using the employee's desire codes as outlined in the Skilled Trades overtime policy (Demand 267) and the Skilled Trades Section of the Local Paragraph 71: Administration rules-Recording Procedure.

**Local Demand 154**

Schedule must be posted by noon on Thursday and no changes made.

### **Management Answer**

Management agrees to have the weekend Skilled Trades overtime list posted by 1:30 pm on Thursday unless circumstances beyond our control arise that may cause a delay. Management does not agree that changes can not be made to the overtime list after it is posted on Thursday. Management will agree that Skilled Trades employees can not be forced to work Saturday if they are not notified via the OT list by the 3:00PM revision on Thursday.

### **Local Demand 155**

No forcing after posting of overtime list.

### **Management Answer**

Management agrees to have the weekend Skilled Trades overtime list posted by 1:30 pm on Thursday unless circumstances beyond our control arise that may cause a delay. Management does not agree that changes can not be made to the overtime list after it is posted on Thursday. Management will agree that Skilled Trades employees can not be forced to work Saturday if they are not notified via the OT list by the 3:00PM revision on Thursday.

### **Local Demand 157**

Charge for all hours offered or worked.

### **Management Answer**

Management agrees to charge for all overtime hours offered. Any exceptions to overtime charges will be outlined in the 2015 Local Par 71 Agreement: Charging Rules for Overtime. Any special provisions applying to Skilled Trades will be outlined in the 2015 Skilled Trades Overtime Policy.

### **Local Demand 160**

Signed agreement on implementation provisions.

### **Management Answer**

Management will abide by the 2015 GM/UAW National Agreement regarding Document 112. Any issues surrounding Doc 112 implementation that can't be resolved by the Local Parties will be brought to the National Parties for clarification.

### **Local Demand 161**

Each department is staffed with at least one of each of the core trades.

### **Management Answer**

This demand is resolved on the basis that in accordance with Document 112 of the National Agreement and the excerpts from the minutes of the Skilled Trades Subcommittee subject: Doc 63 and 112 clarification- the Skilled Trades teams will be comprised of the proper mechanical Skilled Trades classifications until versatility training has been completed. After versatility training is completed, Management will make every effort to ensure that teams are comprised of the proper skill sets. Furthermore, new Skilled Trades employees will be placed into local core mechanical classifications and placed into an appropriate core mechanical team.

### **Local Demand 162**

Advance notice of specific date OK'd.

### **Management Answer**

If an employee requests for a potentially scheduled weekend overtime day off in advance, Management will review the request on a case by case basis. The employee should give the request to the appropriate management representative in their group.

### **Local Demand 164**

Willing to work but not asked counts toward 3rd Saturday.

**Management Answer**

Mgt. will abide by Plan A in the 2015 National Agreement

**Local Demand 165**

Able to use VP instead of VR to cover time.

**Management Answer**

If an employee is required to work on Saturday, a VP can be used to cover Saturday if prior approval was granted from the employee's Group Leader. In order to use a VP advance notice must be given in order to properly approve and it must fall within the allowable vacation allowance requirement for the day.

**Local Demand 166**

No forcing with Trades on layoff.

**Management Answer**

Management will follow the 2015 National Agreement.

**Local Demand 167**

Exhaust all possible OT options before force (overs, unders, doubles).

**Management Answer**

The practice for scheduling skilled trades overtime is outlined in the 2015 Skilled Trades Overtime Policy

**Local Demand 168**

No force if approved VP on Monday or Friday

**Management Answer**

This demand will be settled based on Paragraph 71 Agreement.

**Local Demand 169**

Mgt. post Plan A or B selection by January 15 of current year.

**Management Answer**

Pursuant to the terms of the Memorandum of Understanding on overtime in the National Agreement, Management will notify the Local Union by January 15th each year whether the overtime will be scheduled on the basis of Plan A or Plan B.

**Local Demand 170**

Hoist Inspection.

**Management Answer**

Management agrees that all Hoist Inspection work is UAW Skilled Trades work except the pre-use hoist inspection.

**Local Demand 171**

Truck Repair.

**Management Answer**

The Truck repair classification will remain Red Circled and all work associated with the truck repair classification will transition to a qualified 3rd party. Management agrees to provide a drop off location in each plant for equipment that needs to be transported to the truck repair shop. UAW employees will take the equipment to the drop off point in their respective plants and the 3rd party will then transport the equipment from the drop off location to the truck repair shop. This demand also settles demands 207,208,209.

**Local Demand 172**

Facilities.

**Management Answer**

Management will abide by the 2015 GM/UAW National Agreement in accordance with Document 159.

**Local Demand 173**

Former laborer work assignments

**Management Answer**

Management will abide by the GM/UAW National Agreement in accordance with Document 57. The parties have agreed to exit Janitorial/Laborers; all functions performed. The chipping out of process equipment in order to perform maintenance work still belongs to the bargaining unit.

**Local Demand 174**

All outside trades prove qualifications and union card holder

**Management Answer**

Management will abide by the 2015 GM/UAW National Agreement. The security sign in log can be used to verify which contractors are on site.

**Local Demand 175**

Total cost of each Doc 159 contract to be provided to Local Union. Both quotes/Final Cost

**Management Answer**

Management will abide by the 2015 GM/UAW National Agreement and provide information as it is made available.

**Local Demand 176**

Mgt. provide the Local with full and complete contracts before any work begins.

**Management Answer**

Management will abide by the 2015 GM/UAW National Agreement and provide information as it is made available.

**Local Demand 178**

Increase pay.

**Management Answer**

Management will follow the 2015 GM/UAW National Agreement for the Team Leader pay rate.

**Local Demand 180**

Not allowed to work in their trade

**Management Answer**

The Maintenance Team Leader is allowed to work within their mechanical / electrical trade in emergency breakdown situations when all team members of the same trade within his/her business team are already assigned and working on a job. The Maintenance Team Leader can also work with his/her Team Members as required to provide training and additional support if needed.

**Local Demand 181**

All Team Leaders be permanent

**Management Answer**

Management reserves the right to use temporary Team Leaders in areas that are not part of the business teams.

**Local Demand 182**

All local MOU's are void unless re-validated.

**Management Answer**

Management will review all MOU's with the Local UAW and re-validate accordingly.

**Local Demand 183**

All posted for Review.

### **Management Answer**

Management will provide an electronic copy of all Locally approved MOU's to the Local Shop Committee.

### **Local Demand 184**

Update and publish current LOD's

### **Management Answer**

182. Management will abide by the provisions of the 2015 GM/UAW National Agreement when dealing with Paragraph 182. When issues arise, they can be brought to the STAC Meeting for resolution

### **Local Demand 185**

Include Team leaders.

### **Management Answer**

Management will abide by the provisions of the 2015 GM/UAW National Agreement when dealing with Paragraph 182. When issues arise, they can be brought to the STAC Meeting for resolution. The functions and duties of the maintenance team leader is outlined in the team leader roles and responsibilities.

### **Local Demand 186**

Mgt. recognizes LOD Committee as Governing body.

### **Management Answer**

Management will abide by the provisions of the 2015 GM/UAW National Agreement when dealing with Paragraph 182. When issues arise, they can be brought to the STAC Meeting for resolution.



**Local Demand 187**

STAC has equal number of Union and Salary members.

**Management Answer**

Management has in attendance the area manager and shift leaders for maintenance group at the weekly STAC meetings. These members help support and are able to answer questions and updates for the union. Management agrees to invite at least two UAW representatives to the STAC meeting to address the issues.

**Local Demand 188**

Establish and maintain a local Sourcing Committee.

**Management Answer**

Management will abide by Appendix L of the National Agreement. The committee will be comprised of 2 Management employees and 2 UAW employees (must be current Doc 46 or elected officials). If skilled trades related issues are being discussed, a third UAW member from skilled trades organization (either a Doc 46 or elected official) can participate on the committee also.

**Local Demand 189**

Establish and maintain a Subcontracting/Asset Repair Committee.

**Management Answer**

The Local Parties have agreed to develop an Asset Repair Process. Utilizing the Maintenance Core Team Member, Maintenance Team Leaders, and Group Leaders a process which outlines the methods and guidelines for the repair and disposition of process related assets will be developed and put in place. Management will abide by the GM-UAW National Agreement Par 183d. It is the intent to follow the Asset Repair

Process and any disputes will be settled by Skilled Trades Committeeperson and the GM Labor Representative.

**Local Demand 190**

Establish and maintain a Spare Parts Committee

**Management Answer**

When Team Members have inquiries about spare parts, they should be brought up at the Level 4/5 BPD meetings so they can be properly addressed.

**Local Demand 191**

Begin process to add Apprentices to the head count.

**Management Answer**

When it is determined that apprentices are required the local Apprentice Committee will abide by the applicable provisions of the 2015 GM-UAW National Agreement

**Local Demand 192**

Reinstate Program per NYS guidelines

**Management Answer**

Management will abide by the applicable provisions of the 2015 GM-UAW National Agreement

**Local Demand 193**

Replace any Apprentices that fail to complete program for any reason

**Management Answer**

Management will abide by the applicable provisions of the 2015 GM-UAW National Agreement

**Local Demand 194**

Provide additional lockers on the floor.

**Management Answer**

Management agrees to a joint review of Skilled Trades lockers on the manufacturing floor within 30 days of ratification. The parties will review what type of storage is required for fall hazard equipment, ESWP equipment, etc. If it is determined that more storage is needed to comply with GMS requirements, Management will agree to provide the required storage lockers or cabinets.

**Local Demand 196**

Provide privacy in Plant 5 shower area

**Management Answer**

Management will agree to provide a privacy partition in the Plant 5 shower / bathroom area

**Local Demand 197**

Regular deep cleaning of showers and locker rooms

**Management Answer**

A cleaning schedule of showers and locker rooms will be provided and all showers and locker rooms will be cleaned and maintained on a regular basis. Any issues surrounding unsatisfactory conditions in the locker room areas should be brought to labor relations.

**Local Demand 199**

Skilled Trades-All past demands will be abided by

**Management Answer**

This demand will be settled with demand 116.

**Local Demand 200**

Skilled Trades-Trades in production return to their trade

**Management Answer**

Management will abide by the 2015 GM/UAW National Agreement including Appendix A.

**Local Demand 201**

All Skilled Trades layoffs are by seniority, no departmental layoffs.

**Management Answer**

Settled based on 2015 Local Seniority Agreement

**Local Demand 202**

No contractors working onsite with any trades laid off, including ISL unless mutually agreed

**Management Answer**

Management will follow Paragraph 183D and Document 159 of the 2015 GM-UAW National Agreement

**Local Demand 203**

12 hours.

**Management Answer**

This demand is settled based on Demand #205 Settlement

**Local Demand 204**

12 hours for all trades

**Management Answer**

This demand is settled based on Demand #205 Settlement

**Local Demand 205**

Abide by Doc 160.

**Management Answer**

The parties have agreed that it is in the best interest of the Company and the Union to fully engage Bargaining Unit Employees in the performance of Skilled Trades work at the Tonawanda facility. To this end, Management has assured the Union that every attempt will be made to accomplish skilled trades work with Bargaining Unit personnel prior to subcontracting work.

When normal and historical work is scheduled to be performed by outside contractors, management will offer the impacted skilled trades equalization group employees the following:

Monday through Friday- For each day of the week when the contractor is scheduled for eight (8) hours or less, the impacted trade equal to the number of contractors will be offered two (2) hours of daily overtime.

Monday through Friday- For each day of the week when the contractor is scheduled to work in excess of eight (8) hours the impacted trade equal to the number of contractors will be offered the same hours plus two (2) additional hours.

Saturdays – when the contractor is scheduled to work, the impacted trade equal to the number of contractors, will be offered the same hours plus two (2) additional hours (Minimum of eight (8) hours).

Sundays and/or Holidays – when the contractor is scheduled to work, the impacted trade equal to the number of contractors, will be offered the same hours plus two (2) additional hours (Minimum of eight (8) hours).

This also settles demands 203,204 and 206

### **Local Demand 206**

Abide by past Demand 43 of 2003 LA

### **Management Answer**

This demand is settled based on Demand #205 Settlement

**Local Demand 207**

Assign to business team instead of WFG

**Management Answer**

Management reviewed the effectiveness, efficiency and alignment of the Truck Repair operations and determined that it should continue to report to WFG at this time.

**Local Demand 208**

Un-red circle and populate

**Management Answer**

Management will continue to transition out of Truck Repair-Gas, electric and Diesel Classification and work will be performed by a third party, on site during and after the transition period. Employees currently assigned to this classification-Gas, electric and Diesel will continue to be offered the opportunity to enter as a mechanical or electrical JIT program within Powertrain. Employees who elect not to enter a JIT program will be "red circled" and allowed to maintain their classification status until retirement or business conditions require a reduction in manpower.

**Local Demand 209**

Schedule on all shifts when production is working.

**Management Answer**

Management does not recognize a business need to staff Truck Repair on all 3 shifts at this time

**Local Demand 211**

All direct orders be reduced to writing

**Management Answer**

Management will follow the employee safety concern process when dealing with a safety issue and follow the appropriate escalation process (TON 66005) with regards to other work related concerns

### **Local Demand 212**

Skilled Trades-Job Openings

#### **Management Answer**

Management will post all skilled trades primary openings at least (3) days prior to filling any position. Vacancies created by primary moves will be filled by the transfer request list.

### **Local Demand 214**

Sheetmetal Shop.

#### **Management Answer**

Management agrees to do a joint review within 60 days of ratification of the 2015 Local Agreement of the current equipment and determine the areas where replacement/upgrades are needed as well as determining where the best location for the equipment will be. Management will provide the necessary equipment to facilitate the qualified personnel in performing their trade's function. This review will take place between the Personnel Director, Manufacturing Engineering Manager, Shop Chairman and Skilled Trades Committee person.

### **Local Demand 215**

Tool Room.

#### **Management Answer**

Management agrees to do a joint review within 60 days of ratification of the 2015 Local Agreement of the current equipment and determine the areas where replacement/upgrades are needed as well as determining where the best location for the equipment will

be. Management will provide the necessary equipment to facilitate the qualified personnel in performing their trade's function. This review will take place between the Personnel Director, Manufacturing Engineering Manager, Shop Chairman and Skilled Trades Committeeperson.

### **Local Demand 216**

Machine Shop.

### **Management Answer**

Management agrees to do a joint review within 60 days of ratification of the 2015 Local Agreement of the current equipment and determine the areas where replacement/upgrades are needed as well as determining where the best location for the equipment will be. Management will provide the necessary equipment to facilitate the qualified personnel in performing their trade's function. This review will take place between the Personnel Director, Manufacturing Engineering Manager, Shop Chairman and Skilled Trades Committeeperson

### **Local Demand 217**

Cutter Grind.

### **Management Answer**

Management agrees to do a joint review within 60 days of ratification of the 2015 Local Agreement of the current equipment and determine the areas where replacement/upgrades are needed as well as determining where the best location for the equipment will be. Management will provide the necessary equipment to facilitate the qualified personnel in performing their trade's function. This review will take place between the Personnel Director, Manufacturing Engineering Manager, Shop Chairman and Skilled Trades Committeeperson

### **Local Demand 218**

Maintenance area in each business team.



### **Management Answer**

Management agrees to do a joint review within 60 days of ratification of the 2015 Local Agreement of the current equipment and determine the areas where replacement/upgrades are needed as well as determining where the best location for the equipment will be. Management will provide the necessary equipment to facilitate the qualified personnel in performing their trade's function. This review will take place between the Personnel Director, Manufacturing Engineering Manager, Shop Chairman and Skilled Trades Committee person

### **Local Demand 219**

Carpenter Shop

### **Management Answer**

Management agrees to do a joint review within 60 days of ratification of the 2015 Local Agreement of the current equipment and determine the areas where replacement/upgrades are needed as well as determining where the best location for the equipment will be. Management will provide the necessary equipment to facilitate the qualified personnel in performing their trade's function. This review will take place between the Personnel Director, Manufacturing Engineering Manager, Shop Chairman and Skilled Trades Committee person

### **Local Demand 220**

Millwright Shops

### **Management Answer**

Management agrees to do a joint review within 60 days of ratification of the 2015 Local Agreement of the current equipment and determine the areas where replacement/upgrades are needed as well as determining where the best location for the equipment will

be. Management will provide the necessary equipment to facilitate the qualified personnel in performing their trade's function. This review will take place between the Personnel Director, Manufacturing Engineering Manager, Shop Chairman and Skilled Trades Committeeperson

### **Local Demand 221**

Hydraulics.

### **Management Answer**

The Local Parties have agreed to develop an Asset Repair Process. Utilizing the Maintenance Core Team Member, Maintenance Team Leaders, and Group Leaders a process which outlines the methods and guidelines for the repair and disposition of process related assets will be developed and put in place. Management will abide by the GM-UAW National Agreement. It is the intent to follow the Asset Repair Process and any disputes will be settled by Skilled Trades Committeeperson and GM Labor Representative.

### **Local Demand 222**

Gearbox.

### **Management Answer**

The Local Parties have agreed to develop an Asset Repair Process. Utilizing the Maintenance Core Team Member, Maintenance Team Leaders, and Group Leaders a process which outlines the methods and guidelines for the repair and disposition of process related assets will be developed and put in place. Management will abide by the GM-UAW National Agreement. It is the intent to follow the Asset Repair Process and any disputes will be settled by Skilled Trades Committeeperson and GM Labor Representative.

### **Local Demand 223**

## Electric Motors

### **Management Answer**

The Local Parties have agreed to develop an Asset Repair Process. Utilizing the Maintenance Core Team Member, Maintenance Team Leaders, and Group Leaders a process which outlines the methods and guidelines for the repair and disposition of process related assets will be developed and put in place. Management will abide by the GM-UAW National Agreement. It is the intent to follow the Asset Repair Process and any disputes will be settled by Skilled Trades Committeeperson and GM Labor Representative.

### **Local Demand 224**

Creform.

### **Management Answer**

Management recognizes that our Local Trades may need to repair and/or construct part holding racks, carts, etc. out of creform or other similar materials. This is part of Area Maintenance responsibilities and a dedicated staffed crib is not required

### **Local Demand 225**

Coolant pump.

### **Management Answer**

The Local Parties have agreed to develop an Asset Repair Process. Utilizing the Maintenance Core Team Member, Maintenance Team Leaders, and Group Leaders a process which outlines the methods and guidelines for the repair and disposition of process related assets will be developed and put in place. Management will abide by the GM-UAW National Agreement. It is the intent to follow the Asset Repair Process and any disputes will be settled by Skilled Trades Committeeperson and GM Labor Representative.

**Local Demand 226**

Projects

**Management Answer**

If it is determined that our Local Trades need specific equipment or materials to complete a project, Management will supply the necessary equipment and materials needed. A dedicated project crib is not required.

**Local Demand 227**

Reduce length of time required to stay when exercised

**Management Answer**

Management agrees to allow Skilled Trades employees to exercise a shift preference once every six months. This is outlined in the 2015 Local Shift Preference Agreement.

**Local Demand 231**

Provide coverage for all shifts- Truck Repair, Facilities and A/C crib

**Management Answer**

Management reserves the right to staff Facilities and Truck Repair in order to operate effectively and meet business needs. Management does not see a need to staff these departments on three shifts at this time. A/C repairs fall under Doc 159 language of the 2015 GM/UAW National Agreement.

**Local Demand 232**

Skilled Trades-Clothing and Boot allowance increase

**Management Answer**

Management will increase In progression clothing allowance to equal Traditional employee allowance. There will be no

increase to Traditional employee allotment. This also settles demands 35,38,232

### **Local Demand 233**

All have zippered pockets.

### **Management Answer**

During these negotiations the parties discussed issues related to washing, quality and availability of coveralls and agreed to establish a joint committee within 30 days of ratification of the 2015 Local Agreement to review and determine an appropriate course of action. Skilled trades team members will continue to have the availability of Plan A or Plan B.

### **Local Demand 234**

Increase weekly allowances

### **Management Answer**

During these negotiations the parties discussed issues related to washing, quality and availability of coveralls and agreed to establish a joint committee within 30 days of ratification of the 2015 Local Agreement to review and determine an appropriate course of action. Skilled trades team members will continue to have the availability of Plan A or Plan B.

### **Local Demand 235**

Provide laundry facilities.

### **Management Answer**

During these negotiations the parties discussed issues related to washing, quality and availability of coveralls and agreed to establish a joint committee within 30 days of ratification of the 2015 Local Agreement to review and determine an appropriate course of action. Skilled trades team members will continue to have the availability of Plan A or Plan B.

**Local Demand 236**

Increase quality.

**Management Answer**

During these negotiations the parties discussed issues related to washing, quality and availability of coveralls and agreed to establish a joint committee within 30 days of ratification of the 2015 Local Agreement to review and determine an appropriate course of action. Skilled trades team members will continue to have the availability of Plan A or Plan B

**Local Demand 237**

Provide all clothing and equipment required by ESWP guidelines

**Management Answer**

Management continues to evaluate the clothing requirements in line with ESWP guidelines and will provide ESWP clothing that will allow properly trained Skilled Trades members the ability to perform their job.

**Local Demand 238**

Identify Salary ESWP clothing with a GM patch or other method to determine status at a glance

**Management Answer**

Management does not agree to a unique identifier for salaried employees that require ESWP clothing.

**Local Demand 239**

Provide ESWP for any Tradesperson that request it.

**Management Answer**

Management will issue ESWP clothing to properly trained individuals that require it as part of their job assignment.

**Local Demand 240**

Notify Trades of manpower needs for shut down 120 days in advance.

**Management Answer**

Management will abide by the 2015 GM/UAW National Agreement.

**Local Demand 241**

All trades willing to work but not allowed, based on the advanced notice number, to be considered on layoff, NOT vacation.

**Management Answer**

Management will abide by the 2015 GM- UAW National Agreement when dealing with shutdown period vacations.

**Local Demand 242**

No one can be forced to work if a greater number are needed than projected in advanced notification.

**Management Answer**

Management will abide by the 2105 GM/UAW National Agreement when dealing with the shutdown vacation period.

**Local Demand 243**

Once numbers are finalized, allow trades to volunteer to work or take vacation as required.

**Management Answer**

Management will abide by the 2015 GM- UAW National Agreement when dealing with shutdown period vacations.

**Local Demand 244**

No forced weekend work during Shut down

**Management Answer**

Management will abide by the 2015 Skilled Trades Overtime Policy when scheduling weekend overtime.

**Local Demand 245**

If production is running, hours worked follow production rules, not shutdown.



### **Management Answer**

Management will abide by the 2015 GM/UAW National Agreement along with the STAC when scheduling the shutdown period.

### **Local Demand 246**

Provide new vehicles

### **Management Answer**

Specific issues involving inter and intra plant transportation should be brought to the STAC meeting so it can be jointly reviewed by management and the Local Union.

### **Local Demand 247**

Provide covered vehicles for inter plant use.

### **Management Answer**

Specific issues involving inter and intra plant transportation should be brought to the STAC meeting so it can be jointly reviewed by management and the Local Union.

### **Local Demand 248**

Increase the number of vehicles

### **Management Answer**

Specific issues involving inter and intra plant transportation should be brought to the STAC meeting so it can be jointly reviewed by management and the Local Union

### **Local Demand 249**

Mgt. provide an up to date list of all active service agreements

### **Management Answer**

Management will abide by Paragraph 183D (Process Related Equipment) of the 2015 GM/UAW National Agreement and

provide a copy of all active service agreements to the Local Union.

#### **Local Demand 250**

Mgt. provide an up to date list of all contemplated service agreements.

#### **Management Answer**

Management will abide by Paragraph 183D (Process related Equipment) of the 2015 GM/UAW National Agreement and provide a copy of all contemplated service agreements to the Local Union.

#### **Local Demand 252**

Return to UAW or use card carrying Union painters.

#### **Management Answer**

Management will follow the guidelines of Doc 159 of the 2015 GM/UAW National Agreement in regards to major/minor painting. Management will agree to use unionized painters when 3rd party painting work is being performed.

#### **Local Demand 253**

No cleaning inside the machine floor especially on equipment or machines

#### **Management Answer**

Management agrees that cleaning which is incidental to an equipment repair or related to an equipment process is UAW work. Deep cleaning of washers during a washer dump is 3rd party work while the transport, set up and disconnecting of required equipment remains UAW Skilled Trades work.

#### **Local Demand 254**

Cold patching is UAW Skilled Trades Work

### **Management Answer**

Management will abide by the 2015 GM/UAW National Agreement and follow the provisions of Document 159.

### **Local Demand 255**

Provide all required training to perform job requirements

### **Management Answer**

Management will provide the required training needed to perform skilled trades job assignments

### **Local Demand 256**

Review proposed training material with affected trades before purchasing.

### **Management Answer**

Management proposed skilled trades training is developed and reviewed by the joint resource team made up of both UAW and management representatives and floor personnel will be consulted as required. Management will continue to evaluate the training needs of the business along with the recommendations and involvement of the Local UAW.

### **Local Demand 257**

Provide training to all trades persons acquiring work from red circle agreements

### **Management Answer**

Management is currently working on initiatives involving the Red Circle Agreements. Management will provide training needs that are required and schedule training accordingly.

### **Local Demand 258**

Eliminate Safety training which is not required as part of a classification duties

### **Management Answer**

Management will review all Safety Training requirements and assign accordingly to the proper Skilled Trades classifications.

### **Local Demand 259**

Skilled Trades- Combine Carpenter classification and all duties with the Millwright classification

### **Management Answer**

The employee currently assigned to the carpenter classification will be offered the opportunity to be placed as a JIT into a mechanical trade. The minor carpentry elements under Doc 159 would be retained by the mechanical trades.

### **Local Demand 260**

Provide language covering vacations falling between Jan 1 and the approval date

### **Management Answer**

Individuals requesting vacation from January 1 prior to the vacation approval date should make such requests through their group leader. Requests will be handled on a case by case basis in line with seniority.

### **Local Demand 261**

Abide by para 202H and 220 of NA.

### **Management Answer**

Management will abide by the 2015 GM/UAW National Agreement.

### **Local Demand 262**

Skilled Trades-all postings be dated and signed or noted by authoritative party(Labor Relations, STAC

**Management Answer**

Management will grant this demand.

**Local Demand 263**

Skilled Trades-No outsourcing of work when trades are in production

**Management Answer**

Management will follow the 2015 GM/UAW National Agreement

**Local Demand 264**

Skilled Trades-Reinstate Quality Auditor classification

**Management Answer**

Management will abide by the 2015 GM/UAW National Agreement

**Local Demand 265**

Skilled Trades-Populate Hi cycle and train under MOU

**Management Answer**

Management will follow the MOU dated 4/23/07 in regards to the PPT classification. Management will provide the required training for the mechanical trades in order to perform the required PPT work.

**Local Demand 266**

Skilled Trades-Provide language to count either Saturday or Sunday worked as a 2 out of 3 requirement

**Management Answer**

Management will follow Plan A of the 2015 National Agreement.

### **Local Demand 267**

Skilled Trades- Establish fair and equitable desire codes

#### **Management Answer**

Management has provided the 2015 Skilled Trades overtime policy which outlines the desire codes.

### **Local Demand 268**

Install Fall Hazard Protection tie off points above all equipment which may require Fall Hazard Protection

#### **Management Answer**

A new piece of equipment has been purchase to assist in tying off to a proper anchor points. This piece of equipment is on site and job instructions will be written. The Joint Training Group (Mgt and UAW) will be incorporating this new piece of equipment in to the required fall hazard safety training.

### **Local Demand 269**

Skilled Trades- Lighting to be maintained and cleaned by trades

#### **Management Answer**

Management will abide by the provisions Paragraph 183D and Document 159 in the 2015 GM/UAW National Agreement.

### **Local Demand 270**

Skilled Trades- Repair oil leaks timely.

#### **Management Answer**

Management recognizes the over riding priority of health and safety. Management will continue to make every effort to repair machine leaks in a timely manner and schedule the work accordingly

### **Local Demand 272**

Skilled Trades- open gate A-40 in plant 4.

**Management Answer**

Management does not agree to activate the turnstile in Plant 4 A-40.

**Local Demand 274**

Skilled Trades -Install separate Maximo Lights for Sheetmetal and Millwrights

**Management Answer**

The Team Leader or Group Leader will call the required parties when required

**Local Demand 276**

Skilled Trades- Eliminate Combination of Sheetmetal and Millwrights

**Management Answer**

Management will abide by the 2015 GM/UAW National Agreement

**Local Demand 277**

Populate the Sheetmetal classification

**Management Answer**

Management will abide by the 2015 GM/UAW National Agreement

**Local Demand 278**

Reinstate a Skilled trades Zone man

**Management Answer**

Management will abide by Paragraph 11 of the 2015 GM/UAW National Agreement.

**Local Demand 279**

Representation on each shift.

**Management Answer**

Management will abide by Paragraph 11 of the 2015 GM/UAW National Agreement.

**Local Demand 282**

Separate parking for non UAW vehicles like Black Lake. No premium spots designated

**Management Answer**

Management recognizes UAW concern and will establish a plant policy which determines where foreign vehicles / contractor vehicles should park on TEP property, and additionally will provide proper signage for the designated areas. This policy will be communicated to the workforce as well as outside visitors

**Local Demand 284**

All 3rd party trades park in designated area. No premium spots designated

**Management Answer**

Management recognizes UAW concern and will establish a plant policy which determines where foreign vehicles / contractor vehicles should park on TEP property, and additionally will provide proper signage for the designated areas. This policy will be communicated to the workforce as well as outside visitors.

**Local Demand 285**

Provide Engineering support on all 3 shifts

**Management Answer**



Management will staff the shifts appropriately based on business team needs.

**Local Demand 286**

A clear understanding on who is the supervisor to which one reports.

**Management Answer**

Management has Group Leaders assigned to each department. If questions arise on the reporting structure, please follow the escalation process TON 66005 for clarification.

**Local Demand 287**

Extended lunch time for Christmas, Easter, Independence Day and Labor Day

**Management Answer**

Management will continue to support employee appreciation functions determined by the Key 4.

**Local Demand 288**

Reinstate Transitional Work Center on all three shifts

**Management Answer**

Management will continue to follow the provisions of the ADAPT program as written in the National Agreement, and place employees accordingly within those guidelines. This also settles demand 67.

**Local Demand 289**

Move requested expire sept. 1 of each year

**Management Answer**

Management will update the Transfer Request List in January of each calendar year

### **Local Demand 290**

All trades new to Tonawanda receive GMS compliant tool boxes

### **Management Answer**

This demand is answered in the Tool Wagon MOU dated 3-25-2013.

### **Local Demand 291**

Return Team Rooms to their original use, not to be used as offices.

### **Management Answer**

Management agrees to deep clean the North End Team Room in Gen V Assembly Area

### **Local Demand 292**

Bring Plant 5 work fit center brought up to speed with Plant 1.

### **Management Answer**

Management is committed to maintaining a fitness center and its equipment for employee use. The concern regarding the matting in plant 1 fitness center will be addressed. Management also recently purchased new equipment to enhance the quality of the equipment available in the fitness center. Future recommendations can be brought to management's attention. Also settles Demand 137.

### **Local Demand 293**

Install basketball court outside Plant 5.

### **Management Answer**

Due to liability issues and concern for our employees we will be unable to grant this demand.

### **Local Demand 294**

Install volleyball court outside plant 5.

**Management Answer**

Due to liability issues and concern for our employees we will be unable to grant this demand.

**Local Demand 295**

Install horseshoe pits outside plant 5.

**Management Answer**

Due to liability issues and concern for our employees we will be unable to grant this demand

**Local Demand 296**

Repair recreational area outside plant 4.

**Management Answer**

Due to liability issues and concern for our employees we will be unable to grant this demand.

**2019 Local Demand Settlements**

**Local Demand 1**

The Union demands specific language that allows for members to sign up to work or not to work on a weekly basis, not "all or nothing "as it was in 2019.

**Management Answer**

Management agrees to canvas Summer Shutdown period daily by seniority provided the shutdown work has been identified and planned ...1) Canvas period will be conducted jointly two Mondays prior to the start of the Summer Shutdown period.2) The final list of employees working daily during the shutdown will be finalized the Friday of the canvas week. After the list is

finalized the employees will be locked into work unless additions to production demands are required.

### **Local Demand 2**

The Union demands that Management split the Global Supply Chain (GSC) groups by Seniority concerning Layoffs, Reductions and Shutdowns.

### **Management Answer**

At the conclusion of the LGE program, GSC will consist of one (1) department in Plant 1. In the event that Tonawanda is awarded new work to be produced in another plant, the parties will meet and mutually agree on how to address establishing new groups.

### **Local Demand 3**

The Union demands that in the event a member is reduced from his/her classification, that member transfers back to their prior classification.

### **Management Answer**

Management will follow provisions of the Local Seniority Agreement in regards to reductions. This demand also settles demands 4 and 5.

### **Local Demand 4**

The Union demands that in the event a member is reduced from his/her classification, that member transfers back to their prior classification.

### **Management Answer**

Settled with response to demand #3

### **Local Demand 5**

The Union demands that when an employee is reduced from a job within his/her plant + shift they have the right to test their

seniority within the plant + shift before they get reduced to another plant if they choose.

### **Management Answer**

Settled with response to demand #3

### **Local Demand 7**

The Union demands that assigned floaters and extras (unassigned) will pick any daily openings by seniority. Unassigned extras are seniority employees within the same equalization groups and their seniority needs to be honored. Continue practice of forcing the low unassigned floater to a permanent opening as the assigned floaters bid on being floater.

### **Management Answer**

Settled with respond to demand 75

### **Local Demand 8**

The Union demands to separate the equalization groups into three (3) equalization groups by Plant. Permanently assign floaters to each equalization group by seniority. Only separate the equalization groups if Management commits to ask for volunteers prior to forcing GSC drivers for mandatory weekend overtime (O.T.)

### **Management Answer**

At the conclusion of the LGE program, GSC will consist of one (1) department in Plant 1. In the event that Tonawanda is awarded new work to be produced in another plant, the parties will meet and mutually agree on how to address establishing new groups.

### **Local Demand 9**

The Union demands that Sunday/Holiday "Start Up Machine Floors" is Tool setter work, identify the Team Leader needs

based on the number of tool setters required. Example four (4) pillars running = four (4) tool setters + one (1) Team Leader.

### **Management Answer**

Management will continue to schedule Sunday/Holiday Startup in the machine floor departments with both team members and team leaders in line with Paragraph 71 of the National Agreement based on business needs. There is no intent to have TL or TM perform work that is outside their normal scope of responsibility.

### **Local Demand 10**

The Union demands that work within a classification should remain in that classification. An example would be if a member of block dept. is out you should go cover from the block dept. before going to the assembly line. If a team member from GSC is needed, you should stay in the classification before going to the assembly line.

### **Management Answer**

Management agrees to follow the Local Paragraph 71 agreement with respect to soliciting overtime. However, management reserves the right to assign work on straight time. This settlement also settles demand #11.

### **Local Demand 11**

The Union demands that if a team member from blocks is off or calls off, Management should have to solicit coverage from the family first. Work within a classification should remain in that classification. Currently Management is getting coverage from the line before asking tool setters to stay over/come in early.

### **Management Answer**

Settled with response to demand #10

### **Local Demand 12**

Union demands Management does not outsource work of machined parts. Example Heads, Blocks or Cranks used in Tonawanda production as a means to circumvent overtime.

**Management Answer**

Management agrees to follow the UAW/GM National Agreement when it comes to Sourcing. When situations arise that necessitate the temporary purchase of parts that are currently manufactured at Tonawanda, the Shop Committee will be notified as far in advance as possible. If these parts are to be manufactured by another UAW/GM plant on overtime hours, the UAW may present a business plan for consideration to produce the parts locally. This resolves demands 19 and 62

**Local Demand 13**

The Union demands that Management does not charge members on Union business who are not offered to work overtime.

**Management Answer**

This demand will be resolved by the 2019 Paragraph 71 agreement.

**Local Demand 14**

The Union demands Management to canvas members on or returning from Union business, for overtime.

**Management Answer**

Management agrees to make it the responsibility of the employee going on leave for union business to have a conversation with his/her group leader prior to leaving on Union Business about their availability to work overtime when they return to the plant. Available overtime will be offered in line with paragraph 71.

**Local Demand 17**

The Union demands that Management recognize Sunday/Holiday "Early Start" is 2nd shift Overtime.

### **Management Answer**

When Sunday/Holiday early start up work is available, management will first offer all overtime hours to the Afternoon shift employees. Management reserves the right to force the Midnight shift employees to work 1 hour early of overtime as outline in Plan A of the National Agreement.

### **Local Demand 18**

The Union demands that Appointed, Doc 46, Alternates, charged for O.T. offered. Should read The Union demands that Appointed Doc 46 Alternates are charged for O.T. offered.

### **Management Answer**

This demand will be resolved by the 2019 Paragraph 71 agreement.

### **Local Demand 20**

The Union demands that before forcing production, make every attempt to get someone to cover, even look for doubles.

### **Management Answer**

Tonawanda will continue to follow Plan A as outlined in the 2019 UAW-GM National Agreement however, management agrees to establish a process for overtime whereby job capable employees can sign up for weekend overtime in an effort to minimize forcing employees to work.

- 1) An overtime sign-up sheet (for production employees) will be posted each week in a designated area on Monday and taken down on end of each shift Thursday. All employees that wish to be offered to work overtime for the following week will be required to sign up on this sheet. Any employee that



does not sign up will not be considered for voluntary overtime during the following week. Management will offer overtime based on the list provided in order of equalization. Those who don't sign up, will be charged all available hours to this equalization group. \*Production only

- 2) Management will offer all weekend overtime in the sequence as outlined in the local paragraph 71 agreement (up to a maximum of 16 hours).
- 3) Employees that have their weekend overtime covered by another employee will not be required to use VP or VR time to cover the overtime but will have all available overtime charged as per paragraph 71 guidelines \*Production & Skilled Trades
- 4) When the vacation allotment has been exhausted for Saturday, additional employees will be offered to be relieved from their Plan A requirements if volunteers are found based on the list provided. Where not all employees requested the weekend off can be accommodated, Plan A will be in affect.
- 5) Under normal crcumstances all employees required to work the weekend will be notified prior to last break Thursday
- 6) Issues with the above process will be raised at our regular Shop Committee meetins and will be jointly resolved.
- 7) The language will be reflected in paragraph 71.

The parties have mutually agreed to the following provisions to satisfy Union Demands #20 and # 82 and management initiatives:

Dunnage Washing-

The local parties agree that dunnage washing duties will no longer be considered bargaining unit work and will be transferred to 3<sup>rd</sup> party upon a new product line being awarded to Tonawanda that creates an equal to or greater

amount of equally compensated jobs (currently defined as standard OTS full time). At the start of regular production, all dunnage washing positions will be reduced in accordance with the local agreement. It is understood that all material handling to and from the dunnage washer within the GM facility will remain GM-UAW 774 bargaining work

#### Quality Sort Operators-

The local parties agree that the quality sort operator duties in the ESEP area will no longer be considered bargaining unit work and will be transferred to 3<sup>rd</sup> party upon a new product line being awarded to Tonawanda that creates an to or greater amount of equally compensated jobs (currently defined as standard OTS full time) At the start of regular production, all the above-mentioned requirement for GM quality sort operation to work ESEP area will be eliminated. The rest of the enhanced supplier engagement process memorandum of understanding will remain unchanged. It is understood that all material handling to and from the ESEP area within the GM facility will remain GM-UAW 774 bargaining work.

#### Commitment to Doc 70-

The local parties agree to put in place provisions set forth in doc 70 of the UAW-GM National Agreement. In the event the Tonawanda site is awarded a new program or new product allocation; new assembly lines will freeze movement in or out of the department until 3 months after SORP, and new machine floor departments will freeze movement in or out of their departments until 6 months after SORP. Shift preference within the department during this time frame will still be honored.

#### **Local Demand 21**

The Union demands that Management should not schedule overtime on the day of the UAW family picnic each summer so that everyone can attend.

**Management Answer**

Management will follow Plan A of the 2019 GM-UAW National Agreement. Any deviations to accommodate for the UAW family picnic will be discussed at Key 4.

**Local Demand 22**

The Union demands that Management stop charging for Over/Under. Only charge for offers with in your own shift. Production only.

**Management Answer**

This demand will be resolved by the 2019 Paragraph 71 agreement.

**Local Demand 23**

The Union demands that all hours worked or in training for the Confined Space/ Hazmat Rescue Team be charged back to department OT group. \*Trades

**Management Answer**

Management agrees to continue the practice of charging all overtime hours worked back to the department OT group. This will also settle demand #24.

**Local Demand 24**

The Union demands that all overtime worked or in training for the Confined Space/ Hazmat Rescue Team be charged back to department OT group.

**Management Answer**

Settled with response to demand #23

**Local Demand 26**

The Union demands that if a member cannot be in plant, then they should not get charged. (90 day out)

**Management Answer**

This demand will be resolved by the 2019 Paragraph 71 agreement.

#### **Local Demand 27**

The Union demands that Management stop charging for overtime on jobs you are not qualified for and don't know.

#### **Management Answer**

Management agrees to not charge for overtime refused outside of an employee's regular equalization group. This also settles demand # 28.

#### **Local Demand 28**

The Union demands that Management does not charge overtime for teams that you have no knowledge of as per overtime purposes.

#### **Management Answer**

Demand resolved with settlement of demand #27

#### **Local Demand 30**

The Union demands that all 63a and 63b openings are posted on Union board.

#### **Management Answer**

Management will continue the practice of posting Primary job openings only. This also settles demand # 34, 35.

#### **Local Demand 33**

The Union demands that Management add posting areas for larger departments. Communicate when postings are available.

#### **Management Answer**

Management agrees to add 1 new posting board in both HD Crank and HD block departments.

**Local Demand 36**

The Union demands that the Core Team Leader Memorandum of Understanding (MOU) reflect seniority as part of the scoring like the Team Leader (TL) MOU does.

**Management Answer**

This demand will be settled based on the 2019 Core Team Member Selection Process. This also settles demand # 45

**Local Demand 37**

The Union demands that the backup Team Leader (TL) from high seniority to letting them change back up every year with a lower seniority if they want it.

**Management Answer**

This demand is settled based on settlement of Demand 50.

**Local Demand 38**

The Union demands that term Limits placed on TL, remove "Permanent Team Leader" from language.

**Management Answer**

This demand will be resolved by the 2019 Permanent Team Leader agreement.

**Local Demand 39**

The Union demands that TL should have a term limit not to exceed 18 months.

**Management Answer**

This demand will be resolved by the 2019 Permanent Team Leader agreement.

**Local Demand 43**

The Union demands that back up team leader is paid TL rate whenever a TL is not present whether they fill the role or are forced to work their regular job.

**Management Answer**

Management agrees when an employee is temporarily transferred to a higher rated job (Team Leader) on any given day the employee will be compensated at the higher rate for all hours worked on that day, providing the employee works on such higher rated job for one hour or more. This will replace local demand #79 of the 2015 Tonawanda Local Agreement.

**Local Demand 44**

The Union demands that TL should have term limits of 18 months. After 18 months the job is reposted for the dept. Can sign back up at the end of term.

**Management Answer**

This demand will be resolved by the 2019 Permanent Team Leader agreement.

**Local Demand 45**

The Union demands that CTL MOU Interview, Job Performance, Discipline\Absenteeism, Seniority, and a Math Test. (Add seniority to MOU)

**Management Answer**

Settled with response to demand #36

**Local Demand 46**

The Union demands that Team Members vote for who they want as a Team Leader from candidates that reached minimum point threshold.

**Management Answer**

This demand will be resolved by the 2019 Permanent Team Leader agreement.

**Local Demand 47**

The Union demands that Management open movement for TL for inter dept move when TL job comes available regardless of shift. Move by seniority

**Management Answer**

This demand will be resolved by the 2019 Permanent Team Leader agreement.

**Local Demand 49**

The Union demands that launch TL Roles and Responsibilities are PPAP, MRO, setting up studies, any and all N=studies. Any TL that comes on the launch as a regular Team Leader will take on the responsibilities as like a Launch Team Leader.

**Management Answer**

Settled with Demand # 56

**Local Demand 50**

The Union demands that Management eliminate Back Up Team Leader Language. Use over and under to fill the need of Team Leader, with Team Leader from off shifts. Respect TL classification like any other classification.

**Management Answer**

Demand has been settled based on 2019 Back Up Team leader Language.

**Local Demand 52**

The Union demands an Inter Dept Job Posting for openings and shift preference created openings. All shifts the same.

**Management Answer**

Management agrees to continue the current practice of posting department openings resulting from open jobs filled by plant postings, awarded through 63A/B's or shift preferences as follows...The primary opening created due to plant job

postings, 63A/B's or shift preferences will be posted on shift on the Monday of the week the moves become effective as per the move letter. The internal posting will be posted by the District Committeeperson on shift Monday thru Wednesday and the successful applicant will be placed in the posted position on Thursday of that week where possible based on training. Any subsequent openings created as a result of filling the posted position will be filled using the same process.

### **Local Demand 53**

The Union demands that when an In Progression member has same Plant seniority OGM date (Gm/Delphi) is tie breaker-current practice, put into Local Agreement.

### **Management Answer**

Management agrees to continue the practice of using plant seniority where seniority is used as a determining factor. Where a tie in plant seniority exists the tie breakers will be OGM date and then alphabetically using last name at hire into General Motors. (Production Only) This also settles demand #70

### **Local Demand 56**

The Union demands that Management provide Specific Language as to production part approval process (PPAP), MRO [definition?] within TL and TM work lines of demarcation.

### **Management Answer**

Team Leaders and Team Members will follow their respective Roles and Responsibilities with regards to PPAP and MRO process. Launch Team Leader and Permanent Team Leaders will be responsible for all activities including PPAP & MRO's during the launch period until Tool Setters (198) are added to the department. Once Tool Setters are added to the department, this work belongs to the Tool Setter classification group.



**Local Demand 57**

The Union demands that "Training Language" put back into Local Page 64 of 2003 Local. Management removed without UAW consent stating that it was a Policy. UAW position is it was agreed to and should remain as previously mutually agreed.

**Management Answer**

All past demands, agreement, MOUs and policies that have been previously agreed upon will remain in effect unless they are superseded by the 2019 Local Agreement or any mutually agreed to language after they were originally written. This also settles Local Demand #69.

**Local Demand 60**

The Union demands that, the Local Agreement, when referencing one gender or another, unless the language specifically relates to a gender, be revised to reflect gender neutral language consistent with the National Agreement and the UAW Constitution.

**Management Answer**

Management and the local UAW will jointly approve references to gender in the 2019 Local Agreement. All efforts will be made to reflect gender neutrality where possible.

**Local Demand 62**

The Union demands that Management adheres to the past practice of fully utilizing machine floors when supplementing parts from other GM locations. (Weekend work)

**Management Answer**

This demand will be settled based on the settlement of demand #12.

**Local Demand 63**

The Union demands that voluntarily going home due to overstaffing/temporary part-time (TPT) be done by equalization list instead of seniority.

**Management Answer**

Management agrees to following practice when asking for volunteers to go home...During straight time hours, volunteers will be asked in seniority order starting with highest seniority. During overtime situations volunteers will be asked starting with the highest hour employee working within the equalization group.

**Local Demand 64**

The Union demands that Management time studies must be provided to membership whenever job cut initiatives are implemented. Also make available plant standards that are used in these calculations.

**Management Answer**

The mutually agreed upon time study tools (APS for Production and GMAS for GSC) feed directly into the SOS document used to determine job elements. SOS's are reviewed and verified with TL's when job efficiencies are being implemented. This information will be made available to all Team Leaders and Team Members during the implementation stage.

**Local Demand 65**

The Union demands that Management provide 15 minutes notice for any early breaks or lunch- add to current early break language.

**Management Answer**

In an effort to run production in a fair and equitable manner for all parties concerned, management will adhere to the following procedure under normal circumstances where applicable with respect to calling early breaks or lunch. Any

variance to this procedure will be communicated to the area Committee person in advance.

- i. Early morning break cannot be called within the first hour of the regularly scheduled start of shift time.
- ii. Early lunch cannot be called more than half hour early.
- iii. Early afternoon break cannot be called earlier than one hour after lunch break.
- iv. Committee person is notified of all early lunch/break decisions.
- v. Management will make every effort to notify both affected employees and the area committee person of the early break as soon as possible.

### **Local Demand 66**

The Union demands that in the case of Force Reduction, Shift Level or Shift Preference, move people even if they are out on compensation or leave.

### **Management Answer**

Management will not move people, by seniority or otherwise, while on sick leave or any other leave of absence, including a 30-day disciplinary layoff (Excluding disciplinary layoffs for less than 30 days), where the employee is not active and able to move on the date required.

### **Local Demand 68**

The Union demands that Management keep all Demands, Agreements and Policies unless mutually agreed on to remove.

### **Management Answer**

All past demands, agreements, MOU's, and policies that have been previously agreed upon will remain in effect unless they

are superseded by the 2019 local Agreement or any mutually agreed to language after they were originally written.

#### **Local Demand 70**

The Union demands that the language for hired name, not married name, counts towards seniority.

#### **Management Answer**

Management agrees to use "Last Name at Hire" on record for the purpose of breaking a tie in seniority.

#### **Local Demand 71**

The Union demands that all Sunday travel day pays double time even if not working.

#### **Management Answer**

Employees that are required to travel for mandatory training will be paid the appropriate rate for the day(s) of travel.

#### **Local Demand 72**

The Union demands that Management remove (\*) asterisks in the penalty progression.

#### **Management Answer**

Management agrees to remove the \* attached to Shop Rule # 18. In addition, shop rule # 18 will be placed into a category 2 violation for the Shop Rules on page 173 in the Local Agreement. #5B on page 174 of the Local Agreement will have Shop Rule 18 removed from the list of rules given.

#### **Local Demand 73**

The Union demands that language pertaining to job consolidation, as to how employees follow their work and bid on that work by seniority.

#### **Management Answer**

Employees will have the right to follow their work to any job that their current job duties are transferred to, seniority permitting.

#### **Local Demand 74**

The Union demands Launch Team Leader language for testing, interview etc.

#### **Management Answer**

Launch Team Leader testing will be the same as PTL testing.

#### **Local Demand 75**

The Union demands Floater Language for all departments are a routed job that is posted - honor seniority. Or all new employees are extras and there are no routed floater jobs. Need consistency across the Plants, Depts and shifts.

#### **Management Answer**

Going forward the term "Floater" will be replaced with the term "Extra" and be handled as follows in the Assembly and GSC departments: 1. Extra positions will be posted only when replacing an Extra, or an addition to the established number of Extra on the shift. 2. Extra jobs will be considered as one group when there is a reduction in the established number of Extras in the department and shift. 3. When an employee lands on a shift, they will be considered an Extra. 4. When there is a job opening that no volunteers sign up for, the lowest seniority Extra will be forced to the posted opening.

#### **Local Demand 77**

The Union demands that Management settle all grievances, pay all grievances.

#### **Management Answer**

Management will continue to follow the grievance procedure as outlined in the 2019 GM-UAW National Agreement. The

local parties will review to resolution all grievances up to the grievance cut-off date for 2019 Local Negotiations.

**Local Demand 78**

The Union demands that Management Coach and Council before penalty.

**Management Answer**

Management agrees to a daily huddle to be worked out between the District Committeeperson and the department Shift Leader where details of employees entered into HCC can be discussed.

**Local Demand 81**

The Union demands that Management increase the number of employees allowed off on a given day for vacation whenever temporary part time employees are allowed.

**Management Answer**

Part-time employees that are trained and assigned to an area will be considered as part of the headcount for the area they are assigned in for determining vacation allotment.

**Local Demand 82**

The Union demands that Management does not take VR/VP for Saturday if someone else to covers the need.

**Management Answer**

This also settles demand #20.

**Local Demand 88**

The Union demands that parking lot should have more speed bumps.

**Management Answer**

Management agrees to jointly review the need for additional speed bumps with the facilities group.

#### **Local Demand 89**

The Union demands that Management provide and maintain self-monitoring blood pressure machines and weight scales in both plants 1 and 5. These will be placed in an area agreed to by the shop committee. Management will not remove these pieces of equipment without written permission of the Shop Committee.

#### **Management Answer**

Any decisions regarding the self-monitoring blood pressure machines and weight scales in plant 1 and 5 will be discussed and resolved at Key 4.

#### **Local Demand 90**

The Union demands that Management drop four (4) point Plan on PPE and increase to seven (7) shirts and seven (7) pants every six (6) months. A better system to place orders(s)-current system does not work.

#### **Management Answer**

Settled with response to demand #140

#### **Local Demand 92**

The Union demands that Management replace Aramark for Uniform/clothing or establish an employee reimbursement program from personal protective equipment (PPE) clothing allowance. Machine Floor members and Skilled Trades members.

#### **Management Answer**

Settled with demand #140

#### **Local Demand 94**

The Union demands the clothing store allotment be increased to \$250 for clothes, \$150 for boots, total \$400.00.

**Management Answer**

Clothing Store demands are withdrawn as a result of demand settlement 97. This also settles demand 95

**Local Demand 97**

The Union demands \$150.00 towards shoe increase dollar amount for Clothes. \*Trades.

**Management Answer**

The Company agrees to increase the annual shoe allowance for all hourly employees with seniority to \$225, which will be effective after the ratification of the 2019 Local Agreement. In doing so, the Company and Union agree that clothing allowance was eliminated by the 2019 National Agreement. This settlement also closes demands 94 and 95

**Local Demand 101**

The Union demands that Management set a date to print and distribute Local Agreement not to exceed 120 days from ratification.

**Management Answer**

The local joint parties will work together to establish a distribution date for the 2019 Local Agreement.

**Local Demand 102**

The Union demands that Management must notify Shop Committee 30 days in advance of any job reduction or consolidation.

**Management Answer**

Productivity improvements will continue to be discussed with the local Shop Committee during their Friday Area Managers meetings as far in advance as possible.



**Local Demand 106**

The Union demands that the number of people working (both Salary and Hourly) on the weekends and holidays in order to have medical coverage in the Plants be lower. Also based on Project work being done by Skilled Trades.

**Management Answer**

Management will schedule one (1) nurse for medical coverage on a Saturday, Sunday or Holiday for each shift whenever the total number of people (hourly, salary, contractors, etc.) in the building on a given shift exceeds 150.

**Local Demand 108**

The Union demands that Management establish language for "Steps for Time Studies" e.g., Engineering time study computer program, Management, Engineering, Committeeperson etc.

**Management Answer**

This demand is settled based on the settlement of demand #64.

**Local Demand 109**

The Union demands that Management change Local Demand 30- Charge for all hours- Change to charge for hours available to an employee ONLY in their equalization group. Refusal of hours offered outside of employees' equalization group does not get charged.

**Management Answer**

This demand is settled based on settlement of demand 27.

**Local Demand 112**

The Union demands that when updated move letters come out, need copies for all members to review. Handed out by Management, Union or TM/TL in break areas for employee/team to review.

**Management Answer**

Management agrees to continue the current process in regard to posting of move letters on union boards. Management will continue to notify all affected employees as outlined in the local Shift Preference Agreement.

**Local Demand 113**

The Union demands that Management maintain a program to eliminate the pigeon problems in the Plants in an expedient manner.

**Management Answer**

Management agrees to explore different options to help eliminate the pigeon problems in the plant.

**Local Demand 114**

The Union demands Management allow "Riverside Credit Union" to have and maintain an ATM in both Plant 1 and Plant 5.

**Management Answer**

Management agrees to allow Riverside Credit Union to have and maintain an ATM in both Plant 1 and Plant 5.

**Local Demand 117**

The Union demands that Management add date and time to Andon boards.

**Management Answer**

Management will look into the feasibility of adding Date and Time to TV Monitor style Andon Boards.

**Local Demand 119**

The Union demands that Management improve Communications on change over and machine fixes, all have been lost with three (3) shifts. Many times, we spin our wheels because of lack of communication. Need better system to communicate.

**Management Answer**

Management agrees to evaluate and review various options to implement a carry-over system between each pillar in all machining departments to improve communication between shifts.

**Local Demand 120**

The Union demands that Management update our wellness center (Gyms) and bring back our wellness center trainer.

**Management Answer**

Management is committed to maintaining a Fitness Center and its equipment for employee use. The on-site Wellness Rep has been brought back. Future recommendations can be brought to management's attention for resolution.

**Local Demand 122**

The Union demands that when trades are being brought into work in Maintenance Team Leader (MTL) area, MTL should be brought in. Regardless of # of Trades brought in.

**Management Answer**

Management will continue to staff area trades including MTL based on business needs. Management commits to not perform MTL work in the absence of a MTL in that area and abide by the MTL agreement language

**Local Demand 127**

The Union demands a list of all Purchase Order Requests related to process related equipment and all other equipment the UAW maintains or works on.

**Management Answer**

The Local Parties have agreed to develop an Asset Repair Process. Utilizing the Maintenance Core Team Member, Maintenance Team Leaders, and Group Leaders a process which outlines the methods and guidelines for the repair and disposition of process related assets will be developed and put in place. If the Asset Repair committee can validate and support that the work can be done in house at a reduced cost than a 3rd party vendor, it will be completed with GM-UAW 774 Skilled Trades employees. The attached format will be used for cost validation. If it is not possible to be completed in a reasonable time frame, Management will abide by the GM-UAW National Agreement Par 183d. It is the intent to follow the Asset Repair Process and any disputes will be added to the STAC agenda to be discussed on a weekly basis for expeditious resolution. This also resolves Union Demands # 128, 129 and 135

**Local Demand 128**

The Union demands a list of all Indirect Material purchases as related to process related assets and their repair and all other equipment the UAW maintains or works on.

**Management Answer**

Resolved with demand 127

**Local Demand 129**

The Union demands a list of all purchased parts for process related equipment and all other equipment the UAW maintains or works on.

**Management Answer**

Resolved with demand 127

**Local Demand 131**

The Union demands that Management will properly staff the tool room machine shop equally with tool makers and machine repairmen to prevent all outsourcing of tool room work and machine shop work.

**Management Answer**

Management will staff each shift in the Tool Room with a minimum of 1 Tool Maker and 1 Machine Repair on all 3 shifts. These openings will be posted and filled by seniority within 30 days of ratification of the Local Agreement. The attached Memorandum of Understanding will replace the 3 current MOUs as our operating plan for the Tool Room going forward.

**Local Demand 133**

The Union demands a Full time UAW Skilled Trades representative for outsourcing.

**Management Answer**

Settled with Demand 54

**Local Demand 135**

The Union demands that Management must provide the assets repair committee with purchase orders for 183d review.

**Management Answer**

Resolved with demand 127

**Local Demand 137**

The Union demands that no 3rd party trades work and break areas outside of plant. Example Trailers

**Management Answer**

The current 3rd party contractor area located near HD Cranks will have their equipment and team areas moved. This will be set up as the asset repair area as defined in demand 189 in the

2015 Local Agreement. The current Maintenance Shop will remain unchanged.

### **Local Demand 138**

The Union demands better Training for Skilled Trades on New Technology. Controls engineers went through training for Gen V but a handful of electricians received training. Un trained electricians will be asked to troubleshoot. Better training for trades needed.

### **Management Answer**

Management will provide the proper training for the electricians to effectively troubleshoot and do their jobs.

### **Local Demand 139**

The Union demands that Management will not allow OEMs or 3rd party to perform work on process related equipment. UAW Trades must perform the work. OEMS and 3rd party will only provide support to UAW trades, including warranty work. UAW will receive the proper training with this process.

### **Management Answer**

Management will abide by skilled trades demand 11 of the 1999 local agreement.

### **Local Demand 140**

The Union demands that Management will provide 8 sets of clothing per skilled trades employee.

### **Management Answer**

Management is committed to a Protective Clothing program that works for our Skilled Trades and Machine Floor employees. As such the plant is putting into to place the following protective clothing plans. Plan A- Yearly purchase program for both Machine Floor Tool- Setters, Teardown and Skilled Trades employees.

- purchase shirts/pants/coveralls (6 Point system)- no

laundrying service.

Plan B- For Skilled Trades employees only-

- Shirts, pants or coverall exchange program with lockers and laundry service.

\*The intent of this program is to provide clean clothes on a daily basis.

This also satisfies UAW 774 Local Demands: 141, 142, 143, 144 and 145

### **Local Demand 141**

The Union demands that Management will provide \$250.00 for the purchase of Skilled Trades safety shoes.

### **Management Answer**

See demand 140 for settlement

### **Local Demand 142**

The Union demands that Management will provide \$500.00 per employee for work clothes.

### **Management Answer**

See demand 140 for settlement

### **Local Demand 143**

The Union demands that Management update the coverall program to prior levels. Coverall with higher quality with zippers and pockets.

### **Management Answer**

See demand 140 for settlement

### **Local Demand 144**

The Union demands that Management provide a method for laundrying of work clothes. (Shirts and pants) with exchange of dedicated clothing.

**Management Answer**

See demand 140 for settlement

**Local Demand 145**

The Union demands protective clothing exchange for all trades. (like Electrician)

**Management Answer**

See demand 140 for settlement

**Local Demand 146**

The Union demands that Management increase protective clothing allowance to five (5) units shirts pants or coveralls per week.

**Management Answer**

See demand 140 for settlement

**Local Demand 148**

The Union demands UAW Skilled Trades respond to all Facilities related calls, for the purpose of evaluation.

**Management Answer**

159 work will be responded to by the appropriate 3rd party. Exited work will be done by the appropriate group and not the responsibility of UAW skilled trades.

**Local Demand 149**

The Union demands that Management allow Skilled Trades to participate in ADAPT program.

**Management Answer**

Management will not put any restrictions on Skilled Trades employee's ability to participate in the ADAPT program.



**Local Demand 150**

The Union demands that all past demands will be abided by unless superseded by 2019 settlements.

**Management Answer**

Settled with demand 68

**Local Demand 151**

The Union demands that Management will abide by all past and present Local Agreements.

**Management Answer**

Settled with demand 68

**Local Demand 156**

The Union demands that Management will approve \$100,000.00 for shop equipment each year.

**Management Answer**

Based on demand settlements 214, 215 and 216 in the 2015 in the Local Agreement, Management has agreed to replace two pieces of equipment that have been considered beyond repair: CNC Plasma Cutter & Iron Worker. These items will be industrial grade USA equipment if feasible. This will be done approximately 6 months upon ratification. Management will continue to repair/replace existing shop equipment as needed.

**Local Demand 157**

The Union demands that concerning Apprenticeship-to roll out "SOJL" [defined?] paperwork to the journey people prior to the apprentice, so the journey person knows what to teach and is what is expected of them to sign off on. Not that it's a surprise "sign this". We have no idea what apprentices are trained on or know as they rotate.

**Management Answer**

The Joint Apprentice Committee will establish a process to review apprentice training expectations and SOJL's with assigned journey persons.

**Local Demand 158**

The Union demands that every product area is a separate department and can be bid on by seniority.

**Management Answer**

Management determines the skilled trades teams and/or areas of assignment. When there is a permanent opening in any of these teams and/or areas of assignment, a posting for the primary position will be made. The highest seniority applicant within the department, shift and applicable trade will be awarded the position. The secondary opening will be awarded to the highest seniority card on file. All subsequent openings will be filled at Management's discretion. It is understood that when teams are restructured or modified, postings will not be required. Management reserves the right to assign work to skilled trades in other areas as needed. Overtime equalization will remain the same and will abide by Paragraph 71 in the Local Agreement.

**Local Demand 159**

Employee granted a Friday Vacation Day will not be required on work Saturday or Sunday of the same week. (Emergency status)

**Management Answer**

If Friday was a pre-approved vacation day and the employee made it known that they desired the weekend off when making application, both Saturday and Sunday will be excused for the week of the approved vacation period. Friday absence must be coded with VP, VR or ATO when Saturday is excused.

**Local Demand 160**

The Union demands that Management make every attempt to cover all skilled trades absences and vacations.

**Management Answer**

Management will consider coverage needs based on the following criteria: known vacations/training/leaves, production priorities and additional work requirements in order to ensure adequate coverage to maintain the appropriate staffing of Skilled Trades employees.

This settles demands #163, 170, 171, 173 and 174

**Local Demand 161**

The Union demands that Management will not be allowed to add hours after Thursday at 1:00 pm to employee forced. e.g., Thursday forced 8 hours then increase to 12 on Friday list.

**Management Answer**

Management will notify the employees of their expected working hours by the designated time on Thursday.

**Local Demand 162**

The Union demands that Management provide a full complement of Skilled Trades for Sunday/Holiday Start Up. e.g., Tool Repair and Machine Repair not included for startup in Gen V and Sheet Metal has a full team on.

**Management Answer**

Settled with demand #160

**Local Demand 163**

The Union demands that Management should cover all absent trades employees with overs and under.

**Management Answer**

Settled with demand #160

**Local Demand 165**

The Union demands that OT list should be done at a timely matter we had that before.

**Management Answer**

All skilled trades employees will be notified of the forced OT schedule no later than 30 minutes prior to the end of their scheduled shift on Thursday.

**Local Demand 166**

The Union demands that Management will call proper core trade for work assignment.

**Management Answer**

Management will follow the 2019 White Book Agreement Excerpts from the Minutes of Skilled Trades Subcommittee  
Subject: Mechanical Versatility

**Local Demand 169**

The Union demands that machine repair be represented in the tool room/ machine shop as in the past.

**Management Answer**

Settled with response to demand #131

**Local Demand 170**

The Union demands that Management cover all full week vacations.

**Management Answer**

Settled with demand #160

**Local Demand 171**

The Union demands that Management cover all sick leaves greater than seven (7) days.

**Management Answer**

Settled with demand #160

**Local Demand 173**

The Union demands that Management cover trades fully if four (4) trades are needed and two (2) trades are off, ask for two (2) trades to work OT.

**Management Answer**

Settled with demand #160

**Local Demand 174**

The Union demands that Management man up shifts properly by replacing injured/ vacationing/ suspend sick trades person one for one, with overtime over and under.

**Management Answer**

Settled with demand #160

**Local Demand 176**

The Union demands Full Utilization 7-12's (Doc 160)

**Management Answer**

Demand 205 from the 2015 Local agreement stays intact except for the Settlement for the 2019 Demands 176 and 177 as written below:

The parties have agreed that is in the best interest of the Company and the union to fully engage Bargaining Unit Employees in the performance of Skilled Trades work at the Tonawanda facility. To this end, Management has assured the Union that every attempt will be made to accomplish skilled trades work with Bargaining unit personnel prior to subcontracting work.

When normal and historical work is scheduled to be performed by outside contractors, management will offer the impacted skilled trades equalization group employees the

following: \_

Monday through Friday- For each day of the week when the contractor is scheduled for eight (8) hours or less, the impacted trade(s) equal to the number of contractors will be offered two (2) hours of daily overtime.

Monday through Friday- For each day of the week when the contractor is scheduled to work in excess of eight (8) hours the impacted trade(s) equal to the number of contractors will be offered the same hours plus two (2) additional hours.

Saturdays/Sundays/Holidays - when the contractor is scheduled to work, the entire impacted trade(s) will be offered the same hours plus two (2) additional hours.  
(Minimum of eight (8) hours)

\*Settlement above reflects the agreed upon language in Detroit

### **Local Demand 177**

The Union demands that when work is scheduled to be performed by outside contractors Management will offer the entire impacted skilled trades equalization group 12 hours seven (7) days a week. (Doc 160)

### **Management Answer**

Settled with demand #176

# **PLANT RULES/REGULATIONS**

The purpose of these Rules and Regulations is not to restrict the rights of anyone, but to define them and protect the rights of all and insure cooperation.

## **TIME AND PAY REGULATIONS**

1. Working Hours will be established to meet production requirements.
2. Employees are to register all time worked on the Time and Attendance System. SHOULD YOU FAIL to ring your badge, call it to your Supervisor's attention as soon as possible. Repeated failure to ring your badge within the same pay period, or frequent failure to ring may result in a penalty. Overtime will be paid only on authorization by Group Leader or Shift Leader.
3. Deduction for late rings will be made as follows: One (1) tenth of an hour will be deducted for each six (6) minutes late or fraction thereof.
4. Lost, mutilated, or severely soiled badges must be replaced. Report to the Security Department as soon as possible to obtain a new identification badge.

## **SAFETY RULES AND FIRST AID**

5. Safety rules and common safety practices must be followed to protect yourself and fellow workers.
6. In case of injury, no matter how slight, be sure to obtain first aid treatment at once at the plant medical department.
7. Do not allow anyone to remove foreign bodies from your eyes or treat any injury, outside of regular first aid rooms.

## **GENERAL REGULATIONS**

8. Package passes must be secured from the appropriate personnel or remove any property, except lunch boxes and clothing belonging to the employee. Any article belonging to the Company must be accompanied by shipper and invoice made by the Shipping Department. Security Officers are required to inspect all packages.

# SHOP RULES

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

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



### **Shop Rules**

14. Possession of weapons on Company premises at any time.
15. Refusal to obey orders of foremen or other supervision.
16. Refusal or failure to do job assignment. (Do the work assigned to you and follow instruction; any complaint may be taken up later through the regular channels.)
17. Unauthorized operation of machine, tools or equipment.
18. Making scrap unnecessarily, or careless workmanship.
19. Horseplay, scuffling, running or throwing things.
20. Wasting time loitering in toilets or on any Company property during working hours.
21. Smoking except in specifically designated areas and during specified periods.
22. Threatening, intimidating, coercing or interfering with employees or supervision at any time.
23. Unauthorized soliciting or collecting contributions for any purpose whatsoever during working time.
24. Unauthorized distribution of literature, written or printed matter of any description in working areas on Company premises during working time.
25. Posting or removal of notices, signs, or writing in any form on bulletin boards or Company property at any time without specific authority of Management.
26. Misuse or removal from the premises without proper authorization of employee lists, blue prints, Company records, or confidential information of any nature.
27. Gambling, lottery or any other game of chance on Company premises at any time.
28. Abuse, misuse, or deliberate destruction of Company property, tools, equipment or other property of employees in any manner.

29. Restricting output.
30. The making or publishing of malicious statements concerning any employee, the Company or its products.
31. Abusive language to any employee or supervisor.
32. Fighting on the premises at any time.
33. Theft or misappropriation of property of employees or of the Company
34. Possession of, or drinking of, liquor or any alcoholic beverage on Company property at any time. Reporting for work under influence of alcohol, when suffering from alcoholic hangover, or in an unsafe condition.
35. Sabotage.
36. Disregard of safety rules or common safety practices.
37. Assignment of wages or frequent garnishments.
38. Immoral conduct or indecency.
39. Throwing refuse or objects on the floors or out the windows.
40. Repeated violations of shop or safety rules.
41. Littering, or contributing to poor housekeeping, unsanitary, or unsafe conditions on plant premises.
42. Use, possession, distribution, sale or offering for sale, of narcotics or dangerous drugs including marijuana or any hallucinate agents, on Company property at any time. Reporting for work under the influence of narcotics or dangerous drugs.

**SPECIAL PROCEDURE FOR ATTENDANCE- AS  
MANDATED BY THE GM-UAW NATIONAL  
AGREEMENT, MEMORANDUM OF  
UNDERSTANDING:**

Employees who are absent without reasonable cause will be subject to the (Doc 8 of the National Agreement) Shop Rule #8 disciplinary progression as follows:

**ATTENDANCE CORRECTIVE ACTION STEPS**

<b>STEP</b>	<b>Absence/Instance</b>	<b>Action</b>
1	First	First Written Warning
2	Second	Second Written Warning
3	Third	Ref to Work/Family Rep.; B+1 week DLO
4	Fourth	Required meeting with Work/Family Rep B+2 weeks DLO
5	Fifth	B+30 day DLO
6	Sixth	Discharge

The disciplinary records for attendance are totally separate from the other shop rules. The corrective action steps should be written on the standard disciplinary form and also sent to Industrial Relations. It should be noted that employees rights to representation fall under Par. (76)(a) of the National Agreement for the ATTENDANCE CORRECTIVE ACTION STEPS. Availability of the Work/Family Program should be made known to employees during these latter steps.

## **GUIDELINES FOR SUSPENDED LOST TIME DISCIPLINE PROCEDURES**

For the purpose of issuing formal discipline under the "Suspended Lost Time Discipline Procedure" the Tonawanda Engine Plant Shop Rules have been divided into three (3) categories.

### **Category #1**

1, 2, 4\*, 5, 7, 8, 9, 11, 12, 13, 17,, 19, 20, 21, 22\*, 23, 24, 25, 27, 28\*, 30\*, 31\*, 36\*, 37, 39, 41

### **Category #2**

3\*, 6\*, 15, 16, 18, 29, 32\*, 34\*, 38\*

### **Category #3**

10\*, 14, 26, 33, 35, 40, 42\*

<b>Posted To Employee Record</b>	<b>Shop Rule Category #1 Lost Time</b>	<b>Shop Rule Category #2 Lost Time</b>
Written Reprimand	None	Not Applicable
BOS + 1 Day	None	BOS
BOS + 3 days	None	BOS
BOS + 1 Week	BOS + 1 Day	BOS + 1 Day
BOS + 2 Weeks	BOS + 3 Days	BOS + 3 Days
BOS + 30 Days	BOS + 30 Days	BOS + 30 Days
Discharge	Discharge	Discharge

(It is important that **EACH ASSESSMENT OF CORRECTIVE DISCIPLINE BE ACCOMPANIED BY APPROPRIATE COUNSELING** by supervision.)

Refer to the following page prior to assessing discipline.

## \*NOTES

1. When evaluating a violation of a Category #1 or Category #2 Shop Rule, the procedures outlined on the chart above provides the guidelines for the assessment of formal discipline.
2. When assessing discipline for violation of a Category #3 Shop Rule, discharge is normally warranted. However, unless the facts support immediate discharge, the employee must be "suspended" until Labor Relations can be obtained. In some instances, violation of a Category #3 Shop Rule(s) results in discipline less severe than discharge. For example, Shop Rule 42 may warrant Category #2 or Category #3 treatment based upon the seriousness of the violation.
3. Consistent with established practice, the amount of discipline to be posted to an employee's record and lost time to be served, if any, will be based upon (1) employee's prior disciplinary record, (2) the amount of time since the last infraction and (3) the nature and seriousness of the current violation. Concurrently, if appropriate, the extent of lost time to be assessed will also depend upon whether the current Shop Rule violation falls under Category #1, #2, or #3.
4. Shop Rule 10 may be applicable to temporary employees where the contractual termination of Seniority provisions of the National Agreement do not apply.
5. In administering the above procedure, the following exceptions should be applied:
  - A. When assessing discipline for violation of Shop Rule 34 to an employee with no applicable prior disciplinary record, the posting to the record should reflect a minimum of the Balance of Shift and Two (2) Days and the Lost Time should include the minimum of the Balance of the Shift disciplinary layoff and counseling by supervision.
  - B. Shop rules 4, 22, 28, 30, 31, and 36 may warrant Category #1, #2, or #3 treatment based upon the seriousness of the violation.
  - C. When assessing discipline for violation of Shop rules 3, 6, 32, or 38 to an employee with no applicable prior disciplinary record, the posting to the disciplinary record should reflect a minimum of the Balance of Shift and One (1) Week and the Lost time should include a minimum of the Balance Shift and Three (3) Days disciplinary layoff and counseling by supervision.

## **AGREEMENT MODIFICATION AND TERMINATION**

This Agreement, which includes designated Local Seniority Agreement, Local Third Shift Agreement, Local Shift Preference Agreement, Local Paragraph 71 Agreement, Local Wage Agreement, Local Operating Philosophy, Local ESEP Agreement, Local GSC Operating Agreement, Local BUTL Agreement, Local PTL Agreement, 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.