

**2019
LOCAL
AGREEMENTS
BETWEEN
UAW LOCAL 211
&
GM-DEFIANCE GLOBAL
PROPULSION SYSTEMS**



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TELEPHONE DIRECTORY

TELEPHONE DIRECTORY

UAW LOCAL 211 LEADERSHIP

Executive Board Officers/Union Hall (419) 784-5399

(866) 786-5399

Keith Boecker	President
Larry Cooper	Vice President
Lisa Crossland	Recording Secretary
Sheri Baker	Financial Sec/Treasurer
Ivan Burgei	Trustee
Bob Gill	Trustee
Dave Ward	Trustee
Danny Green	Sergeant-at-Arms
Caleb Witchey	Guide
Ted Fleming	Retiree Chapter President

District Shop Committee and Alternate Committeepersons

Robbie Egnor	Chairperson	(419) 784-7280
Danny Maynard	District 1-A	(419) 784-7356
Alan Stucker	District 2-A	(419) 784-7619
Brian Brellahan	District 2-A Alternate	(419) 784-7543
Victor Lopez	District 3-A Alternate	(419) 784-7279

Local 211 International Union Appointed Representatives

Rick Boecker	Health & Safety	(419) 784-7466
Ken Haase	Alternate Health & Safety	
Clifford King	IHT/JET	(419) 784-7113

Tonya Huss	JTR/GMS/Sugg/Comm	(419) 784-7727
Steven Rieger	JAR/ADAPT/HRD/EPS/Work Family	(419) 784-7102
Robert Searfoss	Benefits	(419) 784-7750
TBD	Alternate Benefits	(419) 784-7750
Anthony Fairchild	Appr Comm Chairperson	(419) 784-7630
Jason Hoffman	Alt Appr Comm Chairperson	(419) 784-7630

ADDITIONAL PHONE LISTINGS

Plant Emergency	(419) 784-7911
Legal Services	(800) 482-7700
Absence call in	(800) 222-8889
ADAPT-hourly	(419) 784-7102
Apprentice	(419) 784-7630
Benefits	(419) 784-7750
Suggestions/Communications	(419) 784-7727
Training/Skill Center	(419) 784-7727
GMS-hourly	(419) 784-7727
Overtime Availability:	
Dept. 410,411,420,430,440,450	(419) 784-7758
Dept. 520	(419) 784-7710
Dept. 533	(419) 784-7343
Dept. 118	(419) 784-7401
Personnel/Labor	(419) 784-7149
Security:	(419) 782-7010
Lobby	(419) 784-7400
Truck gate	(419) 784-7236
Guard shack	
Work Centers:	
Plant 1	(419) 784-7279
Plant 2	(419) 784-7543

Midwest Community Credit Union	(419) 783-6500
Local 211 Union Hall Fax	(419) 784-5838

HEALTH CARE RESOURCES

GM National Benefits Center:

Sickness & Accident	(800) 489-4646
Pension Administration Center	(800) 489-4646
Personal Savings Plan (PSP)	(800) 489-4646
Supplemental Unemployment Benefits	(800) 489-4646
Life Insurance	(800) 489-4646
Anthem Blue Cross-Customer service	(800) 482-2210
Beacon Health Options (Mental Health/Substance abuse)	(800) 235-2302
Delta Dental	(800) 524-0149
CVS Caremark Prescription Services	(844) 379-1671
Medicare	(800) 633-4227
Express Scripts	(877) 782-7862
Davis Vision	(888) 672-8393

GM VEHICLE RESOURCES

GM Family First/Vehicle Purchase Plan System	(800) 235-4646
GM Parts Discount	(855) 462-2737
GM Financial	(800) 327-6278
Motors Insurance Corp (MIC)-Allstate Employee Vehicle Customer Assistance (EVAC)	(800) 642-6464
Buick	(800) 521-7300
Cadillac	(800) 458-8006
Chevrolet	(800) 222-1020
GMC	(800) 462-8782

WEBSITES

Local 211 Union	www.uawlocal211.com
GM Sharepoint	www.powertrain.gm.com/portal/manufacturing/plants/defiance
GM Socrates	www.socrates.gm.com
GM Socrates-Retiree	www.gm.com/alumni
ADP Ipay	www.portal001.globalview.adp.com/gm
CVS Caremark	
Prescription Services	www.caremark.com
Life Steps	www.lifesteps.com
Sedgwick	www.mysedgwick.com

LOCAL WAGE AGREEMENT

2019 LOCAL WAGE AGREEMENT

This Agreement entered into this 22nd day of December 2021 between the Global Propulsion Systems, Defiance Plant, General Motors LLC. and the UAW Local 211, covers the wage scale by job classification and rules pertaining thereto. The following classifications cover all the jobs in the plant that the above local represents.

SECTION I – RATE INCREASES

To facilitate the accounting procedure of increasing the rate of employees after they have been employed for either thirty (30) or ninety (90) days, it is mutually agreed that if such rate increases would be due them on Monday, Tuesday, or Wednesday, it will become effective on Monday; while if the effective date falls on Thursday, Friday, or Saturday, it will become effective the following Monday. This is applicable only to the automatic increases.

SECTION II – RATE ACCORDINGLY

Employees shall be paid according to the job performed as determined each shift.

SECTION III – RATE BY CLASSIFICATION

When an employee hired prior to October 16, 2007 is assigned to another classification, he/she will be paid the rate of the highest paid classification performed each shift. If an employee is assigned in the existing pay period classification work for a continuous one (1) hour or more, which was a higher wage rate than the other work he/she performs in this shift pay period, he/she will be paid the higher classification rate for the entire shift. This is to supplement not circumvent Section VII, A5, of the Local Seniority Agreement, treatment of employees. Employees

who's pay rate is being changed will be verbally notified by the group leader.

SECTION IV – NEW CLASSIFICATIONS

New job classifications shall be added as needed in accordance with the applicable provisions of the National Agreement. [Par. 102 N.A.]

SECTION V – WAGE RATE COMPLIANCE

The Union accepts these wage rates as full compliance with all wage requirements of the UAW-GM National Agreement of October 16, 2019 and all Supplements thereto.

SECTION VI – TEAM LEADER RATE

Team leaders shall be paid in accordance with Par. 101C of the 2019 UAW-GM National Agreement.

New employees shall be paid in accordance with the 2019 UAW-GM National and Local Agreements.

- A. An employee who is rehired will be paid in accordance with Paragraph 98b of the 2019 UAW-GM National and Local Agreements.

SECTION VII – WAGE TABLES

Local Wage Agreement (Production)

<u>CLASSIFICATION</u>	<u>OCCUP. CODE</u>	<u>OCT. 2019 – SEP 13, 2020</u>	<u>SEP 14, 2020 – SEP 18, 2022</u>	<u>SEP 19, 2022</u>
<u>Precision Sand Technician/Operator</u>	<u>81SS</u>	<u>\$30.60</u>	<u>\$31.52</u>	<u>\$32.47</u>
<u>Pre-Machining Technician</u>	<u>81X</u>			

<u>Semi-Permanent Mold Technician</u>	<u>81TT</u>	<u>\$30.60</u>	<u>\$31.52</u>	<u>\$32.47</u>
<u>Truck</u>	<u>81A</u>			
<u>Semi-Permanent Mold Technician</u>	<u>81TT</u>			
<u>Truck</u>	<u>81A</u>			
<u>Switchman</u>	<u>81HH</u>			
<u>Heavy Equipment</u>	<u>81JJ</u>			
<u>AQL Special Assignment</u>	<u>81GG</u>			
<u>Stockroom</u>	<u>81KK</u>			
<u>Clerk</u>	<u>81PP</u>			
<u>Tool Cleaner</u>	<u>81OO</u>			
<u>Dust Control</u>	<u>81QQ</u>	<u>\$30.72</u>	<u>\$31.64</u>	<u>\$32.59</u>
<u>Water Treatment Operator</u>	<u>81BB</u>			
<u>Precision Sand Tech/Operator Leader</u>	<u>810L</u>	<u>\$31.60</u>	<u>\$32.52</u>	<u>\$33.47</u>
<u>Non-Foundry Team Leader</u>	<u>811L</u>			
<u>Semi-Permanent Mold Tech Leader</u>	<u>812L</u>			

Local Wage Agreement (In-Progression)

<u>Weeks Worked (ww)</u>	<u>Effective 2019 CBA</u>	<u>Next Increase</u>	<u>Rates Effective 9/14/2020</u>	<u>Rates Effective 9/19/2022</u>
<u>New Hire</u>	<u>\$17.00</u>	<u>\$17.00</u>	<u>\$17.51</u>	<u>\$18.04</u>
<u>< 1 year</u>	<u>\$17.00</u>	<u>\$18.00</u>	<u>\$18.54</u>	<u>\$19.10</u>
<u>+52 ww</u>	<u>\$18.00</u>	<u>\$19.50</u>	<u>\$20.09</u>	<u>\$20.69</u>
<u>+52 ww</u>	<u>\$19.50</u>	<u>\$23.00</u>	<u>\$23.69</u>	<u>\$24.40</u>
<u>+52 ww</u>	<u>\$21.00</u>	<u>\$24.00</u>	<u>\$24.72</u>	<u>\$25.46</u>

<u>+52 ww</u>	<u>\$22.50</u>	<u>\$25.00</u>	<u>\$25.75</u>	<u>\$26.52</u>
<u>+52 ww</u>	<u>\$24.00</u>	<u>\$26.00</u>	<u>\$26.78</u>	<u>\$27.58</u>
<u>+52 ww</u>	<u>\$26.00</u>	<u>\$28.00</u>	<u>\$28.84</u>	<u>\$29.71</u>
<u>+52 ww</u>	<u>\$28.00</u>	<u>\$30.46</u>	<u>\$31.37</u>	<u>\$32.32</u>

*Local Occupation Code for all In-Progression Employees is 61SS

*Local Occupation Code for In-Progression Team Leaders is 61SL

*Temporary Employee Wage Rates are referenced in the National Agreement

Local Wage Agreement (Skilled Trades)

<u>CLASSIFICATION</u>	<u>OCCUP. CODE</u>	<u>OCT. 2019 – SEP 14, 2020</u>	<u>SEP 14, 2020 – SEP 18, 2022</u>	<u>SEP 19, 2022</u>
<u>Electrician</u>	<u>5412</u>	<u>\$34.72</u>	<u>\$35.76</u>	<u>\$36.83</u>
<u>Electrician Team Leader</u>	<u>547L</u>	<u>\$35.72</u>	<u>\$36.76</u>	<u>\$37.83</u>
<u>Garage Mechanic</u>	<u>5428</u>	<u>\$34.39</u>	<u>\$35.42</u>	<u>\$36.48</u>
<u>Garage Mechanic Team Leader</u>	<u>543L</u>	<u>\$35.39</u>	<u>\$36.42</u>	<u>\$37.48</u>
<u>Millwright</u>	<u>5418</u>	<u>\$34.58</u>	<u>\$35.62</u>	<u>\$36.69</u>
<u>Millwright Team Leader</u>	<u>546L</u>	<u>\$35.58</u>	<u>\$36.62</u>	<u>\$37.69</u>
<u>Pattern Maker-Shop (Wood & Metal)</u>	<u>5551</u>	<u>\$36.00</u>	<u>\$37.08</u>	<u>\$38.19</u>
<u>Pattern Maker-Dimensional Control</u>	<u>1801</u>	<u>\$36.00</u>	<u>\$37.08</u>	<u>\$38.19</u>
<u>Pattern Maker Team Leader</u>	<u>5554</u>	<u>\$37.00</u>	<u>\$38.08</u>	<u>\$39.19</u>
<u>Stationary Engineer</u>	<u>1910</u>	<u>\$34.74</u>	<u>\$35.78</u>	<u>\$36.85</u>
<u>Stationary Engineer Team Leader</u>	<u>191L</u>	<u>\$35.74</u>	<u>\$36.78</u>	<u>\$37.85</u>

*JIT Wage Rates are referenced in the National Agreement

SECTION VIII – NOTICE OF RATIFICATION

This Local Wage Agreement is subject to written notice of ratification by Local 211 UAW to be given to the Local Management.

After such notice of ratification is received from the Local Union by Management, this agreement will be effective as provided for herein upon approval of the General Motors Company and the International Union, UAW.

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

**UAW Local 211
Shop Committee**

Robbie Egnor
Rick Busch
Alan Stucker
Keith Boecker

**Defiance GPS, General Motors
Management**

Steve Hartwig
Chad Engelhart
Ginger Schroeder
Gary Hoehn
Alan Garrow
Joe Thomas

GMS

GMS

SECTION I – TEAM LEADER SELECTION/DE-SELECTION

Team Leaders are selected through the Team Leader Selection UAW/GM Defiance Memorandum of Understanding.

GMS Team Leader Selection Language

GUIDING PRINCIPLES FOR TEAM LEADER SELECTION/DE-SELECTION

The joint parties recognize the importance of maintaining our competitive position in the ever-changing global industry of Castings and Components. In recognition of our joint commitment the parties have reached an agreement regarding the Team Leader Selection/De-Selection process.

A. CLASSIFICATION

There will be a separate, new classification for Team Leaders within the UAW-GM Defiance GPS facility. The (2) Team Leader classifications will be:

- Production Team Leader
- Skilled Trades Team Leader
 - Shift Bumps within parent trade only

B. TEAM LEADER SELECTION

Team members who are interested in being considered for the position of Team Leader within the unit/department may complete a written application per the local agreement.

Applicants must have passed Steps 1 and 2 of the Criteria/Qualifications before their 63a application will be considered valid.

To fill openings, Team Leader applications will be selected from valid 63(a)(1) applicants in seniority order from those employees who have held a team leader position or successfully passed the selection assessment process in the prior 24 months. (Team, Unit (where applicable)/Department, plant wide)

If no 63(a)(1) applications are on file, 63(a)(2) applicants will be selected from those employees who have held a team leader position or successfully passed the selection assessment process in the prior 24 months.

C. RETENTION

Employees selected and placed into the Team Leader classification supporting a team will be retained in the Team Leader classification for a six (6) month retention period, excluding periods of reduction in force.

When an employee leaves the Team Leader classification and re-enters into a Team Leader classification, the employee will restart their 6-month retention period.

D. TEAM LEADER QUALIFICATION/ASSESSMENT PROCESS

All selected applicants must be able to perform the essential functions of the Team Leader roles and responsibilities.

It is important to respect and value the GMS skill set the Team Leader maintains in support of the various teams within the Defiance GPS facility.

The UAW-GM Team Leader must value the following principles in support of the teams they support:

- Maintain a Safety Focus
- Maintain a Quality Focus
- Plan, Do, Check, Act on Level 5 BPD
- Understand the Layered Audit Process

- Problem Solve
- Support the Team Members
- Respond to Andon Calls
- Support the STAR process
- Participate in Escalation processes
- Help the team decide what to track/focus on for the betterment of the team
- Skills that help a Team Leader to excel
 - People Skills
 - Communication
 - Organization
 - Understanding of the business

E. CRITERIA/QUALIFICATIONS

Prior to being awarded a Team Leader position, the seniority applicant must meet the criteria and successfully complete the Team Leader Assessment Process.

All applicants will be expected to successfully complete a (3) part assessment process.

STEP 1 – PREQUALIFICATION

- a. Attendance Record (In Good Standing)
 - Employees who have been assessed a Step 3 or greater (Doc 8-Attendance Procedure) within the past 6 months are not eligible to apply until the 18-month probation period has been met.
- b. Disciplinary record (In Good Standing)
 - Employees who have been assessed a balance of shift and 3 day or greater within the past 6 months are not eligible to apply until the 18-month probation period has been met.

STEP 2 – SKILLS ASSESSMENT

- a. Math/GMS Assessment – assess the applicant’s ability to perform basic math functions
- b. Written/Computer Assessment – assess the applicant’s knowledge of GMS principles and other business fundamentals. Applicant must be able to use the computer for tasks associated with job requirements i.e. Microsoft (Word, Excel, PowerPoint, e-mail, end of Shift (EOS) notes, Maximo, etc.). Assess basic computer skills in lab (draft and send e-mail, access SharePoint, draft end of shift notes). Passing will be determined by the training department who administers the assessment.

STEP 3 – JOINT INTERVIEW

- a. Joint Interview – assess TL competencies and behaviors demonstrating ability.

F. SENIORITY PLACEMENT

In the event there are multiple qualified candidates for the Team Leader opening the highest seniority applicant will be placed.

The applicant must pass the overall assessment to be considered for a Team Leader position. If the applicant does not pass the assessment, applicants can retake the assessment (2) additional times within the same calendar year. The applicant will be allowed to take (2) skill assessment test on company time.

G. DE-SELECTION PROCESS

The De-Selection of a team Leader occurs when either the Local UAW or Management has concerns about the Team Leader and their abilities to support the team within the framework of GMS. The following steps represent the escalation path for De-Selection

- Group Leader and Team Leader discuss and attempt to resolve
 - Group Leader should engage the support of the GMS Team
- 1st Escalation is the Business Planner and Area Shop Committee member
- 2nd Escalation is the Area Plant Leadership Team (Area PLT Joint Leadership)

If the Team Leader is de-selected, the placement will be in accordance with the current local seniority agreement.

De-selection from the Team Leader classification will be due to the team Leader not meeting the essential criteria for the position.

The aforementioned will ensure Defiance GPS will maintain compliance with GMS and BIQ certification(s).

SECTION II – ROLES AND RESPONSIBILITIES

A. TEAM CONCEPT

Employees in an Area will function as a team. A team is a group of employees that perform similar work. It is anticipated that there will be several teams within an area. Team sizes will vary due to plant geography, complexity of work and the amount of support required. Teams requiring more than 6 members must be approved by the Steering Committee.

In support of the team's effectiveness and efficiency, the Team Leader will function in a support role; however, it is expected that a Team Leader may function as a team member a reasonable percentage during the work week (not more than 20% of their time on a consistent basis).

In an effort to support the team process and team meetings, both parties recognize the value of the plant leadership attending the team meetings in a support function. Plant leadership's

attendance will be to identify/remove barriers that impede the teams' ability to effectively function as well as identify needs for additional training and development. The regular weekly 30-minute team meetings will be facilitated by team leaders and focused on continuous SPQRCE improvements. In the event there is a breakdown, Management will schedule the team's safety meeting prior to rescheduling their team meeting. If there is a second breakdown within the same week, Management may reschedule the team meeting in a manner conducive to operational efficiency, however, team meetings will not be scheduled back to back. (i.e. Friday and Monday)

- Subsequent Team Leader openings will be filled from the team.
- Once a Team Leader is identified by the team, s/he must attend the Team Leader training established by the Joint Parties

B. ROTATION

Employees must be able to perform all of the jobs in the team to which they are assigned unless the team member has a written restriction from the Medical Department. Each team member will be required to rotate through all jobs. The team will resolve all issues pertaining to rotation.

C. TEAM LEADER ROLES AND RESPONSIBILITIES

1. Provide communications within the team, and other Team Leaders such as Safety, Quality, Uptime, and Overtime.
2. Administer JIT (Job Instruction Training) and maintain flex charts.
3. Perform Safety Audits, Layered Audits, and assist the team with Standardized Work.
4. Deliver start of shift message.

5. Coordinate team activities to ensure daily schedules are met.
6. Aid in troubleshooting.
7. Facilitate weekly team meetings.
8. Make certain Work Place Organization standards, for the team, are met.
9. Ensure team has adequate material to support team functions.
10. Coordinate overtime needs.
11. Maintain team rotation schedules.
12. Assist in equipment operation as needed.
13. Function as a last resource for absentee coverage.
14. Coordinate Continuous Improvement elements in the team.
15. Take 2 to perform a pre-task plan before engaging in any non-standard task.
16. Use the escalation process to raise concerns regarding any SPQRCE issues.
17. Know and follow the purposes, values, and mission statements and demonstrate them daily.
18. Participate in and encourage TM's involvement in the Suggestions program.
19. Must have a full Harvey ball for the jobs within the team.
20. Participate in evaluation processes (GL, TL, TM).
21. Understand and be able to locate the product quality standards and perform quality process validations.
22. Ensure TM's understand the proper use of Andon.
23. Respond promptly to resolve out of standard conditions.
24. Know, follow, and ensure TM's follow the environmental policy.

D. TEAM MEMBER ROLES AND RESPONSIBILITIES

1. Work to improve safety within the team.
2. Aid in troubleshooting.
3. Responsible for the Work Place Organization of the team's area.

4. Check communication board for schedules, overtime, team information, checklists, etc. at the beginning of each shift.
5. Follow, develop and improve standardized work tasks.
6. Attend safety, team, star, and other meetings as required.
7. Follow team rotation schedules.
8. Abide by all agreements and policies.
9. Fill out forms, checklists, BPD sheets etc. per job procedures.
10. Make corrective action when downtime occurs.
11. Monitor machines and equipment for proper operation.

SECTION III – TEAM LEADERS

A. Production

1. Team leaders will be charged all available overtime offered within their classification.
2. All available hours will be documented on the overtime sheet.
3. When the team is scheduled to work overtime, the team leader will function as the team leader to support the team.
4. After exhausting team leaders on overtime, the senior qualified team member within the team may function as team leader.
5. Only qualified team members are eligible to supplement the team leader classification by seniority.
6. The low hour team leader will function when there is more than one team leader in an equalization group on overtime.
7. The team leader, when not performing team leader duties, will be re-assigned prior to a team member.

8. Department 533 will have working team leaders.
9. Team leaders will be filled from within their team by seniority. If there is no volunteer, the Team leader position will be posted.

B. Skilled Trades

1. A Skilled Trades team leader can be bumped from a shift regardless of a 6-month retention period as long as it is by a team leader in the same classification.
2. After the 6-month retention period, a team leader can be bumped within the same classification from a shift by an employee that is pre-qualified as a team leader.
3. Only qualified team members are eligible to supplement the team leader classification by seniority.
4. All available hours will be documented on the overtime sheet.
5. Team leaders will be charged all available overtime when offered overtime as a team leader.
6. Team leaders will function as working team leaders.
7. Management will determine whether the team leader will function on overtime.
8. Team Leader resignations will be effective on the 2nd Monday of each month.
9. Team leaders will be filled from within their team by seniority. If there is no volunteer, the Team leader position will be offered to all Skilled Trades on that shift. If there is still no volunteer, it will be offered to all Skilled Trades on all shifts.

SECTION IV – NOTICE OF RATIFICATION

This Seniority Agreement is subject to written notice of ratification by Local 211 UAW to be given to the Local Management.

After such notice of ratification is received from the Local Union by Management, this agreement will be effective as provided for herein upon approval of the General Motors Company and the International Union, UAW.

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

**UAW Local 211
Shop Committee**

Robbie Egnor
Rick Busch
Alan Stucker
Keith Boecker

**Defiance GPS, General Motors
Management**

Steve Hartwig
Chad Engelhart
Ginger Schroeder
Gary Hoehn
Alan Garrow
Joe Thomas

LOCAL SENIORITY AGREEMENT

2019 LOCAL SENIORITY AGREEMENT

This agreement is entered into between the Global Propulsion Systems, Defiance Plant, General Motors LLC. and the UAW and its Local 211 on the 22nd day of December 2021, in accordance with the National Agreement between the General Motors Company and the UAW dated October 16, 2019.

The purpose of this agreement is to define and describe the seniority status of employees within the bargaining unit, as currently exists or as may be amended.

SECTION I – DEFINITIONS

A. Departments

Divisions in the plant shall be defined as noted below for the application of the Local Seniority Agreement:

Maintenance	Pattern Shop
Powerhouse	Pre-Machining
GSC	Precision Sand Core
Precision Sand Cast/Melt	Precision Sand Finish
Precision Sand Development	Precision Sand Quality
Semi-Perm Mold Core	Semi-Perm Mold Finish
Semi-Perm Mold Cast/Melt	Semi-Perm Mold Quality
Semi-Perm Mold Development	

B. Team: A group of Technicians who work together under the elements of the Team Concept language.

C. Department: A grouping of teams that corresponds to a process. A department includes all technicians on all shifts doing similar work. The reason for a department is to create an identity for technicians with regard to the Local Seniority Agreement and Paragraph 71.

- D. **Process area:** A grouping of departments that corresponds to a process (i.e. Precision Sand, Semi-Permanent Mold, Pre-Machining, GSC, Maintenance, and Pattern Shop).
- E. **Group Leader:** The front-line supervisor that is responsible for multiple teams.
- F. **Plant:** All operations over which the Union currently has bargaining rights or such operations as may subsequently be certified as a proper part of the bargaining unit comprising what is known as Global Propulsion Systems, Defiance Plant, General Motors LLC.

SECTION II – ACQUIRING SENIORITY

Employees shall acquire seniority in accordance with Paragraph 57 of the 2019 National Agreement between General Motors Company and the UAW.

SECTION III – REDUCTION IN FORCE INCLUDING PERMANENT LAYOFFS

- A. All temporary employees will be laid off plant wide, prior to any layoffs of employees with seniority which are capable of doing work.
- B. When it becomes necessary to reduce the number of employees in a department, employees who have not acquired seniority one day over the next transfer date in a department will be removed from the affected department. In further reductions, employees will be removed from that department in reverse order of their seniority. Such employee(s) must then exhaust their seniority on the remaining shifts and the youngest employee on all three

shifts in that department will then be reduced from the department as soon as possible, but not to exceed five (5) days and will be placed on a job the employee is capable of performing. Efforts will be made to keep employees on their same shift if practicable. An employee reduced from an equalization group and placed in another group in the same department must return to their original group (seniority permitting) when Management readjusts the workforce between those groups in less than 30 days.

C. Employees reduced from departments in accordance with Section III B, may make written application for placement into either:

1. A department anywhere in the plant they have previously been classified

Or

2. Any department on the shift from which the employee was reduced in their process area.

This application must be deposited in a transfer box by 12:00 pm noon on Tuesday following the week of being reduced. Eligible employees who do not apply by this deadline will have waived their previous held rights. Employees will be placed in the department they are eligible for on the first workday of the week following the application deadline. When an employee is transferred to a previously held classification/department in accordance with Section III-C, they will be placed on the shift of their choice, seniority permitting. Management will maintain a record of classifications/departments worked by employees, after 1-1-85. It is the employee's responsibility to provide proof that

they held a classification/department prior to 1-1-85. Management, upon request will assist employees as far as practical.

- D. When seniority employees are reduced/displaced from a department, they will be able to transfer to a position held by a temporary employee that was F-moved (Section VII B-4)/placed under the guidelines of the previous held language.

[MOU for Temporary Employees]

- E. When an adjustment of manpower is necessary to balance out the workforce, employees in the affected department who have not been classified will be the first to be removed from that department.

- F. When there is a reduction in force or manpower change, Management will consider the seniority employees by allowing them to select the area they prefer to work if job vacancies or openings are available. Employees must make their desire known to Management within two (2) working days. *[MOU-Reduction/Manpower Change Job Assignment]*

- G. Employees having insufficient seniority to remain in the plant on a plant wide basis, will be laid off as they are displaced from the last point where they had seniority and no longer have seniority to remain in the plant.

SECTION IV – RECALL

Employees laid off from the plant shall be recalled in line with their plant wide seniority as jobs become available that they can do. Employees permanently laid off for less than thirty (30) days would first be recalled to openings in their most recently held department, seniority permitting.

SECTION V – WAIVER

- A.** When a permanent layoff is in effect and if in the application of Section III, Paragraph B, employees desiring to waive the job offered in line with their seniority, will sign a waiver form, and be given a copy. Subsequently, they will be laid off. Such employees will be replaced by the oldest seniority employees involved in the current layoff. Such employees will be recalled to work only in the classification/department in which they held seniority, providing another employee's rights under Paragraph 63-A and 63-B of the National Agreement are not violated. Employees on waiver will retain seniority rights in their classification/department for 30 days effective from date of layoff. Such employees will be recalled to work to an opening in the affected classification/department prior to Management filling a permanent opening through Paragraph 63-A and 63-B applicants and lesser seniority Paragraph 62 employees during this 30-day period. In the event the employee is absent from work and would be affected by the layoff, Management will contact this employee and ask for their desire to apply for a waiver or work. Any employee Management cannot contact will be offered a waiver upon their return and it will be granted, if requested, within seven (7) days.

Employees may terminate their waiver by providing written notice to Management. Management shall, no later than five (5) days after receipt of such written notice, place the employee on the next available job filled by recall from layoff, in line with their seniority. Upon returning from a cancelled waiver, an employee must establish seniority in their new classification/department pursuant to Paragraph 62 of the National Agreement. Employees exercising a waiver will not have recall rights over a greater seniority employee who

accepts another job in the bargaining unit and exercises their Section III-C Local Seniority Agreement rights.

Employees on waiver shall be recalled to work prior to hiring new employees pursuant to Paragraph 56 or Appendix A of the National Agreement except that skilled trades employees will not be forced into non-skilled positions. A statement will be provided to those employees exercising their waiver rights pursuant to the above.

Management will have the right to make temporary assignments of employees currently working in the plant, to jobs of short duration or emergency in lieu of recalling employees. Such temporary assignments shall not exceed seven (7) days unless extended by written agreement with the Shop Committee.

SECTION VI – TEMPORARY LAYOFFS

A. Definition:

1. Shortage of material.
2. Breakdown of machinery or equipment.
3. Plant inventory period.
4. Any other reason beyond the control of Management but known at the time to be temporary.

B. Administration:

1. Less than thirty days in duration:

The parties agree that if a temporary layoff within a production classification is required, the following steps will be utilized:

- a. The affected equalization group on a shift within a specific department will be solicited for volunteers to the greatest extent to address the needs.
- b. If the required number is not achieved, the remaining equalization groups within the department on that shift will be solicited for volunteers by seniority.
- c. If the required number is not achieved, the equalization groups within the department on the remaining shifts will be solicited for volunteers by seniority.
- d. If the required number is not achieved, all temporary employees' plant wide will be laid off until the number is reached.
- e. If the required number is not achieved after removing all temporary employees, employees with less than one year seniority will be placed on temporary layoff.
- f. If the required number is still not achieved, the youngest employees within the affected equalization group on that shift will be placed on temporary layoff.
- g. The Parties will make every effort to accommodate the employees' desire to work.

In those instances where the plant in general is not eligible for S.U.B., Management will apply the provisions of Section III of this agreement as soon as practicable, but in any event no later than the Monday following the seventh day unless the period is extended by written agreement with the Shop Committee.

2. Skilled Trades:

Skilled Trades employees will be solicited for temporary layoff by skilled trade date of entry within their classification and equalization group on the affected shift(s). If an insufficient number of skilled trades' employees in a classification on that

shift have not accepted temporary layoff, the remaining shifts will be canvassed for volunteers. If an insufficient number of skilled trades' employees in a classification have still not accepted temporary layoff, the lowest seniority employees in the classification on the affected shift(s) will be laid off. Skilled trades will not be forced on temporary layoff while contractors are on plant premises performing their traditional or non-traditional work.

Skilled trades employees laid off under the above paragraph will be recalled to work on the basis of the last employee laid off will be the first to be recalled. Shop Journeymen will be in the Journeyman Group for temporary layoff.

3. General:

It is understood that affected employees who are not capable of performing available work during the period of temporary layoff will not be retained in the place of employees who are scheduled to be laid off. Employees laid off under this paragraph will be recalled to work on the basis that the last employee laid off will be the first recalled.

No employee who has volunteered to take a layoff after being offered work in accordance with Section B-1 above shall have a claim for lost wages due to Management's choosing to make assignments of employees currently working in the plant in lieu of recalling employees who are on a temporary layoff. The release form will reflect whether an employee is on voluntary or involuntary layoff.

C. AGREEMENT OF EXTENSION:

In the event the temporary layoff for production or skilled continues longer than twenty-nine (29) days Section III of this agreement shall be applied, on the Monday following the twenty-

ninth day, unless the twenty-nine (29) day period is extended by written agreement with the Shop Committee.

When the layoff is known in advance to be longer than twenty-nine (29) days and the temporary layoff is extended, Management and the Shop Committee will mutually agree, prior to the layoff, how the affected employees may be re-assigned if the provisions of Section VI B and Section VI D are not applicable.

D. REASSIGNMENT (LAYOFF):

1. Within the department on same shift:

Where additional manpower is required in an equalization group that has not been reduced by a temporary layoff of less than thirty (30) days (unless the duration of the layoff is extended pursuant to Section C above), employees who would otherwise be laid off from the decreasing equalization group on that shift from that department will be reassigned to an increasing equalization group in the following priority.

- a. Affected employees from that department and shift who have not volunteered for temporary layoff under Section VI B-1 will be offered the reassignment options in order of greatest seniority.

2. Outside the department on same shift and/or other shift.

Where additional manpower is required in an equalization group that has not been reduced by a temporary layoff of less than thirty (30) days (unless the duration of the layoff is extended pursuant to Section C above) employees who would otherwise be laid off from a decreasing unit on that shift will be re-assigned to an increasing equalization group as follows: The lesser

seniority employees from the decreasing unit(s) in an affected department on that shift will be transferred, unless a more senior employee volunteers.

SECTION VII – GENERAL PROVISIONS

A. TRANSFER OF SENIORITY

1. When it is necessary to transfer employees with seniority pursuant to the layoff provisions of this agreement, it is presumed that such transfers shall be for longer than thirty (30) days and the seniority of such employees will be carried into the department to which they are transferred and will become effective as of the date of the transfer.
2. When qualified journeypersons are transferred from a technician classification into a skilled trade classification they shall have a date of entry seniority date in the skilled trades classification as of the date of transfer or in accordance with Appendix A of the current GM-UAW National Agreement, whichever is earlier.
3. When journeypersons are transferred from one skilled trades classification to another, pursuant to Paragraph 152 of the National Agreement, they shall establish a new date of entry in such skilled classification on the date of the transfer or in accordance with Appendix A of the current GM UAW National Agreement, whichever is earlier. Skilled trade employees voluntarily transferring to production shall no longer accumulate seniority in their former skilled classification. *[Demand 75 of 2015 LA]*

4. Permanent openings will be filled every other month, with the exception of December unless mutually agreed otherwise. Transfers will be handled by the Personnel Department under the provisions of Paragraph 63 A and B of the National Agreement. All movement of employees will be effective the Monday following the publishing of the transfer list. A JOBS Committee Meeting will be scheduled at a mutually agreed upon date near the middle of the month. Union and Management will schedule additional hourly and salaried attendees in the affected areas as necessary. The purpose of this meeting will be to determine the transfer list effective the last Monday following the publishing of such transfer list. The purpose of this meeting will also be for both Union and Management to ask questions, discuss and resolve problems and concerns relating to employee movement. The day after the JOBS meeting, the openings will be listed with the reason for the opening and distributed to the departments and the work center. The openings will be listed for seven (7) calendar days, during which time applications will be deposited in a transfer box by 12:00 pm noon on Tuesday. Job openings will then be closed and transfer applications will no longer be accepted. On Wednesday, the applications will be reviewed and the transfer list will be generated and published. The openings will be considered filled and the employees, whose names are placed on this document, will be required to fill the opening on the following Monday. The transfer document will include employee seniority dates, former and new classifications/departments. This document will be published in the main aisle, Plant #1 and at a mutually agreed upon area in Plant #2.

All employee complaints regarding the published document must be raised within fourteen (14) days of publishing. Any complaint regarding transfers made within departments must be raised within thirty (30) days of the transfer. No further movement will occur for one month. Any oversight by Management or the Union will be discussed and corrected as soon as possible. The youngest seniority/temporary "D-move/reduction in force" employee(s) will be placed on a permanent job assignment that was posted but not filled by a Par. 63 transfer that month ("F-move/demand 35 transfer"). Openings not posted and occurring during the month interval will be filled by the reassignment guidelines described in the Local Agreement. Management will not keep the same "D-move" employee in any given department more than one transfer cycle, unless mutually agreed. Any problems or discrepancies will be discussed at the next scheduled JOBS Committee Meeting. Employees will be limited to a total of ten (10) 63a and 63b requests (combined) per transfer. Employees submitting more than one application must prioritize their requests.

In the event a reduced employee applies to fill an opening by using a previously held transfer, and another employee has filed a 63a or 148 transfer request, the employee with the greatest seniority (63a, 148 or previously held) will permanently fill the opening.

Employees will be considered in their present equalization group until they report to a new department, at the normal scheduled start time of their new team. Management will continue to provide the Union with a copy of all employee transfer notices

administered by the Personnel Department. All transfer requests will expire from the system the day the transfer occurs.

A 148 transfer will only be used when an employee wishes to transfer to a posted permanent opening in any equalization group within their department on the same shift.

If a skilled trade employee wishes to transfer to an open position on their shift and Management intends to fill that position, a skilled trade journey person may submit a Demand 148 application to the maintenance office to fill the opening in the area on that shift. Once it is known that an opening needs to be filled on a particular shift, it will be posted for seven (7) days for employees on that shift to make application. The employee with the greatest seniority on that shift who has filed an application will be given the job. The opening will be filled in such a time frame that gives consideration to the needs of the business (training, absences, manpower moves, etc.). *[Demand 94 2003 Local Agreement]*

5. It is understood that when temporary conditions as outlined in Section VI A, 1, above, prevail, necessitating the transfer of employees from one team to another in lieu of being laid off, those employees will be paid in accordance with the Local Wage Agreement and will be offered work on the basis of seniority from among those who would otherwise be sent home. If additional manpower is necessary, the least seniority person(s) will be required to work. These employees temporarily transferred for reasons other than those outlined in Section VI of the Local Seniority Agreement will be

guaranteed the hourly rate they were receiving at the time of transfer or paid in accordance with the Local Wage Agreement, whichever is applicable.

6. In situations where employees are reduced on the transfer date and the next monthly transfer date is 30 days or more from this date, the Paragraph 62 rights of the current GM/UAW National Agreement for those employees will be extended until that transfer date.
7. If an employee transfers to a job that they are unable to perform, the employee will be returned to their last previously held job as long as it has been 30 days or less. However, when such determination is made after 30 days, the employee will only be returned to their last previously held job, seniority permitting. If the employee does not have sufficient seniority, they may apply to a previously held job in which they have sufficient seniority. *[MOU-Job Assignment of An Employee Unable to do Job Assignment]*
8. Employees returning from a leave of thirty or more days will return to their previous job assignment, seniority permitting. When their seniority is insufficient, they will replace the youngest person in their department in the affected equalization group, providing there are no openings. When there is an opening in their equalization group, the employee will fill the opening.

B. NEW CLASSIFICATIONS

1. When new classifications are added to the local wage agreement it shall be determined by mutual agreement if

the classification shall constitute a new seniority classification, or if it is to be considered as part of the presently existing seniority classification. New seniority classifications shall be supplements to this agreement and are subject to approval by the Personnel Staff of the General Motors Company and the General Motors Department of the International Union, UAW.

2. New classifications openings under Paragraph (102) and (102A) of the GM/UAW National Agreement will be posted and filled by seniority employees under the provision of Paragraph 63 A and 63 B.

C. PREFERENCE WHERE SENIORITY DATES ARE THE SAME:

1. When two or more employees in the seniority group have the same seniority date (see Appendix A of the GM/UAW National Agreement), they shall be listed on the seniority list:
 - a. Alphabetically by their last name as of the date of hire, A to Z for employees with a seniority date prior to January 1, 2007.
 - b. Local plant temporary hire date, then alphabetically by their last name as of the date of hire, A to Z for employees with a seniority date hired during the 2007 calendar year.
 - c. Alphabetically by their last name as of the date of hire, A to Z for employees with a seniority date after January 1, 2008.
2. In the case of skilled workers where the dates of entry are identical, the employee with the most plant-wide seniority shall be retained.

3. Employees will retain their established plant seniority date for purposes other than its applicability in the skilled trades group.

D. EXTRA HELP DURING CHANGE-OVER PERIODS OR PLANT RE-ARRANGEMENT

When extra help is to be selected in accordance with Paragraph 179 of the National Agreement for work during changeover periods or plant rearrangement, the employees of the Maintenance and Pattern Departments will be permitted to apply for such work at the Personnel Department. Employees who can do this work will be selected from among the applicants who would otherwise be laid off during such periods, and where ability, merit, and capacity are equal, the employee with the greatest seniority will be given preference.

E. EXTRA HELP DURING CASTING INVENTORY

When additional help is needed to perform that part of the inventory work usually performed by hourly rated employees during inventory periods, production employees will be assigned to this work.

F. TEMPORARY REASSIGNMENT DURING STRAIGHT TIME HOURS

1. Within an equalization group from team to team:

When there is a need to reassign an employee from one team to another team within an equalization group, the team will discuss the re-assignment and determine by consensus who will be reassigned. If unable to reach a

consensus, the most senior volunteer will be reassigned. In the event there are no volunteers, the youngest seniority employee will be reassigned. (One move, One back fill)

2. From equalization group to equalization group within a department.

- a. The most senior cross-trained volunteer will be reassigned.
- b. In the event there are no volunteers, the youngest seniority employee will be reassigned. (one move, one back fill).

3. Outside the department and/or shift

- a. The most senior cross-trained volunteer within that equalization group on the affected shift will be reassigned.
- b. In the event there are no volunteers, the youngest seniority employee within the entire department on the affected shift will be reassigned. (One move, one back fill).

Management agrees when there is a need to reassign people from one equalization group to another, a person within the equalization group where the vacancy/vacancies occur can use their seniority to get the vacant job in their team and group prior to someone from another group, on the basis of one move and one backfill. Those being reassigned will be afforded opportunity to fill the remaining positions based on seniority. [LSS-#40]

It is understood that Temporary reassignments across shifts and departments will not exceed 29 days or the next transfer date whichever is shorter unless mutually agreed to by the parties.

SECTION VIII – GENERAL SHIFT PREFERENCE GUIDELINES

- A.** The provisions of this Local Agreement to provide for shift preference are in no way to conflict with the principle that any agreement pertaining to shift preference must give full protection to efficiency of operations under all circumstances and conditions.
- B.** The purpose of this provision is to establish a procedure whereby employees may be transferred to a shift of their preference based on their seniority. In any emergency that may arise, changes may be made as desired by Management for the duration of the emergency or up to thirty (30) days, whichever is the shorter period. These emergency situations will be discussed with the appropriate shop committee member on the affected shift. At the termination of the emergency, but in any event not later than thirty (30) days from the time of the change of the employees' shift, they will be returned to their former shift.
- C.** When new employees are hired, they may be placed on any shift for training purposes until they are able to meet the full requirements of the team, but in no event to exceed thirty (30) days.
- D.** It is recognized that under certain circumstances, it may be necessary for employees to request a temporary change from their regular shift to another shift. Such requests will be made in writing to the employees' supervisor(s), stating the reason for the request and the length of time for which the change is desired. Every consideration will be given to the merit of such request and whenever practicable, applicants will be temporarily transferred for a specific period, not to exceed thirty (30) days, unless mutually extended by the

parties. A form will be provided, which stipulates all the provisions agreed to and will be signed by the affected District Committeepersons and area Management. No employee's rights under the shift preference agreement shall be set aside in order to permit such shift change unless mutually agreed to by the Shop Committee and Management.

E. When an Employee is on Special Assignment in the plant and is in an equalization group and works the overtime in the group, the Special Assignment person and the person actually doing the work will both be bumped for shift preference when the employee bumping has more seniority than both of them. However, when the employee bumping has more seniority than the person doing the work, but not more seniority than the special assignment person, the person doing the work will be the only one bumped for shift preference and the special assignment person will remain on his/her shift. *[MOU-Shift Preference-Special Assignment Person]*

F. SECONDARY BUMP

Management will provide an opportunity for employees removed from their shift in accordance with the applicable section below (Section IX-B for Production and Section X-A for skilled trades) or manpower move, to subsequently be placed on another shift of their choice upon request. This transfer will be made as soon as practicable after the request is made known and the employee's qualifications determined.

SECTION IX – SHIFT PREFERENCE GUIDELINES FOR PRODUCTION DEPARTMENTS

A. Employees may request to bump a younger seniority employee in the same department and shift for the purpose

of obtaining a preferred starting time. Employees will be required to submit a request, in writing, on forms provided by Management, stating the starting time that they prefer. Requests must be submitted by 10:00 a.m. Thursday or they will not be honored until the following week. Each week's requests will be honored at the start of the next pay period, provided that honoring such request will in no way effect the efficiency of operations. Employees will not be allowed to exercise their right to a preferred starting time more than twice in a rolling twelve-month period unless they have been displaced from the start time of their last voluntary start time request.

B. Seniority employees may make application in writing (on forms provided by Management) to their supervisor prior to midnight the fifteenth calendar day of each month requesting transfer to other shifts including the shift that they prefer subject to the following conditions: Management will establish lock-boxes in each area enabling employees to submit shift preference forms signed and dated by a supervisor. A copy of the request will be furnished to the employee at time of filing. Employees will be responsible to put the completed shift preference form in the lock-box. These forms will be picked up from the designated lock-boxes at the defined deadline by the appropriate person.

1. Transfers will only be made from one department on one shift to the same department on another shift. Management will recognize requests of employees who desire to exercise their right to shift preference for a period of time of less than six (6) months. This does not entitle any employee to exercise shift preference rights more than twice in a rolling twelve-month period unless

the employee has been involuntarily displaced from the shift of his or her last voluntary shift preference request. The preliminary list will be posted no later than three working days after the deadline for application. Production employees, who wish to withdraw their shift preference requests, must do so by 10:00 a.m. on Thursday the week prior to the move. The final shift preference lists will be posted by the end of first shift on Thursday of the same week.

- a. In the application of Section IX Paragraph B-1 above, employees who are assigned to a department that is so small that Shift Preference is meaningless, the parties shall discuss to determine if Shift Preference can be made possible.
- b. Employees will have the right to apply for shift preference consideration from the first day in the department (and will be transferred in accordance with the guidelines of this section.) Employees on temporary layoff may also make application and will be transferred in accordance with the guidelines of this section, seniority permitting.
- c. Employees displaced from their shift by the shift preference of other employees will be the least seniority employees on that shift within the department.

However, when more than one employee in the same department, but on opposite shifts files a shift preference, the most senior employee being transferred will be placed in a team of their choice where an opening

exists due to this shift preference. It is understood that the employee must be capable of performing the work in the team. This method will continue within the department in seniority order.

2. In the event more than one application is received for the same department, such application will be processed in seniority order, and not according to date of application.
3. In the event more than one employee having the same seniority date makes application for a change of shift to the same department, such applications will be processed according to Section VII Paragraph C-1.
4. Employees on leave will be considered available to be bumped for shift preference, one time during the leave.
5. Shift changes will be made the first Monday of the month, following the application period, unless mutually agreed to be changed by the parties, provided such application is made in accordance with Section IX Paragraph B above. All such changes will be made at the start of a pay period.

C. During periods of reduction in force, the provisions with regard to shift preference herein contained shall be waived within the affected departments until such time as shifts have been adjusted and production stabilized. It is understood that the provisions of this section shall then be made effective as soon as possible. In no event is the period to exceed thirty (30) days. When the provisions of this Section E

are utilized by Management, the reasons for the delay will be discussed with the Shop Committee.

SECTION X – SHIFT PREFERENCE GUIDELINES FOR SKILLED TRADES

A. Seniority employees may make application in writing (on forms provided by Management) to a supervisor or the department clerk prior to the end of their shift on the fifteenth calendar day of each month requesting transfer to other shifts including the shift that they prefer subject to the following conditions: (A copy of the request will be furnished to the employee at the time of filing).

1. Transfers will only be made from one classification on one shift to the same classification on another shift. Management will recognize requests of employees who desire to exercise their right to shift preference for a period of time of less than six (6) months. This does not entitle any employee to exercise shift preference rights more than twice in a rolling twelve-month period unless the employee has been involuntarily displaced from the shift of his or her last voluntary shift preference request. The preliminary list will be posted no later than three working days after the deadline for application. Skilled Trades employees who wish to withdraw their shift preference requests will have until the end of their shift on the third day of the week (Wednesday) prior to the move to do so. The final shift preference lists will be posted by the end of first shift on Thursday of the same week.
 - a. In the application of Section X Paragraph A-1 above, employees who are assigned to a classification that

is so small that Shift Preference is meaningless, the parties shall discuss to determine if Shift Preference can be made possible.

- b. Employees will have the right to apply for shift preference consideration from the first day in the classification and will be transferred in accordance with the guidelines of this section. Employees on temporary layoff may also make application and will be transferred in accordance with the guidelines of this section, seniority permitting.
 - c. An employee displaced by the shift preference of another employee will be the least seniority employee on that shift within the department and classification. When there are two or more employees involved in a shift preference or manpower move, the seniority employee(s) will be allowed to pick the open job upon placement to that shift. It is understood that the employee must be capable of performing the work. Employees unable to perform the work due to medical restrictions will be moved to another job that they can do on the shift for which they applied. This method will continue within the department in seniority order.
2. In the event more than one application is received for the same classification, such application will be processed in seniority order, and not according to date of application.
 3. In the event more than one employee having the same Skilled Trades entry date makes application for a change of shift to the same classification, applications will be

processed in the following order: Skilled Trade entry date, Plant Seniority date (see Section VII Paragraph C-1).

4. Employees on leave will be considered available to be bumped for shift preference, one time during the leave.
5. Shift changes will be made the first Monday of the month, following the application period, unless mutually agreed to be changed by the parties, provided such application is made in accordance with Section X Paragraph A above, all such changes will be made at the start of a pay period.

B. Employees in the Pattern and Maintenance Departments who are listed on the seniority list by date of entry shall use such date for the application of shift preference.

1. The following groups will be established for employees in the J.I.T. classification, by trade, in the Maintenance and Pattern Departments for Shift Preference only.
 - a. 2 years or less: This group will be classified as trainees and Management has the right to place up to 20% of the groups of J.I.T.'s (2 years or less) on the first shift, but not to exceed 20% of the total of that trade on first shift unless otherwise mutually agreed to and these individuals will have shift preference rights within this group.
 - b. More than 2 years: J.I.T.'s whose date of entry status of 2 years or more will have their shift preference right with the J.I.T.'s and Journeymen.
 - c. Second and third shift J.I.T.'s with less than 2 years in a given classification will be balanced between

second and third shift based on the job assignments necessary for those shifts.

C. STANDING SHIFT PREFERENCE

Forms will be provided by management for employees to designate a standing shift preference. If and when manpower movement occurs, a list will be generated and posted on the bulletin boards outside of the Maintenance office. Forms must be turned in prior to Management posting the manpower move and can only be pulled prior to the posting. Only employees on the affected shifts are eligible to use a standing shift preference. A listing of employees' standing shift preferences will be posted and updated as changes occur.

SECTION XI – TERMINATION AGREEMENT

- A. This agreement supersedes and cancels all previous seniority agreements and supplements thereto and is not to be applied retroactively.

- B. If either party desires to cancel, modify, or change this agreement it shall at least sixty (60) days prior to the date that it proposes such cancellation, modification, or change become effective, give notice in writing of the proposed cancellation, modification, or changes to the other party. Within ten (10) working days after receipt of notice to modify or change this agreement, a conference will be arranged to negotiate the proposal.

SECTION XII – NOTICE OF RATIFICATION

This Seniority Agreement is subject to written notice of ratification by Local 211 UAW to be given to the Local Management.

After such notice of ratification is received from the Local Union by Management, this agreement will be effective as provided for herein upon approval of the General Motors Company and the International Union, UAW.

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

**UAW Local 211
Shop Committee**

Robbie Egnor
Rick Busch
Alan Stucker
Keith Boecker

**Defiance GPS, General Motors
Management**

Steve Hartwig
Chad Engelhart
Ginger Schroeder
Gary Hoehn
Alan Garrow
Joe Thomas

PARAGRAPH 71 AGREEMENT

PARAGRAPH 71 AGREEMENT

This agreement entered into this 22nd day of December 2021, between the Global Propulsion Systems, Defiance Plant, General Motors LLC. and the UAW, Local No. 211, covers the application of the equalization of overtime work.

SECTION I – OBJECTIVE

This Agreement is written to aid in uniformly administering the provisions of Paragraph 71 of the National Agreement of 2019.

SECTION II – DEFINITIONS

- A. Equalization Group – Employees are grouped for purposes of equalizing overtime based upon the similarity of their normal day to day work patterns rather than the chance capability of an individual to a job in another group. The group shall be so established that the employees in a single equalization group may, as a practical matter, be effectively interchangeable with no more than normal job instruction.
- B. Departments shall be defined as noted below for the application of the Local Paragraph 71 Agreement:
- | | |
|------------------------------------|------------------------|
| Maintenance | Pattern Shop |
| Powerhouse | Pre-Machining |
| GSC (<u>Includes All Trucks</u>) | Precision Sand Core |
| Precision Sand Cast/Melt | Precision Sand Finish |
| Precision Sand Development | Precision Sand Quality |
| Semi-Perm Mold Core | Semi-Perm Mold Finish |
| Semi-Perm Mold Cast/Melt | Semi-Perm Mold Quality |
| Semi-Perm Mold Development | |
- C. Team: A group of employees who work together under the elements of the Team Concept language.

- D. Department: A grouping of one or more teams that includes all employees on all shifts doing similar work. The reason for a department is to create an identity for employees with regards to the Local Seniority Agreement and Paragraph 71.
- E. Process area- A grouping of departments that corresponds to a process: Precision Sand, SPM, Pre-Machining, GSC, Maintenance, and Pattern Shop.
- F. Overtime – Any hours of work available which are payable in accordance with Paragraphs 85 & 86 of the 2019 National Agreement.
- G. Available Hours – The total hours of overtime.
- H. Average of the Group – The sum of the cumulative available overtime of all employees in a given equalization group divided by the number of employees in the group whose hours have been so added.
- I. Overtime Sign-up Sheet – A sheet used for employees to sign their commitment to work overtime that becomes available. This is the sheet used to determine eligibility and employees will be scheduled based on the sign-up.
- J. Superior Claim – A claim to work a particular equalization group normally does on straight time hours, regardless of where the work is actually performed. This applies to that groups shift only. *[MOU-Superior Claim for Work on Overtime]*

SECTION III – GENERAL GUIDELINES FOR OVERTIME

- A. When it becomes necessary to work any employees on overtime, each supervisor who offers work may record the hour's information. Hours of work offered and refused and

exemptions remaining will also be recorded. The clerk will be supplied with the equalization sheets for recording purposes.

B. Each department shall maintain the "Equalization Charts" for all equalization groups in the department.

1. Separate sheets for each equalization group should be prepared and will include the name of all employees in the group on the same shift. Where groups are small, several groups may be put on a single sheet.
2. Available hours shall be recorded in terms of hours offered. i.e.:
8 hours on Saturday = 12 recorded hours
8 hours on Sunday = 16 recorded hours

C. Each year, overtime hours will be rolled back; the lowest hour employee in the equalization groups within the same department, across all shifts will be given zero (0) hours and the rest of the equalization groups within the same department will have those hours omitted from the equalization list. Such roll back will be made before February 1 of each new year. [Demand 53]

D. Management will make use of the current overtime sheet low hour employee as a guide when assigning overtime. Employees will only be permitted to work twelve (12) hours in any given day. All overtime offered within an employee's department up to the employee's twelve (12) hour day will be charged. Any overtime offered out of an employee's department will not be charged unless worked. Any additional overtime offered will not be charged unless worked. Emergency situations may deem such overtime necessary; however, every means will be exhausted prior to working someone more than twelve (12) hours per day. Management will promptly notify the Union in situations of an employee working greater than twelve (12) hours.

- E. New hires shall be assigned to and have their names entered with the appropriate equalization group at the top hours of the group.
- F. Employees will remain in their present equalization group until they report to a new department at the normal scheduled start time of the new team.
- G. Employees who are on leave of 30 days or less will be charged when overtime gets to their spot.
- H. Upon return to the active rolls from a leave exceeding thirty days employees will take the average of the group or the total hours they had accumulated prior to the leave, whichever is greater.
- I. When new groups are added to a department or an old group which has been inactive for more than thirty (30) days is re-established the hours will be obtained by taking the average of the hours in that department, on that shift, or the original hours, whichever is higher. This does not apply to groups inactive because of a temporary layoff.
- J. For transfer from one equalization group to another, employees shall be entered in their new group at the "average of the group".
- K. When, as a result of the application of the local shift preference agreement, employees are transferred to another shift, their hours are to be removed from the group before computing the average of the group.
- L. If employees are forced to work under Plan A they will be notified by management.

- M. Employees will not be scheduled to work under Plan A on the Saturday before a full week of vacation.
- N. The fact that an employee is out of the plant on discipline does not deprive that employee of the right to overtime on the day after the disciplinary period ends.
- O. Employees will not be charged for a holiday that is included in a full week vacation, unless worked. *[MOU-Regarding Holiday During Vacation Period]*
- P. When an employee is temporarily reassigned to another shift, the employee will be offered overtime hours after the entire department on that shift has been offered. (In circumstances where employees are assigned to another shift due to a hardship, such employees will not be offered overtime until after the entire department on that shift has been exhausted.)
- Q. Employees on Special Assignment will remain in the group that they left for overtime equalization purposes, seniority permitting. These employees will be considered temporarily reassigned to their corresponding equalization group on the shift they are working. These employees will be charged any overtime available to their overtime slot within their department or any hours worked. (i.e. trainers, ergonomics, communications, Quality Coordinators, and other appointed positions) *[Demand 64]*
- R. Management will contact Special Assignment employees and offer as well as charge weekend overtime if an employee has notified management of their availability to work on the proper day.
- S. When an employee travels on a weekend day, the employee will not be charged in the overtime equalization for their

travel time. The employee will be charged for any hours worked on the weekend day. Example: If an employee works four hours at a customer site and then travels home for four hours, the employee will be charged for four hours.

- T. It is understood between the parties that paid lunches will not be considered as Paragraph 71 hours needing equalized or charged.
- U. Employees accepting any overtime work during the week or for a weekend and/or holiday period not working the hours accepted will be charged twice the available hours as defined in Section III-B-2 unless Management cancels the overtime, a physician will not allow the employees to work due to a current in-plant injury, or as defined below:
1. If due to an in-plant injury, the employee will not be charged for the overtime.
 2. If an employee accepts overtime work during the week or for a weekend and/or holiday period, and does not work these hours accepted, due to bereavement adjacent [Friday or Monday] to the weekend or holiday period, the employee will not be charged for this overtime.
 3. If weather conditions are declared as Level III in a county that an employee lives or travels through, the employee will be responsible to provide documentation within two weeks to their supervisor. If the documentation is deemed sufficient, the employee's hours will be adjusted to reflect a single charge for overtime accepted and not worked. Adjustments will be made as soon as possible and will not create any liability.

V. The offering of overtime during the Christmas shut down period will be offered on a weekly basis. An adjusted sign-up period will be determined jointly on or before December 15th. Any discrepancies in overtime hours relative to the Christmas holiday shutdown period will be adjusted with no liability during the first pay period following the shutdown.

W. When overtime is offered, not cancelled, and management is unable to find anyone to work, the overtime will be charged, since work was available and properly offered to the employees. *[MOU-Overtime Charge When Overtime Has Been Cancelled]*

X. Employees who are absent on the designated sign-up day and have not signed the sheet must call no later than 4.0 hours after the start of their regular shift on the designated sign-up day and inform the clerk, management or designated person of their availability for weekday or weekend overtime.

Y. The process of calling in employees for available overtime will be as follows:

The clerk, management or designated person will use the appropriate overtime sign-up sheet for the purpose of calling in employees for available overtime through a call-in procedure that will be administered by management. The clerk, management or designated person will call the employees in the affected equalization group to be offered overtime that have signed up for work. If the employee declines the offer, is not home, the line is busy, or an answering machine is reached, the time of the attempt will be documented and the clerk, management or designated person will proceed to the next employee in the affected equalization group. The procedure will continue until the overtime requirements are met. If the affected equalization

group is exhausted, and the overtime needs are not met, the clerk, management or designated person will contact a supplemental group(s) with only one contact attempt.

Z. It is the responsibility of the employee to keep his/her profile updated with current contact information. *[Par.74 of the National Agreement]*

AA. If the clerk, management or designated person attempts to notify employees after they have left the plant, that overtime work is available, they will not be charged with the available hours unless the call-in overtime is accepted.

BB. Employees will only be exempt from the entire weekend overtime charges the number of weeks allowed by the National Agreement up to five times per calendar year. The number of exemptions will be tracked in a public and transparent manner. Any discrepancies in charging found after the fact will be corrected by an adjustment of hours.

CC. Employees will have the ability to exempt themselves from an entire weekend (Saturday and Sunday) provided the employee does not accept any of the weekend overtime or is forced under Plan A. *[MOU-The administration of Demand 75 (Exemptions and Red X)]*

DD. Employees on approved vacation with a return date of Monday or proper day in case of holiday, will automatically be charged an exemption.

EE. If the overtime requirements decrease, employees who are not scheduled due to the decrease will be so advised and will not be charged.

SECTION IV – PRODUCTION OVERTIME

A. Overtime will be charged to the week it is worked.

- B. Overtime will be calculated Monday – Monday on the first scheduled workday of the week and posted no later than the middle of the shift from the preceding week or the proper day in case of a holiday.
- C. The posting will then be used for the current week. Overtime required prior to and after the normal start time for third shift on Monday, overtime prior to the normal start time of third shift on Tuesday, and overtime prior to the normal start time of first shift and 2nd shift on Monday, or proper day in case of holiday, will be worked based on the posted hours of the preceding week. Any subsequent overtime will be scheduled by using new weeks hours.
- D. Overtime will be posted each week. Hours worked and hours of work refused will be posted in the previous cumulative total to provide a new cumulative total for each posting.
- E. Availability to Employees – All computer print outs of equalization charts will be kept using a mutually agreed upon standard process in the respective departmental offices. A separate list will be prepared and posted in each department, which lists the employees in each group in inverse order of their overtime hours in the group.
- F. When a condition exists that causes an entire equalization group to be reassigned where no group exists, they will maintain their present hours.

SECTION V – PRODUCTION OFFERING/CHARGING OF OVERTIME

- A. In further clarification of the intent of this section without taking away any of the rights granted under it; there is no intent that Management will be required to perform work on

an overtime basis that could be performed on straight time or to expand existing groups, extend to any employee the right to equalization in any group other than their own, or in any way add to or detract from the right of employees under Paragraph 71 of the National Agreement.

- B. All training in an employee's respective department is mandatory. Each employee will be added to their respective equalization upon entering the area. It is understood that overtime can only be worked by newly added employees if they are capable of performing the task. Each employee will be required to complete the training matrix to become fully trained and qualified in their department. Seniority employees will have first opportunity to be trained on weekends. [MOU-Guidelines for Training on a Weekend Day] Upon completion, employees may then apply for cross-training in another department. Cross Training for another department will be done by seniority. Cross Training in another department is not mandatory but is encouraged. In the event training issues arise, the Steering Committee will address them in a timely manner.
- C. Weekday overtime will be offered on a daily basis using a signup sheet. The appropriate overtime equalization sheet will be used. Employees must initial their acceptance of overtime no later than 4 hours into their normal shift. Once an employee signs the overtime sheet and work becomes available, they will be scheduled. Overtime sheets will be posted in the proper locations (posted sign-up sheet areas) two and one half (2.5) hours prior to the end of the shift. It is the employee's responsibility to verify if they are scheduled to work or not. Employees who are not in the plant, but have expressed a desire to work, are responsible for calling the plant to determine if they are scheduled. Any changes made to the overtime after it has been posted would require the

employee to be notified. Employees added after the posting may refuse and not be double charged.

For example:

GL: Group Leader

WK END	DATE		Department		3rd		MON Hrs Offered			initials	TUE Hrs Offered			initials	initials
	Group	# EX	Pit Seniority	Corp Seniority	HRS	#	In Depart.	Out of Depart.	Over		In Depart.	Out of Depart.	Early	Over	
Badge	Name				AVG.	#									
						#									
						NEC	#								
						#									

D. All weekend overtime will be offered on Wednesday for 2nd shift employees and two (2) days prior to the overtime assignment for the remaining shifts or proper day in case of holiday except in unusual circumstances. Employees not signing the sheet will be charged in their equalization group's records with the number of hours they would have been scheduled.

Weekend overtime will be administered using a sign-up sheet. The sign-up sheet will be posted at the beginning of the shift allowing employees to initial their acceptance of available weekend overtime. Employees must initial their acceptance of overtime no later than 4 hours into their normal shift.

The sign-up sheet will have a slot to sign for overtime on their shift, before and after their shift, and on another shift for the entire weekend (including Monday if a Holiday). Sign-up will be available for in department, and out of department. A slot will be provided for an employee to indicate the preference to work 8 hours in the event of Plan A scheduling. Any resulting overlapping coverage may be cancelled. [Demand 56]

Employees who accept overtime are to put their initials in the appropriate areas. Failure to initial will be considered automatic refusal.

For example:

SHIFT		SAT				SAT			SUN			SUN			
DATE	DEPT	IN DEPT	IN DEPT	IN DEPT	8 IF PLAN A	OUT OF DEPT	OUT OF DEPT	OUT OF DEPT	IN DEPT	IN DEPT	IN DEPT	OUT OF DEPT	OUT OF DEPT	OUT OF DEPT	
		8 HR	OVER	EARLY		8 HR	OVER	EARLY	8 HR	OVER	EARLY	8 HR	OVER	EARLY	Call-in (Time/Initials)
BADGE	NAME														

Once an employee signs the overtime sheet and work becomes available, they will be scheduled. Overtime sheets will be posted two and one half (2.5) hours prior to the end of the shift on the designated sign-up day (or proper day in case of holiday) in proper locations (posted sign-up sheet areas). It is the employee's responsibility to verify if they are scheduled to work or not. Employees who are not in the plant, but have expressed a desire to work, are responsible for calling the plant to determine if they are scheduled. Any changes made to the overtime after it has been posted would require the employee to be notified. Employees added after the posting may refuse and not be double charged.

- E. If employees are absent on the sign-up day, they will be charged, except for prior approved contractual time off. Employees requesting to be contractually excused after the fact will not be exempt from the charge.
- F. Employees absent, for any reason, who call in no later than 4 hours on the appropriate day to inform Management of their

availability for weekday/weekend overtime, will be scheduled available hours.

- G. Employees who sign-up for weekend overtime and are absent on the last scheduled day prior to the weekend must notify management (i.e. 800 number, Group Leader, etc.) of their intention to work the weekend. Failure to notify management will result in removal from the overtime schedule.
- H. If two groups are tied in hours for the administration of low hour group offering of overtime, Management will offer the group that has the most seniority employee in it first, before proceeding to the next group.
- I. When there is more than one employee added to an equalization group, they will be offered any available hours in seniority order.
- J. Employees temporarily reassigned to an equalization group within their department for any reason will be placed at the bottom of that department provided the employees work in that equalization group for the majority of the shift and the addition is prior to lunch.
- K. When overtime is available in two (2) or more groups, employees must work the overtime accepted in their home group. In the event of Plan A in your home group, employees will be assigned to work in that group first. [Demand 63]
- L. Employees on overtime in an unpopulated group cannot be displaced by employees on straight time from other groups.

SECTION VI – SEQUENCE OF OFFERING ALL OVERTIME

A. It is mutually understood between the parties that the following overtime eligibility sequence will apply to that overtime occurring during the week as well as that overtime occurring on weekends:

- 1.** Exhaust low hour employee(s) in the affected equalization group.
- 2.** Exhaust low hour group(s) in the department on that shift.
- 3.** Exhaust low hour temporary employees in the department on that shift.
- 4.** Exhaust low hour equalization group(s) in the Process Area on that shift
- 5.** After exhausting a-d sequence for lining up weekend overtime go to the following shift sequence and offer available hours by b-d sequence. Employees being offered overtime on their shift must work their own shift first.

Day 6/Holidays preceding an overtime day

3rd shift = Go to 1st shift with 8-hour offer.

1st shift = Go to 2nd and then 3rd with an 8-hour offer.

2nd shift = Go to 3rd and then 1st with an 8-hour offer.

Day 7/Holidays preceding a straight time day

3rd shift = Go to 2nd and then 1st with an 8-hour offer.

1st shift = Go to 3rd and then 2nd with an 8-hour offer.

2nd shift = Go to 1st shift with an 8-hour offer.

6. If additional headcount is required, repeat a-c by offering preceding shift four hours and the succeeding shift four hours.
 7. When Plan "A" is in effect, temporary employees will be forced first within that department, followed by seniority employees in the above sequence. *[MOU for Temporary Employees]*
- B. When production plans change due to unforeseen circumstances, overtime employees who have been properly lined up for the original plan will not create a liability based on the new plan. Employees must be scheduled to report to work within 8.5 hours of the new plan being identified and communicated to the Union.

SECTION VII – EQUALIZATION GROUPS FOR THE APPLICATION OF PARAGRAPH 71

- A. Each shift shall be kept separate.
- B. Equalization groups will be comprised of employees who are engaged in similar type work.

GSC

Heavy Equipment operators will be supplemented on overtime by low hour equalization groups within their department and then followed by these departments using low hour sequence:

- 073 – Heavy Equipment, Locomotive, Switchmen
- 533 – Truck Driver
- 539 – Stock Room Attendant

Yard employees will work straight 8 hours on Saturdays and Sundays when schedule permits.

SECTION VIII – MAINTENANCE AND PATTERN SHOP

DEPARTMENT OVERTIME

- A. The intent of this procedure is to provide a manageable way of providing rotation of position on equalization listings. Management will monitor equalization hours between shifts and make adjustments in weekend scheduling on a monthly basis to maintain equality between shifts.
- B. Overtime will be charged to the week in which it is offered.
- C. The posting will then be used for the current week. Overtime required prior to the normal start time for all shifts on Monday, will be worked based on the posted hours of the preceding week.
- D. On weekday overtime, the number of required employees for each day will be posted prior to the start of the shift on Monday (or proper day in case of holiday, etc.). *[MOU-Offering of Weekday Overtime in the Maintenance Department]*
- E. On weekend overtime, the number of required employees will be posted prior to the start of the shift on Wednesday for 2nd shift and Thursday for 1st and 3rd shifts (or proper day in case of holidays, etc.). When it is necessary to follow the Utilization Agreement and "All and All" is required, Management will post "All and All" for the affected trade. Management retains the right to Red X when working "All and All."
- F. If there is no overtime offered for a particular day (e.g. "zero" or no number is posted) and overtime becomes available or the overtime number is increased, management will schedule the employees who have signed their intent to work.

Management will contact such employees and notify them of the schedule change. Employees added after the posting may refuse and not be double charged.

SECTION IX – MAINTENANCE AND PATTERN SHOP
DEPARTMENT OFFERING/CHARGING OF OVERTIME

- A. For weekday overtime, employees will be responsible for signing the posted equalization sheet to indicate their intent to accept available Paragraph 71 hours. Employees may sign the sheet prior to, but no later than 4.0 hours into their shift on Monday (or proper day in case of holiday, etc.). *[MOU for Offering Weekday OT in Maintenance Dept]*
- B. For weekend overtime, employees will be responsible for signing the posted equalization sheet to indicate their intent to either accept or refuse available Paragraph 71 hours. Employees may sign the sheet prior to, but no later than 4.0 hours into their shift on Wednesday for 2nd shift and Thursday for 1st and 3rd shifts (or proper day in case of holidays, etc.) without being told to do so by management.
- C. Employees failing to notify the clerk, management or designated person of their intent through either of the above methods shall be considered an automatic refusal for that scheduled overtime.
- D. Employees on military leave, Union business, vacation entitlement, bereavement, who desire Par. 71 hours, must call no later than 4.0 hours after the start of their regular shift on the designated sign-up day (or proper day in case of Holiday etc.)
- E. Employees will be offered available overtime by starting at the top of the equalization list and continuing down the list

until the required number is achieved. All employees offered will be charged unless otherwise exempt. [Demand 76]

- F. Employees who are not charged are those known to be on: vacation entitlement, bereavement, military leave, jury duty, and exemption.

- G. If the required number of employees are not obtained by the above, then the Red X force policy will be in effect. However, prior to using the Red-X procedure, management will ask employees from other shifts to work who have signed up to work Saturday and otherwise would not have had an offer to work.

- H. In the event an overtime offer can be supplemented with early/over offers on the adjacent shifts, management will consider scheduling as such to offset the Red X policy. [Demand 78]

- I. Equalization sheets by classification will be posted two and one half (2.5) hours prior to the end of the shift on the designated sign-up day (or proper day in case of holiday) in mutually agreed upon locations. It is the employee's responsibility to verify if they are scheduled to work or not. Employees who are not in the plant, but have expressed a desire to work, are responsible for calling the plant to determine if they are scheduled.

- J. Employees Red X'd will be notified by Management.

SECTION X – MAINTENANCE AND PATTERN SHOP DEPARTMENTS (GENERAL)

The following units will be considered separate equalization groups:

Dust Control
Clerk
Tool Cleaner

Unit QQ
Unit PP
Unit OO

SECTION XI – MAINTENANCE AND PATTERN SHOP
DEPARTMENTS (SKILLED)

- A. Journeypersons and J.I.T.S. and J.I.T.'s with more than 2 years
- B. J.I.T.'s with less than 2 years but more than 6 months and Apprentices with more than 6 months
- C. Apprentices with less than 6 months and J.I.T.'s with less than 6 months
- D. Shop Journeypersons (Apprentices and/or J.I.T.S. who have not completed related training)

In the application of this Agreement regarding the overtime group, Group A will be contacted first, Group B second, Group C third, and Group D fourth. If all four groups are contacted and more employees are still required, Management will use the past Red X Policy beginning with Group D, followed by Group B, then Group A, and then Group C.

The Red X policy is referring to Plan A of the Memorandum of Understanding on Overtime in the 2019 National Agreement.

SECTION XII – TERMINATION OF AGREEMENT

If either party desires to cancel, modify, or change this agreement, it shall at least sixty (60) days prior to the date that it proposes such cancellation, modification, or change becomes effective, give notice in writing of the proposed cancellation, modification, or changes to the other party. Within ten (10)

working days after receipt of notice to modify or change this agreement, a conference will be arranged to negotiate the proposal.

SECTION XIII – NOTICE OF RATIFICATION

This Paragraph 71 Agreement is subject to written notice of ratification by Local 211 UAW to be given to the Local Management.

After such notice of ratification is received from the Local Union by Management, this agreement will be effective as provided for herein upon approval of the General Motors Company and the International Union, UAW.

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

**UAW Local 211
Shop Committee**

**Defiance GPS, General Motors
Management**

Robbie Egnor

Steve Hartwig

Rick Busch

Chad Engelhart

Alan Stucker

Ginger Schroeder

Keith Boecker

Gary Hoehn

Alan Garrow

Joe Thomas

MATRIX FOR OFFERING & CHARGING OVERTIME

MATRIX FOR OFFERING & CHARGING OVERTIME

1. The following chart is to be used to offer and or charge overtime hours:

SITUATION	OFFER		CHARGE	
	WEEK	WEEKEND	WEEK	WEEKEND
Bereavement (Refer to g)	No, unless (e) applies	No, unless (a) applies	No, unless (e) applies and OT is accepted	No, unless (a) applies and OT is accepted
Jury Duty	No, unless (e) applies	No, unless (a) applies	No, unless (e) applies and OT is accepted	No, unless (a) applies and OT is accepted
Absence	No	No, unless (a) applies	No, unless (h) applies	Yes, when (h) applies
Vacation Entitlement	See footnote (b)	See footnote (b)	No, unless (b) applies and OT is accepted	Yes, when (h) and/or (k) apply. No, when (c)
Military Duty	No, unless (e) applies	No, unless (a) applies	No, unless (e) applies and OT is accepted	No, unless (a) applies and OT is accepted
Leave Less Than 30 Days	No	No, unless (a) applies	No, unless (h) applies	No, unless (h) applies
Return from Sick Leave on Friday	No	No, unless (a) applies	No, unless (a) applies	Yes, when (a) applies
Union Leaves	No, unless (e) applies	No, unless (a) applies	No, unless (h) applies	No, unless (h) applies

SITUATION	OFFER		CHARGE	
	WEEK	WEEKEND	WEEK	WEEKEND
Special Assignment at Customer Plant	No, unless (e) applies	No, unless (a) applies	Yes, when (h) or (e) applies and OT is accepted	No, unless (h) or (a) applies and OT is accepted
Special Assignment in the Plant	Yes, when (a), (f) and (h) apply	Yes, when (a) applies	Yes, when (h) applies	Yes, when (h) and/or (k) apply
Travel Day Refer to (j)	Yes	No	Yes, when (h) applies	No
Trainees and Special Assignment out of the Plant	No, unless (e) applies	No, unless (a) applies	No, unless (e) applies and OT is accepted	Yes, when (j) or (h) apply or (a) applies and OT is
Trainers/Trainees in the Plant	Yes, when (a), (f) and (h) apply	No, unless (a) applies	Yes, when (h) applies	Yes, when (h) and/or (k) apply
Temporary Layoff	No	No	Yes, when (h) applies	Yes, when (h) applies
FMLA	No	No	Yes, when (h) applies	Yes, when (h) applies
Restricted Employees (Refer to MOU)	Refer to MOU	Refer to MOU	Refer to MOU	Refer to MOU
ADAPT Employees	No	No	Yes, when (h) applies	Yes, when (h) applies

* Note: Any overtime accepted and not worked will be double charged, unless otherwise provided.

* Note: Any overtime offered outside of an employee's unit will not be charged unless accepted.

- a. If the employee calls Management (i.e. 800 number, Group Leader, etc.) of their availability no later than 4.0 hours after the start of their regular shift (Wednesday for 2nd shift employees and Thursday for 3rd and 1st shift employees, or proper day in case of holiday week, etc.), they will be scheduled.
- b. Employees will be offered overtime based on filed in advance vacation release form dates. Employees requesting Vacation Entitlement after the fact will be charged as if they were absent.
- c. Employees will only be exempt from the entire weekend overtime charges the number of weeks allowed by the National Contract up to five times per calendar year. This will be monitored by the area clerk and area management and any discrepancies in charging found after the fact will be corrected by an adjustment of hours.
- d. Only if the equalization group is exhausted.
- e. If the employee calls Management (i.e. 800 number, Group Leader, etc.) and informs them of their availability for overtime, no later than 4.0 hours after the start of their regular shift on the day prior to their return to work date.

- f. The corresponding equalization group must be exhausted on the shift the employee is training or being trained on.
- g. (Note: If an employee accepts overtime work during the week or for a weekend and/or holiday period, and does not work these hours accepted, due to bereavement adjacent [Friday or Monday] to the weekend or holiday period, the employee will not be charged for this overtime.)
- h. If overtime becomes available to their respective overtime slot.
- i. Employee will be paid for any travel that is required regardless of whether scheduled for overtime or not at the following rates: Less than 4 hours = 4 hours pay; 4 to 8 hours = 8 hours pay; Over 8 hours = actual time up to 12 hours pay.

PRECISION SAND WORK ASSIGNMENTS

PRECISION SAND WORK ASSIGNMENTS

The skilled trades work assignments will be followed unless specified otherwise in the chart below. Additionally, the parties are committed to the implementation of the provisions of Document 157 of the National agreement. The parties agree to jointly apply the Tasking Logic Tree to issues related to PMP. Issues unresolved at the local level may be referred to GM-UAW Skilled Trades and Apprentice committee for resolution.

Work Description	In Pattern Shop	On Plant 2 floor
1. repair mold tool	Pattern Maker	n/a
2. replace inserts	Pattern Maker	n/a
3. replace vents (vent scars) Contours	Pattern Maker	Pattern Maker
4. dimensional adjustment of slides	Pattern Maker	n/a
5. adjust proximity switches	Pattern Maker	Electrician
6. linear bearings replaced on tooling	Pattern Maker	<u>Millwright</u>
7. core pulls adjusted	Pattern Maker	Millwright

WORK ASSIGNMENTS (continued)

Work Description	In Pattern Shop	On Plant 2 floor
8. unloaders repaired	Pattern Maker	Millwright
9. water, steam and air hoses repaired	Pattern Maker	Millwright
10. replace hydraulic/ <u>air</u> cylinders on tooling	Pattern Maker	<u>Millwright</u>
11. set and load fixture repair	Pattern Maker	Millwright
12. vent cleaning	Pattern Maker	Precision Sand Technician
13. conveyor pallet adjustments/modifications	Pattern Maker	Millwright
14. lubrication	n/a	Millwrights (PMI lubrication), Precision Sand Technician (visual checks & incidental)
15. welding	Pattern Maker on tooling	Millwright
16. steam cleaning for hydraulic leak checks	n/a	Precision Sand Technician
17. tooling changeovers (i.e. <u>core boxes, rigging and SPM molds</u>)	n/a	<u>Precision Sand Technician</u>

WORK ASSIGNMENTS (continued)

Work Description	In Pattern Shop	On Plant 2 floor
<u>18.</u> adjust & replace robot loaded saw blades	n/a	Millwrights to adjust & change blades and maintain saws
<u>19.</u> <u>Shimming of tooling</u>	Pattern Maker	Millwrights will have responsibility for shimming <u>of</u> tooling.
<u>20.</u> CMM operation to check Aluminum castings	<u>Dimensional Control</u>	n/a
<u>21.</u> change thermocouples	n/a	Electrician
<u>22.</u> making of metallic ID Tags	The Pattern Maker trade will make ID tags	n/a
<u>23.</u> installation of metallic ID Tags	The trade responsible for the particular piece of equipment to install tags.	n/a
<u>24.</u> destructive testing of tooling and/or castings	Pattern Maker Trade	n/a

Work performed on robot EOATs on the production floor shall primarily be the responsibility of the Millwright and Electrician trade. Assistance can be obtained from the Pattern Maker trade in situations requiring their expertise.

**UAW Local 211
Shop Committee**

Robbie Egnor

Rick Busch

Alan Stucker

Keith Boecker

**Defiance GPS, General Motors
Management**

Steve Hartwig

Chad Engelhart

Ginger Schroeder

Gary Hoehn

Alan Garrow

Joe Thomas

NEW BUSINESS AGREEMENT

NEW BUSINESS AGREEMENT

Global Propulsion Systems, Defiance Plant, General Motors LLC. and UAW Local #211 have jointly agreed to this competitive agreement for New Business Operations pertaining to Precision Sand, Pre-Machining, Semi-Permanent Mold and any other New Business opportunity. This Memorandum of Understanding entered into this 22nd day of December, 2021, between Global Propulsion Systems, Defiance Plant, General Motors LLC. and United Automobile, Aerospace and Agricultural Implement Workers of America, UAW Local #211.

SECTION I – PURPOSE

The Parties have discussed extensively the necessity for continued growth as well as the need to make changes in current operating practices at the Defiance Plant. In this regard, the parties have reached consensus and have agreed to implement the following operating provisions: (1) following ratification by the UAW Local 211 Membership (2) approval by the International Union and GM’s Corporate Labor Group.

Guiding Principles of this Agreement

A. The Parties have discussed with the Powertrain Headquarter Staff and the International Union their desire to expand Defiance’s product portfolio by including additional modules of Precision Sand Blocks, Semi-Permanent Molded Heads, and Pre-Machining Operations. Additionally, when a “New Product Process” is awarded to the Defiance Plant to enhance our overall competitiveness, the parties pledge to work together to enact the provisions of this agreement in an expeditious fashion.

- B. The Parties also recognize when “New Product” is awarded to the Defiance Plant that production requirements will be based upon program timing and the need to supply product to our customer. In this regard, the Parties have constructed a Competitive Operating Agreement that will address current and future operating practices that will enable the Plant to build product competitively going forward. Through this document, the parties are empowered to make changes in this agreement without necessarily engaging in traditional negotiations. Such changes must be initiated by the Shop Committee and/or designated members of Management.
- C. The Parties pledge going forward to resolve issues as they occur at the lowest appropriate level. The parties will attempt to resolve issues before the matter is reduced to writing in the form of a grievance.
- D. More importantly, this agreement is designed to remove roadblocks and provide support to our operators so that they may perform their job responsibilities effectively in line with the GMS Principles. The success of this agreement will depend largely upon how the Leadership of the plant exemplifies a cohesive focus on Safety, People, Quality, Responsiveness, Cost and the Environment. As such, we will conduct our business in a manner which demonstrates conclusively that through cooperative Union-Management relationships, we will become the benchmark against which the competition measures itself.
- E. It should be noted that this is a Living Agreement that allows for change as circumstances dictate to address needs of the business and the people. However, a cornerstone of this

agreement is the parties' commitment to continuous improvement.

SECTION II – STEERING COMMITTEE

- A.** A Steering Committee will be established in each New Business Area comprised of members of Management and members of the Shop Committee. The Parties recognize the value of engaging in discussions of matters which involve the Operation of the Defiance Facility. Meetings will be conducted on a periodic or as-needed basis and will take into account the viewpoints of all concerned.
- B.** The purpose of the Steering Committee is (1) to develop policies governing the administration of the Defiance Facility and (2) to resolve potential problems before they occur. They will be responsible for developing, if appropriate: risk and reward systems, training matrices, monitoring schedules, recognition events, evaluation processes, issues regarding rotation, and other activities which support the social-technical aspects of the Defiance Facility.
- C.** The Steering Committee is responsible for developing and implementing innovative work strategies/practices that supports a working culture of running the plant in a manner that exceeds industry benchmark levels in attaining plant metrics.

SECTION III – INITIAL STAFFING OF NEW BUSINESS AREAS

Through advanced discussions, the Joint Parties will determine the timing of initial staffing for a “New Business” area.

Each area will initially be populated with a launch team. These team members will assist in the installation and debugging of that area. They will also be required to train and assist any oncoming

teams that will be running the area. The Joint Parties will have advanced discussions regarding the staffing of the New Business Area.

Initial Team Leader Selection Process For Launch

Team Leader selection will be made during the Launch Phase, (initial departmental/group staffing).

- A. A posting will be placed on the transfer board describing the job and its requirements.
- B. Resumes will be collected and interviews will be given by the Joint Parties. During this meeting, responsibilities and expectations will be communicated.
- C. Criteria for applicants applying for a Team Leader position will include an acceptable review of their disciplinary and attendance records.
- D. Prior to the placement of an applicant into a Team Leader role the Joint Parties will engage the applicant in an Assessment Process that focuses on skills, abilities and competencies.
- E. During the Team Leader Assessment phase, responsibilities, expectations, and how the New Business Area will operate will be communicated.
- F. The Joint Parties will select launch Team Leaders based upon interviews, skill assessment and seniority tie breaker.

- G. At the conclusion of the Team Leader Assessment Process, applicants will have an opportunity to withdraw their application for Team Leader consideration.
- H. The New Team Leaders will then be placed in their department.
- I. Initial Team Leaders will have a retention period of 12 months after SORP, unless removed by the Joint Parties.

Initial staffing of Team Members

- A. Employees may make application for posted openings in a “New Business” area by completing and submitting a Paragraph 63 Transfer Request.
- B. Employees transferring into a “New Business” area will be required to remain in their designated department for a period of one year after SORP.
- C. It is understood that, 12 months after SORP, there will be no retention period tied to job openings.

SECTION IV – SENIORITY AGREEMENT PROVISIONS **(PRODUCTION)**

- A. There will be one occupational technician group per New Business Area, hereinafter referred to as “group”.
- B. Departments will be formed to group employees by like work. Scopes of work for each department will be developed.
- C. Reductions from or recalls to the group shall be in accordance with the Local Seniority Agreement.

- D. In New Business Areas, operators can perform incidental work.
- E. Permanent Openings will be filled according to the Local Seniority Agreement (63a and/or 148 Transfer).
- F. Permanent layoffs will be in accordance with the Local Seniority Agreement.

SECTION V – OVERTIME PROVISIONS

- A. The Steering Committee will establish equalization groups that will arrange employees in groups that are engaged in similar work activities.
- B. Employees shall equalize their overtime among team members within their immediate work group.
- C. Employees must have completed the training matrix in a supplementation group prior to being considered to supplement that group.
- D. Skilled Trades Launch Team may be assigned to launch specific activities on any shift. Weekday overtime will follow special assignment language. Weekend or holiday overtime worked on non-launch activities will be performed on their home shift.

SECTION VI – SKILLED TRADES UTILIZATION

In recognition of the Company's commitment to award the GM – Defiance Facility new business opportunities, the parties have engaged in extensive discussions surrounding the need to operate GM Facilities in a safe and competitive manner. Further, the parties agree that our working relationship represents our ability to become the benchmark by which SPQRCE is measured. To that

end, the Local Joint Parties have agreed the Skilled Trades Utilization Agreement in the current Local Contract will not apply to the tear-out, installation, conversion and re-arrangement of the facilities and equipment associated with New Business Opportunities awarded to the Defiance Plant.

Also, it is recognized by both parties the importance of GM – Defiance Skilled Trades involvement to support current operations, meet project timelines, and complete projects competitively. The joint parties agree it will benefit the business by having our skilled trades install equipment that they will be maintaining.

The parties agree that with New Business Opportunity projects, the tear-out, installation, conversion and re-arrangement of the facilities and equipment will be performed by GM – Defiance Skilled Trades personnel to the maximum extent possible. Any outside contractors used to supplement GMPT Skilled Trades will be reviewed per the provision of Paragraph 183 of the National Agreement. When contractors are brought into the plant to supplement our Skilled Trades on these projects, the obligation to offer overtime work to the affected trades will be based on the following one for one formula.

All hours worked by a contractor in excess of 8 hours per shift Monday-Friday will be matched hour for hour by the affected GMPT Skilled Trades.

All hours worked by contractors on Saturday and Sundays will be matched hour for hour by affected GMPT Skilled Trades.

All hours worked by contractors on a contractual holiday will be matched hour for hour by affected GM Skilled Trades the same day contractors are to perform such work.

The matched hours will be distributed equally across shifts by affected trade.

To assure that the spirit and intent of the language is being met; a Joint Steering Committee will be established and co-chaired by the Shop Chairman and Plant Manager to oversee the distribution of the project work. (Shop Committee, Project Analysis, Maintenance & Engineering Managers).

SECTION VII – NOTICE OF RATIFICATION

This New Business Agreement is subject to written notice of ratification by Local 211 UAW to be given to the Local Management.

After such notice of ratification is received from the Local Union by Management, this agreement will be effective as provided for herein upon approval of the General Motors Company and the International Union, UAW.

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

**UAW Local 211
Shop Committee**

Robbie Egnor
Rick Busch
Alan Stucker
Keith Boecker

**Defiance GPS, General Motors
Management**

Steve Hartwig
Chad Engelhart
Ginger Schroeder
Gary Hoehn
Alan Garrow
Joe Thomas

**MEMORANDUMS
OF
UNDERSTANDING**

MEMORANDUMS of UNDERSTANDING

MOU – H&S Representatives charge for overtime worked

Any time there are 100 employees in the plant; H&S Representatives will be offered and will only be charged if their overtime slot is reached. This agreement does not apply to the H&S Alternates.

(Refer to Appeal case U-165)

Revised	Bennie Brown	Grant Muncy	May 2008
	Management	Union	Date

MOU – Weekend Overtime Coverage For Dept. 534 Clerks

When adequate manpower cannot be attained on a particular shift for weekend work, employees on the preceding shift that have accepted and are not working will be offered and will be moved to the following shift for the period of overtime.

If there is no one available on the preceding shift, then the employees from the following shift that **have accepted and are not working will be offered.**

If there is still no one available then the employees on the adjoining shifts **that are working** will be offered an additional 4 hours to cover the overtime.

This memorandum only pertains to the department 534 Maintenance clerks for weekend overtime coverage in conjunction with demand 378 of the 1996 Local Agreement.

Larry Rowe
Union

Tonya Hallett
Management

10-5-03
Date

MOU – Par 71 Administration: Medical Restriction Employees

Memorandum of Understanding entered into this 22nd day of December, 2021, between Global Propulsion Systems, Defiance Plant, General Motors LLC, and the United Automobile Workers of America Local 211. The parties agree hereto as follows:

PAR.71 ADMINISTRATION: MEDICALLY RESTRICTED EMPLOYEES

Employee with medical restrictions issued by the Plant Medical Director who are capable of performing specific job assignment(s) within their classification during straight time hours, will be offered the opportunity for overtime work in these job assignment(s), consistent with their restrictions, provided the job is scheduled for overtime work and the employee is contractually eligible for the overtime opportunity.

Employees who are incapable of performing the specific job assignment(s) available on overtime within their classification and for which they are contractually eligible will be charged the available hours if they cannot accept assignment due to their restrictions.

Any disputes will be reviewed by the Plant Medical Director, ADAPT Coordinators, Group Leader and District Committeeperson for prompt resolution.

Robbie Egnor

Ginger Schroeder

Union – 12/22/2021

Management – 12/22/2021

MOU – Dust Control Assignment When Contractors Clean Ductwork

We mutually agree that when contracting the cleaning of ductwork on the mold lines we will bring in an equal amount of Dust Control and assign them to work on that mold line.

Donald Lambert
Union – 3/4/96

John W. Lancaster
Management – 3/4/96

Revised Grant Muncy Bennie Brown May 2008

MOU – Millwright-Dust Collector Cleaner Job Responsibilities Matrix

Class	Clean out dry bag collectors Augers Bridged over	Clean out duct Fresh Air and Exhaust	Bag Type DC Changes	Cartridge Type Changes	Initial Seeding after bag change	Additional Batch seeding bag type DC
M/W			X		X	
D/C	X	X		X		X

Class	Seeding Cartridge type collectors	Dispose cartridges or bags from roof	Clean out mix tanks on the dry collectors	Transport bags to area on roof for use	Transport cartridges to area on roof for use
M/W					
D/C	X	X	X	X	X

X FULL RESPONSIBILITY

Note: Dust Collector Cleaner will take on General Responsibilities of the current Roof General Labors

When needed low hour group from Maintenance will supplement the Dust Control trade per L/A.

Robbie Egnor
Union – 12/22/2021

Ginger Schroeder
Management – 12/22/2021

MOU – Regarding Yard Activities/Yard Projects

The parties agree when projects are being performed on Defiance GPS plant premises by an outside contractor and the work being performed is similar in nature to that of Bargaining Employees who are assigned to yard work (i.e. loading and hauling, etc.), Management will develop a comprehensive breakdown of the project and work to be performed. Management will review this work through the Par. 183 process with the Shop Committee prior to contracting out such work.

Following the Par. 183 review, management will work the GMPT yard employees the agreed upon amount of matching hours in

overtime during the period the project is being worked by outside contractors.

(For example: If the joint parties Agreed that the work portion of the project would be 120 hours of match for bargaining unit yard employees. Management would work 5 employees from each shift ($5 \times 3 = 15 \times 8 \text{ hours} = 120 \text{ hrs}$) this would equal the agreed upon 120 hours of match.)

Definition of Yard Work Responsibilities

GMPTG Yard employees are responsible to:

- Operate switch engines.
- Clean out rail cars and haul material to the designated spot in the landfill (mixing area, exempt pile, or other).
- Load all scrap materials South of the fence and haul to the designated spot in the landfill (mixing area, exempt pile, or other).
- Load all materials from the charge yards and haul to the designated spot in the landfill (mixing area, exempt pile, or other).
- Operate the earthmoving pans, or trucks as designated, to take landfill materials to the designated areas of the landfill. Load earthmoving pans except when in the mixing area.
- Load materials sold/given for reuse to outside companies.
- Load and haul materials from the secondary settling basin ditch.
- Hauling and loading oil totes.
- Loading and hauling material to the hazardous material building, including loading out trucks.
- Manage all in-coming productive material deliveries.

- Operate mag-crane to load scrap metal into rail cars.
- All other work as assigned by management.
- Loading and hauling of by-product landfill material from the Precision Sand process.
- Contractor employees will not perform any yard work other than as listed on the following page unless mutually agreed through Par. 183 process.

Contractor employees are responsible for the following landfill duties:

- Remove sludge materials from the ditch going to the secondary settling basin and pile it beside the ditch.
- Remove sludge materials from the south end of the east primary settling basin, and pile it near the basin.
- Mix drag line sludge with other waste materials in the mixing area in the predetermined ratios as required by the OEPA landfill permit.
- Operate metal re-claimer to separate the metal from the mixing landfill materials.
- Separate, sort, or pick up any non-approved material from the waste material going to the landfill. (Separator building North of the fence.)
- Maintain roadways in the landfill.
- Water all traffic areas for dust control.
- Perform all engineered grading of landfill surfaces; and seed all non-active areas.
- Perform landfill maintenance such as mowing, tree removal on slopes, and cleaning out ditches.
- Load earthmoving pans and/or trucks in mixing area only for GM employees to haul to landfill.
- Timcor duties South of the Fence.
 - Load re-claimed metal North of the fence and take to the designated area South of the fence.

- Pick up Plant 2 desulphurization slag pans and take to mixing area, quench hot slag, and return slag pans to Plant 2 Courtyard.
- Any other engineering project work must be reviewed with the Shop Committee via Par. 183 process for resolution prior to contracting out such work.
- Haul landfill materials sold/given for reuse to outside companies for use offsite.

Robbie Egnor
 Union – 12/22/2021

Ginger Schroeder
 Management – 12/22/2021

MOU – Quality Coordinators

In the event of a manpower move, reduction, or shift preference, a Quality Coordinator having inadequate seniority to remain in his/her current classification on the shift and area of responsibility that he/she is assigned to, the following will take effect:

Due to the importance of this job, the employee will be reassigned to the most populated group in the respective area on their shift, seniority permitting. Quality Coordinators with inadequate seniority for any group in that area and shift will be reduced per the Local Agreement.

This Memo of Understanding will not deny the Quality Coordinator their rights under the Local Transfer Agreement.

Gary Bertram
 Union – 9/14/98

Ron Yoder
 Management – 9/14/98

MOU – Quality Coordinators Reassignment / Reduction

The potential reassignment and/or reduction of any of the plant's Quality Coordinators will be discussed with the Plant Manager and Chairman of the Shop Committee prior to any final decision to do so.

Charles Cox	Bennie Brown	3-28-08
Union	Management	Date

MOU – GMPT Millwrights Performing Certified Welding Pay Criteria

In complete settlement of this issue regarding certified welding, both parties agree that Millwrights performing certified welding will receive a paid lunch each day they perform such duties.

Tony Roberts Jr.	Grant Muncy
Manager – 9/21/07	UAW Local 211 – 9/21/07
Labor Relations	Chairman

MOU – Clarification of Shift Premium for Employees Attending Training

Employees who attend in-plant training on a shift other than they would otherwise normally work will be paid shift premium normally paid for their regularly assigned shift during the period they are attending such training.

<u>Robbie Egnor</u>	<u>Ginger Schroeder</u>
Union – <u>12/22/2021</u>	Management – <u>12/22/2021</u>

MOU – Administering Overtime for Trainers/Trainees on a Shift Other Than Their Home Shift

The joint parties agree that an employee, when training or in training, on a shift other than the shift they equalize on will be allowed to work overtime on the shift that they are training or being trained on if the following is achieved:

1. The employee has signed up for overtime on the shift the employee equalizes on and their respective slot has been reached.
2. The corresponding equalization group must be exhausted on the shift the employee is training or being trained on.
3. It is the employee's responsibility to notify the clerk or appropriate person of availability.

The parties reserve the right to amend this agreement at any time with mutual consent. It is also understood that either party may cancel this agreement by providing the other with a thirty day written notice.

Robbie Egnor
Local 211 Shop Chairman
10/5/2015

Tony Thomas
Maintenance Manager

LOCAL SETTLEMENT SUMMARIES

LOCAL SETTLEMENT SUMMARIES

The following are summaries of settlements between Management and the Union. These are included in the Memo Section of the Agreement in order to clarify policies and lessen the possibility of misunderstanding.

1. Management will attempt to excuse as many employees as is practical on the first day of hunting season. Employees who desire to be off on that day should submit to their supervisor a request to be excused as far in advance as possible.
2. It has and will continue to be the plant's policy to place employees on jobs they can do most effectively within the limits of their physical capabilities and their personal desires wherever practicable. The necessity for efficient operation may occasion temporary placement. However, as soon as possible Management will make every effort to return employees in line with their seniority and desires.
3. Management agrees to thoroughly blow down or vacuum the sand systems in both plants and create a clean-up schedule to maintain the sand systems in both plants at a minimum of twice a year. In addition, clean-up schedules for the core room, melting, and finishing departments will be determined by plant leadership teams.
4. Management agrees to consider, on an individual basis, the addition of seats for employees in areas where the production or the safety of the employees will not be adversely affected.

5. Management will empty scrap hoppers and trash containers in a timely manner. Trash cans will be cleaned when necessary.
6. Management will institute a program of periodic sweeping of the yard concrete roadways.
7. Management will provide space for jackets and coats in the employees' work area.
8. Hourly rated employees will not issue orders.
9. A Preventive Maintenance and Repair schedule is established for plant heaters. This schedule will include inspection and repair during the summer months.
10. A Preventive Maintenance and Repair schedule is maintained for Railroad crossings.
11. Management will continue to inspect the dust collecting equipment on a regular schedule and maintain the equipment in proper operating condition.
12. Management has the responsibility to keep the locker room and restrooms clean and in good working order. During periods of overtime or part-time operations, Management will review the janitor requirements and furnish the required services.
13. Management will, whenever possible, have production clean up production generated materials prior to skilled trades doing scheduled repair work. Skilled trades will still be expected to clean up as required to make emergency or breakdown repairs and materials generated by skilled trades.

14. In settlement of grievance No. 049285 the employees will continue to get proper relief and extra relief on hot humid days and if line is down 10 minutes or less the employees will not be made cleanup on these days.
15. Employees will be allowed to return bonafide emergency calls with consent of their supervisor using company phones providing they are calling the same geographic area as their home. Calls will be limited to a reasonable period of time.
16. Management does not expect or require employees to stand in water to perform their jobs.
17. This grievance is resolved on Management's statement that the grievant will be offered work in his classification before overtime is performed in that classification.
18. This problem is resolved on Management's statement that a special check (pay card/direct deposit) will be used to alleviate genuine pay shortage problems which are the result of a payroll error at 4 hours or more and are brought to Management's attention.
19. Management will assign people as deemed necessary for the cleaning of sidewalks to keep them in a safe, clean condition. Plant 2 & 2-E sidewalks will be given attention to be sure they are cleaned in a timely manner.
20. In full settlement of this grievance Management stated the employee will be given a personal pass to leave the plant for the purpose of seeing his personal physician, management stated, however, that the employee will be required to provide medical proof of any such appointment and the appointment must be kept within a reasonable time period from the employee's request.

21. Union and Management Safety Representatives will make regular scheduled safety checks on the railroad system. Problems noted on these safety checks will be forwarded to the Maintenance Department for repair.
22. Thirst quenching drink distribution will start prior to May 15th and continue beyond September 15th in the event of unusually hot weather. Supplies will be maintained by the cafeteria to facilitate this agreement. The supervisor and district committeeman will evaluate individual circumstances from September 16 to May 14 and determine if drink distribution is appropriate.
23. Management agrees that Skilled Trades do not set up machines to cycle unless repairs have been made.
24. In reference to: Grievance No. S141101, S141112, S141114, S141125, and D535411 management agrees that the issues contained within are those of which that have been identified and resolved in the past language dated March 14, 2002. Additionally, the language contained in Demand 166 of the 2003 Local Agreement also pertains to this issue. In further clarification, the joint parties agree that when it comes to maintenance issues pertaining to our CUC Powerhouse, management will first attempt to resolve such issues by assigning the Powerhouse Operators to such tasks. In the event such work exceeds the Powerhouse Operators ability, expertise or available manpower, management will contact the Maintenance Department and the proper skilled trade will be dispatched and/or scheduled if necessary, to perform such work.
25. (Demand settlement #54-2011 Local Agreement will be replaced as follows): Employees will be allowed to leave the Plant one time per day during their lunch period.

Special, infrequent situations, that are discussed in advance, or as soon as possible after the incident, with the Group Leader will be adjusted.

26. Tool Cleaners will be permitted to perform incidental truck operations directly related to tool cleaning activities within their work area and tool cleaning staging area.

27. Bargaining Unit (Div I and Div II) may perform painting (minor rule applies).

**UAW Local 211
Shop Committee**

Robbie Egnor

Rick Busch

Alan Stucker

Keith Boecker

**Defiance GPS, General Motors
Management**

Steve Hartwig

Chad Engelhart

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Alan Garrow

Joe Thomas

SKILLED TRADES

SKILLED TRADES

SECTION I – PATTERN SHOP OPERATING PHILOSOPHY

During the 2019 Local Negotiations, the parties discussed the Defiance Plant's investment in the future of the Pattern Shop. Concerns raised by the union during these discussions that are addressed in this agreement include utilization of tradespersons and equipment for Pattern Shop business, employee development and training, and revision of previous "Tooling Bid Agreements." The intent of this agreement is to optimize the ability of the Pattern Shop to provide quality tooling and specialty parts to production and maintenance departments in a timely manner within an improved Pattern Shop working environment.

A. Utilization of Pattern Shop Tradesmen and Equipment

- The parties agree to perform Pattern Shop work in-house as described below. This will allow the Pattern Shop to maintain tooling expertise in-house, promote employee involvement and ownership while allowing the plant to realize cost savings, return on investment and quick response time. Management will schedule overtime work equitably, where such assignments will not result in inefficiencies. The joint parties will develop and administer a training system that supports improved utilization of Pattern Shop equipment and opportunity for Pattern Shop tradespersons to use their training, knowledge, and expertise.
- The joint parties have agreed the duties of cleaning the Computer Numerical Control (CNC) equipment in the Pattern Shop will be the sole responsibility of the Pattern Maker trade. The duties will include: maintaining proper coolant levels, the monitoring of manufacturer's

specified dilution ratios, and the removal of chip conveyors and pans for steam cleaning. [MOU 12/8/11]

B. Definitions of Pattern Shop Tooling

- New and/or replacement tooling will be defined as tooling that is built new in its entirety from blueprints, part prints, pattern – layouts, cad models, sketches, etc. to be used to produce castings or cores (production, pre-production, tooling approval sampling, experimental runs, and prototype runs, etc.) used in all facets of foundry casting operations. The reuse of non-part cavity tooling is considered as new tooling according to the above definition.

- Unapproved tooling will be defined as tooling which is received by the plant’s receiving department the first time it is received after being built to be used to produce castings or cores (production, pre-production, tooling approval sampling, experimental runs, and prototype runs, etc.) used in all facets of foundry casting operations.

- Approved tooling will be defined as any tooling, which has been PPAP approved to produce castings or cores for production to be shipped to our customers.

(The definitions listed above will not limit the use of warranty or vendor error work.)

C. In-House and Historical Tooling work includes:

1. Major and minor modifications (engineering changes) of all approved tooling.

2. Modification of approved tooling in conjunction with a new part program.
3. Repair and maintenance of all approved tooling, specialty and/or emergency maintenance spare parts.

D. New or Unapproved Tooling:

At such times management contemplates out-sourcing repair, maintenance or modifications to new or unapproved tooling, Management representatives will afford the Union an opportunity to comment on Management's plans and to give appropriate weight to those comments in light of all circumstances as to whether or not the work should be done in house.

E. Pattern Shop Business Team

A Pattern Shop Business Team will be established for the purpose of improving inter and intra department relations. They will be comprised of a Pattern Shop Supervisor, a Tool Engineer, 2 Patternmaker Shop employees, and appropriate members of the Shop Committee. Union and Management will jointly select the members of this Team. The members will be provided with the proper training necessary to understand the business elements associated with the Pattern Shop operation. This Team will meet regularly, as determined by the group, to have advance discussions on tooling sourcing and other issues that pertain to the Pattern Shop.

The responsibilities of this Business Team will be to:

1. Review and discuss any new and/or replacement tooling that is contemplated on being built. (Management will notify union of any such work being sent out.)

2. Review and discuss in advance the reuse of any tooling.
3. Review and discuss in advance all warranty work associated with tooling.
4. Review and discuss in advance any repair or maintenance that may be required for all tooling that management is contemplating on contracting out.
5. Assess continuous improvement capabilities of the Pattern Shop to perform various types of work in line with SPQRCE and customer satisfaction for the Defiance Plant.
6. Meet regularly as determined by the committee to communicate tooling decisions to all three (3) shifts on any work being contemplated contracted out.

Any dispute arising from the administration of the Pattern Shop Operating Philosophy agreement, that cannot be resolved by the Pattern Shop Business Team, will be resolved by the Pattern Shop Steering Committee which consists of: An Engineering Manager, Pattern Shop Area Manager, Labor Relations and the Shop Committee.

F. Facility/Equipment Upgrades

With input from the Pattern Shop Business Team, Pattern Shop equipment has been identified and prioritized for repair, replacement, or upgrade. Over the life of the agreement Management will continue to monitor the equipment needs to support the core business needs of the Defiance facility. As such, management will continue to pursue capital funds for new equipment or upgrades as supported by a business case developed by the Pattern Shop Business Team. The new

equipment to be acquired supports the needs of the Pattern Shop employees becoming more competitive in job requirements.

[Demand 93]

G. Maintenance Spare Parts Process

Management will afford the Pattern Shop Business Team the opportunity to submit quotes on uncoded, machined maintenance spare parts for the Defiance GPS Plant through the General Motors purchasing process. Request for quotes will be submitted to the UAW Pattern Shop Business Team Members. When the Business Team quote meets the cost, manpower, timeframe, and quality requirements, the Pattern Shop will be awarded such work, provided business requirements are not impacted. The Business Team may request the opportunity to bid coded machined maintenance spare parts with the quote subject to the above provisions.

SECTION II – SKILLED TRADES STAFFING

It is recognized by both parties that an adequate skilled trades manpower level will be maintained to perform Defiance GPS skilled trades work. Therefore, both parties agree that the only method of reduction for skilled trades person from their classifications will be through attritions and/or voluntary transfer. Should Management subcontract work performed by Defiance GPS skilled trades it will be in accordance with the local utilization language. Skilled Trade staffing will be monitored by both parties and in accordance with the local and national agreements.

Red Circling of Dimensional Control

During the 2019 negotiations the parties have agreed to the Red Circling of the Dimensional Control classification. In order to become competitive, the parties agreed this was necessary to ensure the future of the Defiance Plant. The guidelines established in the 2019 agreement will continue to be followed.

Existing Pattern Makers in Dimensional Control will be given the opportunity to return to the Pattern Maker (Wood & Metal) classification. The remainder of the Dimensional Control will continue to perform traditional Dimensional Control work at the Pattern Maker skilled trades rate until they have retired or voluntarily transferred to another job. As skilled Dimensional Control attrit out of the classification, the work will convert to Other Than Skilled work. Such openings will be filled per Paragraph 63 of the National Agreement.

Overtime in Dimensional Control will be supplemented with Other Than Skilled. Pattern Makers in Dimensional Control will maintain the ability to supplement Pattern Shop (Wood & Metal) overtime.

Red Circling of Garage Mechanics

The Defiance GPS Garage Mechanic trade will be red-circled. Garage mechanics will be fully utilized prior to contractors supplementing the work. Garage mechanics will continue to perform traditional garage mechanic work until they have retired or voluntarily transferred to another job.

SECTION III – SKILLED TRADES FULL UTILIZATION AGREEMENT

During the current negotiations, the parties discussed extensively the difficulties encountered in the application of the term “Full Utilization” as it relates to subcontracting of Skilled Trades work. In this regard, the parties have attempted to address the needs of Skilled Trades members, and the business alike, through the agreed upon provisions below.

New Business:

- When New Business work is performed by outside contractors, Management will not incur an obligation to

offer overtime to the impacted skilled trades equalization group, unless outside contractors perform work in excess of eight (8) hours.

- Monday through Friday: For each day of the week when a contractor performs work in excess of eight (8) hours the impacted trade equal to the number of contractors will be offered the same hours.
- Saturdays, Sundays and/or Holidays: when the contractor performs work, the impacted trade equal to the number of contractors will be offered the same hours (Minimum of eight (8) hours).

Normal and Historic Skilled Trades Work:

- Monday through Sunday: for the purpose of full utilization, when a contractor performs normal and historical work, the impacted trade will be offered 12 hours Saturday and Sunday, during the calendar week in which the work is being performed, utilizing the following 1 to 3 ratios:

Example:

- 1 – 3 contractors = 3 matching trades
- 4 – 6 contractors = 6 matching trades
- 7 – 9 contractors = 9 matching trades
- Etc.

UAW Local 211 Shop Committee

Robbie Egnor

Rick Busch

Alan Stucker

Keith Boecker

Defiance GPS, General Motors Management

Steve Hartwig

Chad Engelhart

Ginger Schroeder

Gary Hoehn

Alan Garrow

Joe Thomas

SHOP RULES

SHOP RULES

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 ensure cooperation. 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. Falsification of personnel or other records.
2. Ringing the clock card of another.
3. Repeated failure to ring own clock card.
4. Permitting improper use of your badge, identification card, or other Company passes, papers or properties which may be entrusted to you.
5. Failure to wear badge in plain sight.
6. Absence without reasonable cause.
7. Tardy arrival at place of work.
8. Failure to call in, or report by lunch time of shift on which absence occurs.
9. Absence of three working days without properly notifying Management.

10. Leaving work assignment or plant during working hours without permission or failure to return to work after lunch period without permission.
11. Distracting the attention of others, or otherwise causing confusion by unnecessary demonstration of any kind on Company premises.
12. Creating or contributing to disorderly or unsanitary conditions.
13. Possession of weapons on Company premises.
14. Refusal to obey orders of foreman or other supervision.
15. Refusal or failure to do job assignment, (Do the work assigned to you and follow instructions; any complaint may be taken up later through your foreman.)
16. Operation of machines, tools or equipment to which you have not been specifically assigned.
17. Making scrap unnecessarily, faulty or careless workmanship.
18. Horseplay, scuffling, running or throwing things.
19. Wasting time or loitering in toilets on any Company property during working hours.
20. Smoking in specifically designated areas where smoking is prohibited.

21. Assaulting, threatening, intimidating, coercing, interfering with employees or supervision.
22. Unauthorized soliciting or collecting contributions for any purpose whatsoever during working hours.
23. Unauthorized distribution of literature written or printed matter of any description in working areas on Company premises during working hours.
24. Posting or removal of notices, signs, or writing in any form on bulletin boards or Company property at any time without specific authority of Management.
25. Misuse or unauthorized removal of employee lists, blueprints, Company records or confidential information of any nature.
26. Gambling, loitering or any other game of chance (or the possession of gambling paraphernalia) on Company premises.
27. Careless use, misuse or abuse of any tools, equipment, materials, products or other property, owned by other employees or by the Company or in the Company's custody.
28. Deliberate destruction of Company property, tools, equipment, property of employees or property in the Company's custody in any manner.
29. Restricting output.

30. The making or publishing of false, vicious or malicious statements concerning any employee, supervisor, the Company or its products.
31. Abusive language to other employee or supervision.
32. Fighting.
33. Theft or misappropriation of property of employees, or of the Company, or in the Company's custody.
34. Possession of or drinking of, liquor or any alcoholic beverages on Company property at any time. Reporting for work under the 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. Stopping work or making preparations to leave work (such as washing up or changing clothes) before the signal sounds for lunch period or before the specified quitting time.

41. Employees using other than regular pedestrian entrance or exit to the plant.
42. Operating or parking automobile in Parking Lot in such a manner as to endanger property or persons using Parking Lot.
43. Repeated violations of shop or safety rules.
44. Failing to wear clothing conforming to standards established by Management.
45. Littering, or contributing to poor housekeeping, unsanitary, or unsafe conditions, on plant premises.
46. Use, possession, distribution, sale or offering for sale, of narcotics or dangerous drugs including marijuana or any hallucinogenic agents, on company property at any time. Reporting for work under the influence of narcotics or dangerous drugs.

LOCAL DEMANDS

2019 LOCAL DEMANDS AND ANSWERS

Demand

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Demand 1 - Demand Management have all grievance settlements, strike settlements, memorandums and other agreements reached under prior agreements remain in effect unless specifically changed in the 2019 agreement and demand settlements.

Answer: Settled without prejudice to the position of either party on the basis that the parties agree to conduct a joint review to determine relevance and applicability of grievance settlements, strike settlements, MOUs and other agreements to the current operating conditions at Defiance. Any disagreements may be addressed at the Plant Management/Shop Committee meeting for resolution.

Demand 2 - Demand all members of the Shop Committee and Doc. 46, when needed, be paid at their proper rate and regular shift premium during negotiations and all meetings.

Answer: In complete settlement of this demand, it is managements intention to ensure that shop committee members and Doc 46 receive the proper premiums tied to said shift and pay for hours worked during negotiations.

Demand 3 - Demand the minutes of all negotiation meetings be supplied by Management electronically and on paper with an index page on the front page of all settlements given to the Union the next day.

Answer: The Union and Management will jointly agree on contract language and minutes that are clear and concise to be understood by both parties.

Demand 4 - Demand Management furnish all employees typed copies (large print) of all 2019 settlements indexed on the front cover for pre-ratification meetings, in a timely manner.

Answer: In complete settlement of this demand, Management will support the Shop Committee with all of the 2019 settlements needed to assist with the communication to the GM-Defiance workforce.

Demand 5 - Demand Management update all sections of the Local Agreement to include the agreed upon settlements.

Answer: In complete settlement of this demand, Management will update the sections of the Local Agreement to include all changes as a result of the 2019 Local Negotiations. Any change and or new language will be underlined.

Demand 6 - Demand Management provide negotiated wire bound 2019 Local Agreement books that include tabs and all demand settlements for every employee.

Answer: In complete settlement of this demand, Management will make available wire bound Local Agreement books with tabs containing all agreements, demands, and settlements to GM Defiance employees following ratification of the Local Agreement.

Demand 7 - Demand all open grievances be settled.

Answer: In complete settlement of this demand, all open grievances will be resolved under the 2019 Local Negotiation unless mutually agreed upon between the local parties.

Demand 8 - Demand Management give a specific reply to each individual local demand.

Answer: In complete settlement of this demand, Management agrees to reply to each individual demand submitted by the Union, unless there is a mutual agreement between the parties to do otherwise.

Demand 9 - Demand Management install a badge reader for Plant 2 Work Center access.

Answer: In complete settlement of this demand, the current locks on the Plant #2 Work Center are adequate

Demand 10 - Demand Management install a new Union Work Center and Benefits Center in Plant 2, of proper size, to allow for privacy on personal matters. The Union needs to be involved with all planning processes.

Answer: Management agrees to follow the provisions of Doc 73 as set forth in the N.A. book in reference to the Union Work Center.

Demand 11 - Demand Management supply the Work Center with new chairs mutually agreed upon.

Answer: Management and the Union will review the need to replace chairs in both Union Work Centers and replace

chairs which are mutually agreed upon in need of being replaced.

Demand 12 - Demand Management have quarterly meetings to inform employees of the state of GM.

Answer: Demand Granted.

Demand 13 - Demand Management expunge all disciplinary records upon ratification and start all employees with a clear record.

Answer: In complete settlement of this demand, the parties agree that upon notice of ratification of this agreement, each employee will have their latest disciplinary action removed from their record with the exceptions being Document 8 corrective action steps, discharge/terminations, and anyone covered by an on-going Last Chance Agreement.

Demand 14 - Demand Management have the IT department scheduled each Monday to verify all Kronos Card Readers are functioning properly.

Answer: Management will continue to monitor and verify the KRONOS card reader stations are functioning properly.

Demand 15 - Demand Management provide cell phones for members of the Shop Committee for work purposes.

Answer: Management will continue to look for ways to improve communications in line with company policies.

Demand 16 - Demand Management install badge readers for employees to print their check stubs.

Answer: In complete settlement of this demand, current method is adequate. Management will maintain the current badge readers.

Demand 17 - Demand Management email paystubs to employees to prevent having to log into different systems with passwords that have to be changed all the time.

Answer: In complete settlement of this demand, the corporate process used for viewing paystubs is adequate.

Demand 18 - Demand Management allocate \$800,000 equally among UAW active members as a sign-on bonus from the plant's budget.

Answer: In complete settlement of this demand, Management will abide by the provisions set forth in the 2019 National Agreement regarding wages and the payment of wages.

Demand 19 - Demand Management implement 0.3 wash up pay daily.

Answer: In complete settlement of this demand, Management will comply with the relief practices set forth in the 2019 National Agreement.

Demand 20 - Demand Management re-implement wash up pay to all GM hourly employees at 0.5 (1/2 hour) daily.

Answer: In complete settlement of this demand, Management will comply with the relief practices set forth in the 2019 National Agreement.

Demand 21 - Demand Management identify all work done by the 3rd party and the subcontracting of work to include daily outside contractor work schedules to the local union bargaining unit with the business case.

Answer: Management will continue to follow the related provisions of the National Agreement.

Demand 22 - Demand Management provide access to contractor punches in Kronos on a weekly basis.

Answer: Contractor hours are not recorded in Kronos. Management will continue to grant access to contractor sign in logs and badge punches as required when related to a legitimate investigation.

Demand 23 - Demand Management provide electronic PDF versions of the local contract and hourly seniority lists.

Answer: The present method of communicating the local agreement provisions and the local seniority listing is adequate.

Demand 24 - Demand Management move 3rd shift start time to 11:00 pm, 2nd shift start time to 3:00 pm, and 1st shift start time to 7:00 am.

Answer: Management will schedule shift start and ending times based on the needs of the business and will give

consideration to shift change requests as supported by a valid business case.

Demand 25 - Demand Management provide all training for PERT members, including continuing education, at no cost to members of PERT.

Answer: In complete settlement of this demand, and in support of the PERT team, management will continue to evaluate training requests from the PERT team and approve training when deemed necessary.

Demand 26 - Demand Management withhold city income taxes for all affected employees.

Answer: In complete settlement of this demand, the current method is adequate.

Demand 27 - Demand Management immediately excuse absence, tardiness, and early leaves from the plant for all certified firefighters and EMT's when they are summoned to report for duty in times of emergency.

Answer: In complete settlement of this demand, the current method is adequate.

Demand 28 - Demand Management allow all non-scheduled production times to be worked at straight-8's

Answer: In complete settlement of this demand, Management will abide by the provisions set forth in the 2019 National agreement as it pertains to wages and the payment of wages for time worked.

Demand 29 - Demand Management allow GPS Bargaining Unit hourly employees to leave the plant more than one time a day without having their pay docked.

Answer: In complete settlement, current method is adequate.

Demand 30 - Demand Management allow employees to clear through medical and personnel on the day they are scheduled to return to work on company time.

Answer: In complete settlement of this demand, Management will work to continue to seek ways to simplify the return process from sick leave within company policies.

Demand 31 - Demand Management follow the National Agreement and not discriminate against employees. Demand local settlement language be addressed in a timely 3rd step standard for grieved employees to make them whole, including calls to the awareness hotline initiating legitimate complaints.

Answer: Management will continue to abide by the applicable provisions of the National Agreement.

Demand 32 - Demand HR Dept. enforce these shop rules against management for poor work performance practices and poor project manager skills, and reprimand Management Planners for the uncooperative efforts, depending on the action of seriousness, up to immediate discharge, for the Guide Pin issues plaguing production for the last (7) seven years, and the associated high repair cost.

Answer: In complete settlement of this demand, Management will continue to follow corporate policy regarding salary employees.

Demand 33 - Demand Management allow team members with seniority over a Team Leader on a preferred shift to bump the Team Leader without having to become a Team Leader. Team Leader's should not have super seniority.

Answer: The current method of shift preference relative to Team Leaders is adequate.

Demand 34 - Demand Management allow Skilled Trades Team Leaders a maximum of 20% of their time on the floor.

Answer: In complete settlement of this demand, Management will abide by the provisions set forth in the 2019 National Agreement as it pertains to GMS and the roles and responsibilities of the Team Leaders.

Demand 35 - Demand Management allow Skilled Trades Team Leaders to enter all data into Maximo given to them by team members.

Answer: In complete settlement of this demand, the MAXIMO system is a tool which is designed to be used by all employees. Management will continue to review ways to simplify the use of MAXIMO for all employees.

Demand 36 - Demand Management change the de-selection process of Team Leaders. There needs to be a quicker way of removal. Once the 1st escalation process is met the Team Leader will be removed and replaced.

Answer: In complete settlement of this demand, present method is adequate within the GMS operating guidelines.

Demand 37 - Demand Management put Team Leaders into their own equalization groups.

Answer: In complete settlement of this Demand, all non-working team leaders will be placed in their own equalization group within their respective department.

Demand 38 - Demand Management with respect to Team Leader retention not have Team Leaders who have previously been in that classification be subject to the six (6) month rule.

Answer: In complete settlement of the demand, the current method for team leaders is adequate.

Demand 39 - Demand Management define the predictive maintenance procedures within GMS problem solving

Answer: In complete settlement of this demand, present method is adequate.

Demand 40 - Demand Management only rotate jobs for documented ergonomic issues.

Answer: In complete settlement of this demand, Management will continue to follow the provisions established in Doc. 40 of the 2019 National Agreement as it pertains to rotation.

Demand 41 - Demand Management offer Team Leaders open Team Leader positions on a preferred shift in their department before filling the vacancy with a team member.

Answer: In complete settlement of this demand, present method is adequate.

Demand 42 - Demand Management pay employees the higher shift premium between their normal home shift and their assigned work span.

Answer: In complete settlement of this demand, Management will follow the National Agreement relative to shift premiums.

Demand 43 - Demand Management honor requests to cross-train as soon as manpower permits.

Answer: In complete settlement of this demand, Management understands the value of cross training and will consider cross training opportunities as business needs permit.

Demand 44 - Demand Management allow employees reassigned to a different department to pick their job before any employees working overtime in that department.

Answer: Demand granted for production departments.

Demand 45 - Demand Management fill job openings in the stock room with the proper person without having to wait the 2-month time period. There should NOT be a 'D' move put in these positions.

Answer: In complete settlement of this demand, present method is adequate.

Demand 46 - Demand Management allow 20% off for vacation per department/classification per shift.

Answer: In complete settlement of this demand, Management will continue the practice of scheduling vacation based on National Agreement guidelines and current operating conditions. Management will continue to review opportunities to allow additional vacations when conditions allow while maintaining its ability to ensure efficient operation of the plant.

Demand 47 - Demand Management use the following table when determining 10% vacation coverage: 1-10=1 off, 11-20=2 off, 21-30=3 off, etc.

Answer: This demand is settled based on demand answer 46.

Demand 48 - Demand Management stop micro-managing departments with the 10% vacation rules and allow group leaders from within their departments to manage vacation request schedules.

Answer: Refer to demand 46 settlement.

Demand 49 - Demand Management schedule all vacation requests based on seniority. Employees will submit vacation request forms in February of each year stating a maximum of 4 vacation periods, not to exceed 1 week each.

Answer: In complete settlement of this demand, during the February Vacation application period, employees will be eligible to complete one (1) vacation application form containing three (3) choices for four (4) vacation time periods, not to exceed one (1) working week per choice. Vacation will be allocated and approved in plant seniority order (per seniority agreement) for single days through full week time periods up to 10% off for any given day. Upon mutual agreement and approval of summer temps, the February vacation forms will be utilized at that time to allow increased vacation approval up to 15% for the time period summer temps are on-site.

Demand 50 - Demand Management grant vacation weeks without regards to a single day vacation request.

Answer: Refer to Demand 49 settlement.

Demand 51 - Demand Management allow employees to use vacation hours to cover late or tardiness occasions.

Answer: In complete settlement of this demand, current method is adequate.

Demand 52 - Demand Management take into consideration the number of employees available and present in Dept. 411 when approving vacations in other departments.

Answer: The current method to address the issue is adequate.

Demand 53 - Demand Management zero out the overtime hours and maintain the same sequence order of groups.

Answer: In complete settlement of this demand, each year, overtime hours will be rolled back; the lowest hour employee in the equalization groups within the same department, across all shifts will be given zero (0) hours and the rest of the equalization groups within the same department will have those hours omitted from the equalization list. Such roll back will be made before February 1 of each new year.

Demand 54 - Demand Management cover all absences with overtime.

Answer: In complete settlement of this demand, Management will schedule employees based on the needs of the business.

Demand 55 - Demand Management remove the 12-hour cap for work.

Answer: In complete settlement of this demand, current method is adequate.

Demand 56 - Demand Management allow an employee the option of working 8 hours when forced in on Plan A. Currently when coverage is found for 4 hours of your shift, management will force you for 4 hours and not give the option of 8.

Answer: In complete settlement of this demand, Management will include a separate column on the overtime sheet for employee to sign "If forced, I wish to work 8 hours".

Demand 57 - Demand Management when overtime is cancelled on a Saturday, it still counts toward the 2-Saturday requirement for Plan A.

Answer: This demand is settled based on the applicable National Agreement language.

Demand 58 - Demand Management when forcing (Plan A) an employee on Saturday that they force the employee with the least amount of Saturday hours in that equalization group.

Answer: The current method in which Management administers Plan A is adequate.

Demand 59 - Demand Management give the employee the option to be double charged for all hours forced.

Answer: The present method for double charging employees is adequate.

Demand 60 - Demand Management if any employee is laid off, no overtime can be forced on anyone in the classification of which there was a layoff.

Answer: Management will schedule employees based on the needs of the business

Demand 61 - Demand Management notify employees of any changes of overtime, increases or decreases, after the overtime sheets are posted.

Answer: Management will continue to notify employees of any change of overtime as administered in the Par. 71 language in the Local Agreement.

Demand 62 - Demand Management offer all available overtime to the proper people who are capable of performing the work, regardless of 'Harvey Ball' status.

Answer: In complete settlement of this demand, the current method is adequate.

Demand 63 - Demand Management when team members are reassigned on Thursday and weekend overtime becomes available, they must work their home group before the group they are reassigned to.

Answer: Demand granted.

Demand 64 - Demand Management to include special assignment employees in the MOU on Administering Overtime for Trainers/Trainees on a Shift Other Than their Home Shift.

Answer: In complete settlement of this demand. The current method is adequate.

Demand 65 - Demand Management change the language in Par. 71 #13 "An employee that exits an equalization group and returns to the same equalization group on the following month will come back to the equalization group at the group average in addition to any hours accumulated or with the hours they exited with, whichever is greater, regardless of 30 days. Add the words "on their own accord".

Answer: In complete settlement of this demand, when an employee transfers from one equalization group to another, the employee shall enter at the average of the group.

Demand 66 - Demand Management provide a description of jobs and/or tasks available for weekend overtime on the sign up (intent) sheet.

Answer: In complete settlement of this demand, Management will continue to assign work based upon the overtime signup.

Demand 67 - Demand Management make available all known scheduled production and maintenance considerations on the first weekday of the shift specific for the application of weekday overtime and scheduling manpower. Also, make known and post weekend schedules and plans on Wednesdays for specific shifts.

Answer: In complete settlement of this demand, Management will make every effort to communicate known schedules as soon as practicable.

Demand 68 - Demand Management post all overtime hours charged from the previous weeks offers. Each departments equalization list for each respective shift and each equalization group will be posted in the department showing previous weeks overtime offers, worked hours, refused to work hours, and exemptions/vacations time off.

Answer: In complete settlement of this demand, current method is adequate.

Demand 69 - Demand Management assign a GM bargaining unit employee to the shoe/stockroom/GSC cage across all 3 shifts whenever 20 employees are working or a group/department is working, whichever is less. Also maintain a minimum of 2 employees in the cage per shift while working holidays and weekends.

Answer: Management will schedule and assign employees to work based on the needs of the business.

Demand 70 - Demand Management allow all clerks to be offered all holidays and all weekends overtime. Remove 35% from the Par. 71 language.

Answer: Management will schedule employees based on the needs of the business.

Demand 71 - Demand Management work a maintenance clerk, a production clerk, and a Pattern Shop Clerk on weekends and holidays when there is/are 10% of the department workforce scheduled to work on that shift. For the purpose of clerk representation in handling and performing other legitimate functions anytime 8 or more of the people they normally perform functions for are working in their department on either overtime, part time or temporary layoffs, shutdowns, inventory or plant rearrangements, holidays and weekends, they will be offered that overtime. When department clerks who would be scheduled to report during overtime and holiday hours as provided herein and advise Management in advance they will be absent during such hours, Management will schedule an alternate clerk for those departments to report.

Answer: Management will schedule employees based on the needs of the business.

Demand 72 - Demand Management schedule clerks when a group/dept. is working. See Demand 96 of the 2015 L.A.

Answer: In complete settlement of this demand, the current method is adequate.

Demand 73 - Demand Management ask a quality department employee to work when any department is scheduled for weekend or holiday overtime.

Answer: In complete settlement of this demand, when weekend operations require Quality Technicians to complete their job responsibilities, they will be scheduled to work.

Demand 74 - Demand Management not make employees work extended hours if they are not scheduled for their base 8 hours.

Answer: Demand granted.

Demand 75 - Demand Management exhaust the entire shift for all classifications when offering overtime before going to the over's/early's. A Team Leader shouldn't get offered 12 hours before a qualified employee gets offered 8 hours.

Answer: In complete settlement of this demand, present method is adequate.

Demand 76 - Demand Management eliminate the red-line/blue-line language from Par. 71 of the 2015 Local

Agreement and make weekend overtime charging the same as weekday charging for the maintenance employees.

Answer: Demand Granted.

Demand 77 - Demand Management notify employees being Red X'd under Par. 71 on the day of the overtime offer by the end of the shift. An employee notified after the normal sign up day for that week may refuse the Red X force.

Answer: This demand is settled based on 2019 Local Paragraph 71 Local Agreement language.

Demand 78 - Demand Management offer 12 hours to the other shifts prior to using the Red X (Plan A) policy.

Answer: In the event an overtime offer can be supplemented with early/over offers on the adjacent shifts, management will consider scheduling as such to offset the Red X policy.

Demand 79 - Demand Management offer employees who signed up for 'early' overtime when they did not get enough employees to work the 'over' overtime. i.e. Mgmt. needs 8 employees to work 12 hours over. There's only 2 signed up for the over and there's 4 signed up for the early. Management must offer those early employees to work.

Answer: Management will schedule employees based on the needs of the business.

Demand 80 - Demand Management when Skilled Trades are recalled temporarily to perform project work, allow seniority employees to perform the work on the shift that

the lesser seniority employees cannot maintain due to a lack of seniority and backfill their openings with the lesser seniority/recalled tradesmen.

Answer: In complete settlement of this demand, present method is adequate.

Demand 81 - Demand Management add apprentices to the Pattern Maker trade and other Skilled Trades as necessary in order to maintain the skill and expertise level that we are known for here at the Defiance plant.

Answer: Management will follow the direction of the National Parties related to Apprentices.

Demand 82 - Demand Management return all Skilled Trades to their last trade prior to the last reduction upon ratification and replace one tradesmen as one exits.

Answer: Management will continue to monitor operational & staffing needs and, should additions be required in the future, Management will adhere to established contractual requirements in assessing the appropriate placement of such employees.

Demand 83 - Demand Management re-instate all displaced Skilled Trades and supply them with back pay.

Answer: Management will continue to monitor operational & staffing needs and, should additions be required in the future, Management will adhere to established contractual requirements in assessing the appropriate placement of such employees.

Demand 84 - Demand Management post all open Skilled Trades jobs.

Answer: Management will continue to use the Demand 148 process to fill openings

Demand 85 - Demand Management purchase additional powered air purifying respirator (PAPR) welding hoods so there are at least 1 for every 10 Millwrights in the plant.

Answer: In complete settlement of this demand, Management agrees to provide 5 PAPR Welding hoods for the Millwrights in the Plant. The Pattern Shop will also be provided with 2 PAPR Welding hoods for use.

Demand 86 - Demand Management provide Millwright welders who are unable to pass respirator fit testing, with their own PAPR welding hood.

Answer: In complete settlement of this demand, Management agrees to provide 5 PAPR Welding hoods for the Millwrights in the Plant. The Pattern Shop will also be provided with 2 PAPR Welding hoods for use.

Demand 87 - Demand Management upgrade the Walter tool grinder in Plant 1 Pattern Shop. Also, do a mechanical overhaul, upgrade the software, and train all Pattern Makers to the upgrades.

Answer: Management will continue to support the business needs of the Defiance Plant by pursuing investments in updates and/or purchases of equipment in the Pattern Shop to optimize efficiencies of our operation when supported by

a business case developed by the Pattern Shop Business Team. As such, management will continue to pursue capital funds for the purchase of a new Mill.

Demand 88 - Demand Management purchase a new midsize CNC lathe to replace the Mazak lathe that is being de-commissioned.

Answer: Management will continue to support the business needs of the Defiance Plant by pursuing investments in updates and/or purchases of equipment in the Pattern Shop to optimize efficiencies of our operation when supported by a business case developed by the Pattern Shop Business Team. As such, management will continue to pursue capital funds for the purchase of a new Mill.

Demand 89 - Demand Management purchase a new RAM-EDM to enable the Pattern Shop to repair critical areas on tooling.

Answer: Management will continue to support the business needs of the Defiance Plant by pursuing investments in updates and/or purchases of equipment in the Pattern Shop to optimize efficiencies of our operation when supported by a business case developed by the Pattern Shop Business Team. As such, management will continue to pursue capital funds for the purchase of a new Mill.

Demand 90 - Demand Management purchase a midsize horizontal CNC Mill to enable the Pattern Shop to retain close tolerances on tooling. This would be a replacement for the Fadal 4020 CNC Mill being de-commissioned

Answer: Management will continue to support the business needs of the Defiance Plant by pursuing investments in updates and/or purchases of equipment in the Pattern Shop to optimize efficiencies of our operation when supported by a business case developed by the Pattern Shop Business Team. As such, management will continue to pursue capital funds for the purchase of a new Mill.

Demand 91 - Demand Management upgrade the toolboxes in the Pattern Shop to the same level as the other maintenance toolboxes. This will provide a standardization for toolboxes in the Defiance plant.

Answer: In complete settlement of this demand, Management will evaluate the need for new toolboxes and purchase new toolboxes for the Pattern Makers as the need arises.

Demand 92 - Demand Management change the language in the Pattern Shop Initiatives tab from Ferguson to the current organization handling spare parts. Demand the Pattern Shop be contacted for all machine parts being sent out for RFQ (Request for quote).

Answer: In complete settlement of this demand, Management agrees to the updated process defined in the Maintenance Spare Parts Process in the Pattern Shop Operating Philosophy language.

Demand 93 - Demand Management maintain and upgrade the Pattern Shop and Dimensional Control equipment. Demand \$800,000 investment.

Answer: Management will continue to support the business needs of the Defiance Plant by pursuing investments in updates and/or purchases of equipment in the Pattern Shop to optimize efficiencies of our operation when supported by a business case developed by the Pattern Shop Business Team. As such, management will continue to pursue capital funds for the purchase of a new Mill.

Demand 94 - Demand Management return all tool setting currently done by PSMI to the Pattern Shop Bargaining Unit.

Answer: In complete settlement of this demand, current method is adequate.

Demand 95 - Demand Management replace, repair, and remanufacture all worn out or obsolete machines in both Pattern Shops with an acquired revolving major projects account of \$5,000,000.

Answer: Management will continue to support the business needs of the Defiance Plant by pursuing investments in updates and/or purchases of equipment in the Pattern Shop to optimize efficiencies of our operation when supported by a business case developed by the Pattern Shop Business Team. As such, management will continue to pursue capital funds for the purchase of a new Mill.

Demand 96 - Demand Management pay production employees maintenance pay while they're performing tooling changeovers or fixtures. This is Millwright/Pattern Shop work which is defined in our 2015 Local Agreement.

Also, employees who have grieved this should be made whole with all their back pay.

Answer: Under the 2019 Local Agreement language tooling changes will be performed by Division 1 employees. Previous occurrences regarding this issue will be resolved by pending grievances through the contractual grievance procedure currently at or tied to 4th step grievances as agreed upon.

Demand 97 - Demand Management have a Millwright change the blade on the quality department saw.

Answer: Present method adequate.

Demand 98 - Demand Management allow any service work done on the Work Fit equipment be done by GMPS Skilled Trades.

Answer: Management will continue to monitor operational & staffing needs and, should additions be required in the future, Management will adhere to established contractual requirements in assessing the appropriate placement of such employees.

Demand 99 - Demand Management re-implement the Gage Coordinator Position for any work with gages in the plant.

Answer: In complete settlement of this demand the current method for monitoring and calibrating gauges is adequate.

Demand 100 - Demand Management allow all gages to be checked and calibrated by GMPS hourly employees.

Answer: This demand is settled based on demand answer 99.

Demand 101 - Demand Management retain all GM GSC stock room attendants for stock room inventory associated work and have them perform all such work.

Answer: Management will properly utilize GSC stock room attendants before utilizing outside contractors for initial physical inventory and associated inventory material movement.

Demand 102 - Demand Management allow all work associated with the stock room be performed by UAW GMPS hourly employees.

Answer: Management will evaluate tasks based on business cases that improve the competitive position of the plant. The Joint parties will discuss all opportunities.

Demand 103 - Demand Management use the GMS hourly staff on different shifts. Instead of having all of them on 1st shift, put 2 on 1st, 1 on 2nd, and 1 on 3rd so all shifts have the ability to get help.

Answer: Management will review the appropriate work assignments and shift coverage for the GMS group.

Demand 104 - Demand Management return all clerk work back to UAW Bargaining Unit clerks.

Answer: In complete settlement of this demand, Management will consider operational efficiency when assigning work to clerks.

Demand 105 - Demand Management fill the positions of Safety, Scheduling, Engineering, and Timekeeping clerks with GPS Bargaining Unit hourly employees.

Answer: In complete settlement of this demand, Management will consider operational efficiency when assigning work to clerks.

Demand 106 - Demand Management have security maintain a schedule of all overhead door operations and notify the proper personnel when repairs are needed. Clerks will not be responsible for work area call-ins or logs but may assist on downshift follow up communications, when necessary, for identifying purposes.

Answer: Current Method adequate.

Demand 107 - Demand Management have full time coverage for a UAW Bargaining Unit Clerk in the Dept. 520 Pattern Shop and on the Pattern Shop Business Team.

Answer: In complete settlement of this demand, Management will consider operational efficiency when assigning work to clerks.

Demand 108 - Demand Management separate clerks into departments based on responsibilities.

Answer: Current method is adequate.

Demand 109 - Demand Management create an hourly customer contact position at Spring Hill Assembly related to SPM castings.

Answer: Management will evaluate tasks based on business cases that improve the competitive position of the plant. The Joint parties will review all opportunities that are evaluated by Management.

Demand 110 - Demand Management create a separate truck driver department assigned to pre-established departments and eliminate Dept. 533 truck driver department.

Answer: In complete settlement of this demand, present method is adequate.

Demand 111 - Demand Management place all production technicians assigned to the developmental line in the same department and equalization group, either in the coremaker or melting departments.

Answer: In complete settlement of this demand, present method is adequate.

Demand 112 - Demand Management return all DFM contracted work to GPS Bargaining Unit hourly employees.

Answer: Management will continue to follow Doc 57 of the National Agreement related to housekeeping services.

Demand 113 - Demand Management assign GPS Bargaining Unit Quality Coordinators to all operating shifts and plants.

Answer: Quality Coordinator staffing will be based on business case evaluations.

Demand 114 - Demand Management repopulate Dust Control with the proper GPS Bargaining Unit hourly employees.

Answer: Management will evaluate tasks based on business cases that improve the competitive position of the plant. The Joint parties will review all opportunities that are evaluated by Management.

Demand 115 - Demand Management make the Project Analysis Team a full-time position.

Answer: Staffing of the Project Analysis team will be based on a business case analysis.

Demand 116 - Demand Management seek any and all new manufacturing business, including non-automotive casting business, machining, stamping, forging, die cast, assembly, etc. for the GPS Defiance Plant and the Local 211 work force.

Answer: The Joint Parties will continually look at opportunities to retain work and to add new work in line with the 2019 National Agreement.

Demand 117 - Demand Management return all snow removal and lawn mowing work to GPS Bargaining Unit hourly employees.

Answer: Management will continue to follow Doc 57 of the National Agreement related to housekeeping services.

Demand 118 - Demand Management return all yard work back to GPS Bargaining Unit hourly employees.

Answer: In complete settlement of this demand, current method is adequate.

Demand 119 - Demand Management return all furnace work to GPS Bargaining Unit hourly employees.

Answer: In complete settlement of this demand, current method is adequate.

Demand 120 - Demand Management make CNC and CMM a different classification.

Answer: In complete settlement of this demand, current method is adequate.

Demand 121 - Demand Management install an ergonomic lift in the core room department to move any cores weighing more than 20 lbs.

Answer: In complete settlement of this demand, Management agrees to follow the joint ergonomics process in accordance with National Agreement.

Demand 122 - Demand Management clean the drains in the ML6 break room and restroom on a regular cleaning schedule.

Answer: Management will study breakroom, restrooms and cafeterias and request appropriate upgrades in the Workplace Transformation project. In the interim, management agrees to properly maintain current break areas and restrooms in the plant.

Demand 123 - Demand Management install DMIPA monitors on core machine enclosures.

Answer: Under current operating conditions the Defiance air committee will continue to jointly work together to address DMIPA concerns. Management will develop procedures for the use of new monitors that allow for the enhanced monitoring of DMIPA levels.

Demand 124 - Demand Management have a permanent wall fan installed in Precision Sand OP 130 to blow air into the enclosure to help offset the heat and atmospheric conditions inside the enclosure when employees are required to work inside the area.

Answer: Under current operating conditions the Defiance air committee will continue to jointly work together to address air quality concerns. Management will continue to utilize the air balance report to make proper adjustments to the exhaust system.

Demand 125 - Demand Management have all discharge stacks on the roof that are within 50' of a fresh air unit, in use, be raised at least 10' higher than the fresh air intake.

Answer: Management will take in consideration OSHA recommendations on how high and far discharge stacks need to be from fresh air units and the Joint Air Quality Committee will determine what actions needs to be taken.

Demand 126 - Demand Management have fresh air units 1A & 2A repaired and turned on to add additional fresh air into Plant 2E.

Answer: The Joint Air Quality Committee will continue to meet on fresh air needs. Management will conduct an air balance study and the committee will evaluate opportunities to improve fresh air needs to the employees and help maintain a positive air pressure to the plant.

Demand 127 - Demand Management install a 440-volt outlet at both Op35's on Mods 3 & 4.

Answer: Demand Granted.

Demand 128 - Demand Management increase the shoe allowance to \$350/year and be given to the employee's credit or payroll, if selected. Also, PPE replacement coverage for all areas for safety when they arise.

Answer: In complete settlement of this demand, Management agrees to increase the shoe allowance to \$200 per employee per year per current guidelines to be utilized for PPE footwear.

Demand 129 - Demand Management replace uniforms every 2 years or more frequently as needed for Safety.

Answer: Management will review the frequency and need of uniform replacement with the current vendor.

Demand 130 - Demand Management blow down all overhead ductwork, pipes, ventilation, conduit, etc. biannually using GPS Bargaining Unit hourly employees.

Answer: Management will maintain the facility based on the needs of the business and current operating conditions.

Demand 131 - Demand Management provide a quarterly checklist for the cleaning of the water dispensers and provide an adequate amount of cups.

Answer: The current system is adequate under current operating conditions.

Demand 132 - Demand Management re-epoxy the bathroom floors in the Men's and Women's hourly locker rooms in both Plants 1 & 2.

Answer: The Joint Parties will review the locker room needs of the complex based on current plant population and jointly review any necessary repairs needed. Management agrees to re-epoxy the floors that are currently being used due to the floor conditions pending project dollar approval.

Demand 133 - Demand Management install ventilation in the bead room restroom (men's and women's).

Answer: Demand granted.

Demand 134 - Demand Management install a telephone in each of the plant cafeterias and break areas for use in the event of an emergency.

Answer: Demand Granted.

Demand 135 - Demand Management install and maintain an intercom or phone system at the turnstile clock gates for access issues.

Answer: Management will continue to monitor the intercom system at the entrance gates in use by the complex.

Demand 136 - Demand Management install either Wi-Fi or cellular repeaters for all types of cellular phone services.

Answer: In complete settlement of this demand, present method is adequate.

Demand 137 - Demand Management install a covered walkway between Plants 1 & 2.

Answer: In complete settlement of this demand, present method is adequate.

Demand 138 - Demand Management install umbrellas on all outside benches or implement more shaded areas outside the plant for employees to sit outside in the summer.

Answer: In complete settlement of this demand, the outside break areas will be reviewed by Facilities Management in conjunction with plant projects for the Defiance plant and determine if improvements are necessary. Proposals will be reviewed with the joint plant leadership.

Demand 139 - Demand Management sweep all parking lots by a mechanical sweeper on a weekly basis.

Answer: In complete settlement of this demand current method is adequate.

Demand 140 - Demand Management refurbish/maintain all existing parking lots to include restriping and resurfacing.

Answer: Management will continue to evaluate the parking needs of the complex based on plant population and maintain the appropriate number of lots.

Demand 141 - Demand Management resolve all fall-out issues and clean the exterior and interiors of all employees' vehicles.

Answer: In complete settlement of this demand, the current method of removing Fallout from the exterior of employee vehicles is adequate.

Demand 142 - Demand Management install a time gate at the southeast corner of Plant 2.

Answer: Due to safety and government regulations with the installed COI tanks in Plant 2, installation of a time gate will not be permitted.

Demand 143 - Demand Management provide its employees with food catering services from various vendors in the region with specific performance targets on daily production days, for appropriate recognition without employees cost incurred as a performance metric.

Answer: Management values the recognition of performance and reviews methods to recognize employees.

Demand 144 - Demand Management provide a team room for Mod 3 & 4 finishing with the WPO Team Room Standards.

Answer: In conjunction with the Workplace Transformation Project the team room requirement for the Mod 3 & 4 finishing teams will be jointly reviewed.

Demand 145 - Demand Management install televisions with antennas in all team rooms to receive local programs.

Answer: In complete settlement of this demand, Management will review GMS Team Room requirements and ensure appropriate communication equipment such as monitors are provided based on the GMS Team Room requirements.

Demand 146 - Demand Management remove FOX news from the TV stations in the break rooms.

Answer: In complete settlement of this demand, the parties agree to review and adjust the available programing rotation in order to avoid the political programming content currently provided by the Fox and CNN channel rotation.

Demand 147 - Demand Management remove CNN news from the TV stations in the break rooms.

Answer: Refer to Demand Settlement #146

Demand 148 - Demand Management no longer play CNN or Fox on the TV's. Only play the Weather channel.

Answer: Refer to Demand Settlement #146.

Demand 149 - Demand Management install TVs in all team rooms.

Answer: In complete settlement of this demand, Management will review GMS Team Room requirements and ensure appropriate communication equipment such as monitors are provided based on the GMS Team Room requirements.

Demand 150 - Demand Management install and maintain 4 handicap accessible people elevators in Plant 2 to access the locker rooms on the 2nd floor.

Answer: In complete settlement of this demand the current method is adequate.

Demand 151 - Demand Management give equal treatment of economic benefit to employees with combustion vehicles as they do with employee's who drive electric vehicles. Employees who drive electric vehicles charge their vehicles at no expense; provide hourly employees with a weekly fuel card or install a gas/fuel station for combustion vehicles at no cost to the employee.

Answer: The current practice of providing a limited number of charging systems for electric vehicles supports General Motors vision to move toward a world with zero crashes, zero emissions and zero congestion.

Demand 152 - Demand Management routinely PM the monitors attached to the individual trucks throughout the facility and include the drivers within the process to address their concerns.

Answer: In complete settlement of this demand, the current method of monitoring the equipment is adequate.

Employees are reminded to complete the pre-operation card prior to using equipment to ensure safe operation and monitor concerns.

Demand 153 - Demand Management not use the vehicle/truck monitors for determining impact severity and creating unnecessary disciplinary actions as a result of inaccurate readings.

Answer: Safe vehicle operation is critical to the health and safety of all employees in line with our commitment to zero mobile equipment & pedestrian incidents. Management will evaluate vehicle impacts on a case by case basis to ensure the wellbeing of employees.

Demand 154 - Demand Management empty all sand (silica) containers outside the building.

Answer: In complete settlement of this demand, the parties will jointly identify dumping of sand that poses a silica hazard and relocate dumping to outside or unoccupied areas of the plant as agreed upon, with appropriate safety measures in place for affected employees.

Demand 155 - Demand Management not use door #32 located at column NO31 during the winter months from December-March.

Answer: Management will ensure the Door #32 control systems are functioning for use of the double door system during winter months provided the door is required for use.

Demand 156 - Demand Management review with the joint parties all outside overhead door usage and determine whether to lock out certain doors and the length of time to be locked out.

Answer: Management will continue to review and monitor the use of overhead doors as weather conditions and seasons change in order to maintain operations.

Demand 157 - Demand Management install welding fume extractors in the maintenance work stations in Pre-machining, Precision Sand, and SPM areas. This will prevent the contamination of the affected areas while welding.

Answer: In complete settlement of this demand, current method is adequate.

Demand 158 - Demand Management use Security as the calling agent of choice for production overtime.

Answer: The inclusion of Security into the Overtime Equalization process is not an effective method to ensure the proper notification of overtime. Security will remain focused on the process of monitoring the Defiance Plant premises.