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# SENIORITY AGREEMENT

This Agreement is entered into this 19th day of May, 2004 between GUIDE CORPORATION, Anderson, Indiana facility and Local #663 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America. It is understood that no provision in this Agreement shall supersede or conflict with any of the provisions of the National Agreement dated March 21, 2004, or any new agreement which may supersede the 2004 National Agreement.

## SECTION I - DEFINITIONS

### *A. Purpose*

The purpose of this Local Agreement is to define and describe the seniority provisions, which will govern the layoff, rehire, and seniority status of employees within the Bargaining unit.

### *B. Division-wide Seniority*

For the purpose of this Agreement, the seniority of employees of Guide Corporation - Anderson, IN shall be Division-Wide as hereinafter provided.

### *C. Occupational Group*

All employees working in each group as listed on pages 12 through 13 of this Agreement shall constitute a separate non-interchangeable occupational group.

### *D. Indefinite layoff*

The term "indefinite layoff" in this Agreement means that the workforce is being reduced to the extent that employees are being severed from the Guide Corporation, Anderson, IN payroll and does not mean reduction in departments or occupational groups where employees are merely transferred to other work.

### *E. Bargaining Unit*

All employees for which the Union currently has bargaining rights or such employees may subsequently be certified as a proper part of the Bargaining Unit comprising what is known as Guide Corporation, located in the city of Anderson, county of Madison, Indiana.

## SECTION II - ACQUIRING SENIORITY

Employees shall acquire seniority in accordance with the applicable provision of the May 19, 2004 National Agreement between Guide Corporation and the U.A.W.

## SECTION III - APPLICATION OF PARAGRAPH 62

An employee transferred from one occupational group to another for any reason, will retain their seniority in the occupational group from which they were transferred and not in the new occupational group for a period of thirty (30) days following the date of transfer, except as provided in Paragraphs III-D, IV-C, IV-D, IV-E below, or the Skilled Trades provisions of the National Agreement, unless a longer period is specified for any particular occupational group or groups by written local Agreement. The following occupational groups will require forty-five (45) days to obtain seniority under Paragraph 62 of the National Agreement: Quality Assurance Operator, Engel Cell Job Setter, Multicolor Cell Job Setter, Multicolor Cell Job Setter - Troubleshooter, Assembly Cell Job Setter, Plastic Cell Job Setter, Chip Handler, Tank and Specialty - Process Department, Truck Driver - Semi-Trailer, Oiler, Crib Attendant, Inspection-Receiving, Material Salvage, Gas & Electric Truck Driver, Billie, and Optic Plater. The following occupational group will require ninety (90) days to obtain seniority under Paragraph 62 of the National Agreement: Fire Patrol. At the end of such period, the employee's seniority will be established in the group in which they are working.

For the purpose of applying the Local Seniority Agreement, the following rules shall apply in the event of an indefinite reduction in force:

- A. If the reduction in force takes place in the occupational group in which an employee's seniority is established and they would be removed from the group by the reduction if they were working in that group, the employee will be transferred or laid off in accordance with the provisions of the local Seniority Agreement in the same manner as if they were, in fact, working in the group affected by the reduction in force.
- B. If the reduction in force takes place in the occupational group in which employees are working who have not established their seniority, those employees will be reduced from the group, least senior first, before any employee with seniority established in the group is reduced.
- C. The provisions of sub-paragraphs (A) and (B) above shall not apply to any employee who is working in a skilled trades group in which they have a date of entry seniority status, in which event the provisions of the Skilled Trades Sections of the Local and National Agreements shall apply.
- D. In the case of transfers between occupational groups made in compliance with the Local Seniority Agreement, the seniority of the employee will be effective in the new group immediately as of the date of each transfer.
- E. Seniority cannot be acquired under the provisions of Paragraph 62 of the National Agreement if employees are on formal or informal leave of absence, or sick leave, unless time is worked by such employees during that pay period.

## SECTION IV - TRANSFERS

A.

1. A seniority employee who is reduced from a non-interchangeable occupational group shall retain recall rights to such non-interchangeable occupational group for a period of sixty (60) months.

B. In applying the above, a seniority employee may not at any time maintain seniority rights in more than one non-interchangeable occupational group (except in A-1 above, and the skilled trades).

An employee's status in their most recent non-interchangeable occupational group shall be controlling.

C. When qualified journeypersons are transferred from a non-skilled occupational group into a skilled trades occupational group, they shall have a date of entry seniority date in the skilled trades occupational group as of the date of transfer. The employee's seniority would continue to accumulate in the occupational group from which they were transferred.

D. When journeypersons are transferred to a non-skilled occupational group, they shall retain and accumulate seniority in their skilled trades occupational group. (It is understood that journeypersons have the right and the option of being reduced to Production, seniority permitting.)

E. When a journeyperson is transferred from one skilled trades group to another skilled trades group in which they are also a qualified journeyperson there shall be no loss of seniority. However, in case of transfer not exceeding three (3) months, the journeyperson will have a date of entry seniority and will retain and accumulate their seniority in the group from which they were transferred, except as provided in Section V-D-2.

F. When the number of employees in a classification, on a shift in a department, within a plant, is being reduced, the employees with the least seniority in that classification, on that shift, in that department, will displace the youngest seniority employees in another department, in that classification, on that shift within the same plant. The employees with the least seniority in that classification, on that shift, in the plant affected, will be transferred to openings, in other plants, seniority permitting. This does not, however, preclude Management's right to move employees without regard to seniority due to placement problems such as physical restrictions or plant injuries, request of employee for transfer or the application of Paragraphs 63(a) and 63(b). When an employee is transferred out of the plant under this provision, the employee will be transferred to an opening in another plant or displace the employee with the least seniority Division-Wide on the same shift in the same classification, seniority permitting.

# SENIORITY AGREEMENT – IV F LISTING

Cell Configuration  
BY PLANT

North Plant 1121, 1124, 1127, 1130, 1133, 1136, 1139, 1142, 1265

South Plant 1221, 1229, 1241, 1253, 1257, 1261, 1327

East Plant 1273, 1274, 1275, 1321, 1329, 1331, 1333

Multicolor 1249

Engels 1145

Service 1351,1361,1363,1381

Skilled Trades

1031, 1040, 1809, 1890, 1891, 1833, 1834, 1832, 1011, 1036, 1837

All Others

1004, 1023, 1843, 1844, 1845, 1013, 1212, 1312, 1035, 1831, 1841, 1842.

## SECTION V - INDEFINITE LAYOFF-REDUCTION IN FORCE

### A.

1. This section is not intended to apply to changes in methods, products, or policies as provided in Paragraph 59 of the National Agreement.
2. In the event of an indefinite reduction in force or a reduction resulting in transfer from a non-interchangeable occupational group, it is the intention of this Agreement to retain the employee with the greater seniority who is capable of doing the work.
3. When it becomes necessary to indefinitely layoff production employees in Guide Corporation, Anderson, IN, the youngest seniority employees at this location will be laid off first.

### *B. Temporary (Non-Seniority Employees).*

1. In the event of an indefinite layoff, temporary (non-seniority) employees in all non-interchangeable occupational groups (except the occupational groups considered as skilled trades) will be laid off before seniority employees are laid off, provided the seniority employees are capable of doing the work.

### ***C. Non-Interchangeable Occupational Groups.***

1. When it becomes necessary to reduce the number of employees in a non-interchangeable occupational group, employees will be removed from the non-interchangeable occupational group affected in the reverse order of their seniority, providing those employees remaining in the group are capable of doing the job.

2. As shown on pages 12 through 13 of this Agreement, they are grouped together on flow charts by occupational groups which are affiliated so that employees in the higher paid or more skilled non-interchangeable occupational groups shall revert to the lower paid or less skilled non-interchangeable occupational group (listed immediately below) when the working force is being reduced, provided they have sufficient seniority and are capable of doing the work.

### ***D. Skilled Trades.***

1. In the event of a reduction in force a journeyman shall be removed from the skilled trades occupational group in which they are working in reverse order of their skilled trades seniority date in such occupational group.

2. In the event of a reduction in force, in the skilled trades occupational groups, a journeyman shall be transferred, skilled trades seniority permitting, to another skilled occupational group in which they hold journeyman status as outlined in Paragraph 178 of the National Agreement, or is a qualified journeyman at Guide -Anderson as established by their record in the Personnel Department, provided they are capable of doing the work.

3. In the event a journeyman has insufficient skilled trades seniority to be transferred to a skilled trades occupational group as provided in Paragraph (D), they shall be transferred to any non-interchangeable occupational group in which they have seniority established under the provisions of Paragraph (57) of the U.A.W / Guide National Agreement, provided they have sufficient plant seniority, or they may elect to accept a layoff as provided in Section VII waiver.

4. Employees transferred in accordance with Paragraph (D) to another occupational group in the skilled trades division shall have their seniority rights recognized within that occupational group on the date of the transfer, solely for the purpose of retention in this occupational group in the event of a reduction of the occupational group. The employee will be returned to their former occupational group(s) in keeping with Paragraph VI (B) below.

## **SECTION VI- REHIRE**

### ***A. Non-Interchangeable Occupational Groups.***

For a period of sixty (60) months following a reduction from a non-interchangeable occupational group, employees who desire to return to the non-interchangeable occupational group in which their seniority was established at the beginning of the initial reduction in that group shall be entitled to return and shall be returned to such group in line with their seniority as openings occur.

## ***B. Skilled Trades Occupational Groups***

Employees who have been laid off or transferred from a Skilled Trades occupational group to another Skilled Trades occupational group or a non-skilled occupational group solely due to insufficient seniority will be returned in line with their skilled trades seniority to that Skilled Trades occupational group, or to another Skilled Trades occupational group in which they hold journeyman status as defined above, provided they are capable of doing the work. It is the intention of this paragraph to return the employees to the Skilled Trades occupational group where their seniority rights were established at the time of the reduction in force, seniority permitting.

## **SECTION VII- WAIVER**

### **A.**

1. A journeyman who is laid off from the Skilled Trades Division in accordance with the terms of this Agreement may elect to apply for a transfer to a job to which they have claim. A journeyman who does not apply shall be recalled to the Skilled Trades Division in accordance with their Skilled Trades seniority. A journeyman who does not apply shall not otherwise be eligible to exercise their plant seniority unless they notify the Personnel Department that they are available and willing to accept a job in the plant in line with their plant seniority. In such event, Management shall not later than five (5) days after receipt of such written notice place the employee on the next available job opening filled by recall from layoff in line with their seniority, provided they can do the job.

2. A journeyman who is on layoff from a skilled trades classification waives the application of Paragraph 70 of the National Agreement. These waivers may be terminated by the journeyman in accordance with the above paragraph.

## ***B. Temporary Assignment of Skilled Employees***

Management has the right to make temporary assignments of active skilled trades employees to skilled trades classifications for jobs of short duration or emergency in lieu of recalling employees who have not applied for work as provided above. Such temporary assignments will not exceed fifteen (15) days unless extended by agreement with the Shop Committee.

## **SECTION VIII- TEMPORARY LAYOFFS (EXCEPT SKILLED TRADES)**

### ***A. Temporary layoffs are defined as follows:***

Layoffs because of down time due to temporary shortage of material, breakdown of machines and equipment, etc., or for any reason known at the time to be temporary (other than model change.)

1. During temporary layoffs resultant from this Section VIII-A, the following procedure will apply:

a. Employees having one (1) or more years of seniority may apply to their supervisor prior to the effective date of the temporary layoff during a period designated by Management, to be retained to perform the work in their department, in their classification and on their shift.

b. Employees will be laid off from their department by classification and shift in the following order:

(I) Employees with less than one (1) year of seniority will be laid off in seniority order, least senior employee laid off first.

(II) Employees with more than one (1) year of seniority, who have not applied for work, will be laid off in reverse seniority order, most senior employee laid off first.

(III) Where applicants for work exceed available jobs, the least senior applicant will be laid off first.

c. Employees will be recalled from layoff to their department, classification and shift in the following order:

(I) Applicants for work will be recalled with the most senior employee being recalled first and least senior recalled last.

(II) Non-applicants with one (1) or more years of seniority will be recalled in the order of least senior employee recalled first and most senior employee recalled last.

(III) Seniority employees with less than one (1) year of seniority will be recalled with the most senior employee recalled first and the least senior recalled last.

2. Employees will be retained at work or recalled to work under these provisions on the basis that the employees are capable of performing the work to which they are assigned.

3. Nothing in these provisions shall interfere with the maintenance of the efficiency of operations and an adequate work force.

4. With respect to these provisions during the period of temporary layoff, Management retains the right to loan and/or job assign employees to other work according to its needs.

5. Cases brought to the attention of Management which are contrary to the above provisions will be corrected.

6. These temporary layoff provisions will not be cited or relied upon by an employee or the Union for any back pay, or for any other claim for liability against the Division or Corporation.



7. Temporary layoffs resultant from this Section VIII-A will be limited to the maximum of thirty (30) days. In the event such temporary layoffs continue for longer than thirty (30) days, the provisions of Section V, Indefinite layoff-Reduction in Force of this Agreement will then apply except that the aforementioned thirty (30) day period may be extended by mutual agreement between the parties.

### *B. Layoffs Due to Model Change.*

During the period of temporary layoff due to model changeover and plant rearrangement, the following provisions will apply:

1. Employees having one (1) or more years of seniority at the time of Model Change may apply to their supervisor to be retained to perform the work in their department, in their classification, and on their shift.
2. Applications will be valid when filed with the supervisor at least two (2) calendar weeks in advance of the layoff
3. Applications of employees transferred from their classification, department and shift will be voided; however, employees may file a new application for work upon completing their transfer to a new department or classification or shift.
4. Employees will be laid off from their department by classification and shift in the following order:
  - a. Employees with less than one (1) year of seniority will be laid off in reverse seniority order, least senior employee laid off first.
  - b. Employees with more than one (1) year of seniority, who have not applied for work, will be laid off in reverse seniority order, most senior employee laid off first.
  - c. Where applicants for work exceed available jobs, the least senior applicant will be laid off first.
5. Employees will be recalled from layoff to their department, classification, and shift in the following order:
  - a. Applicants for work will be recalled with the most senior employee being recalled first and least senior employee recalled last.
  - b. Non-applicants with one (1) or more year's seniority will be recalled in the order of least senior employee recalled first and most senior employee recalled last.
  - c. Seniority employees with less than one (1) year of seniority will be recalled with the most senior employee recalled first and least senior employee recalled last.

6. Employees who cannot be recalled to the departments from which they were laid off will be recalled in the order outlined in 5 - a, b, and c above, by classification, by plant, and shift. However, at the end of the model change period the most senior employees will be returned to their original department as long as any employees remain in that department.

7. After complying with Sections 5 and 6 above, and a department needs additional employees in a classification, on a shift, over and above the employees normally assigned to such department, the following rules will apply to fill such job openings:

a. Recall the youngest seniority employee from the same plant, classification and shift as the job opening.

b. Recall the youngest seniority employee from the same plant and classification as the job opening.

c. Recall the youngest seniority employee, Division-Wide, from the same classification and shift as the job opening.

d. Recall the youngest seniority employee, Division Wide, from the same classification job opening.

8. Employees will be retained at work or recalled to work under these provisions on the basis that the employees are capable of performing the work to which they are assigned.

9. Nothing in these provisions shall interfere with the maintenance of the efficiency of operations and an adequate work force.

10. With respect to these provisions during the period of temporary layoff, Management retains the right to loan and/or job assign employees to other work according to its needs.

11. These Model Change provisions will not be cited or relied upon by an employee or the Union for any back pay, or for any other claim for liability against the Division or Corporation.

12. Cases brought to the attention of Management which are contrary to the above provisions will be corrected.

13. The Model Change provisions will be in effect for sixty-three (63) days following the date of Model Change. However, it is understood that this sixty-three (63) day period may be extended by mutual agreement. The Union will be notified in advance of the Model Change period.

## **SECTION IX -TEMPORARY LAYOFF (SKILLED TRADES)**

In the rare event it becomes necessary to temporarily layoff skilled trades employees not to exceed seven (7) days; such layoffs shall be by reverse order of skilled trades seniority date, by classification, by department, by shift.

## **SECTION X - GENERAL PROVISIONS**

### ***A. Extra Help During Changeover Periods or Plant Rearrangement***

When it is anticipated that extra help will be needed for model changeover or plant rearrangement, in accordance with Paragraph 179 of the National Agreement, a notice to this effect will be posted with an application period specified and employees will be permitted to file such application in the Superintendent's office and will be given a duplicate copy.

Employees who can do this work will be considered from among the applicants, and where ability, merit, and capacity are equal, the employee with the greatest seniority will be given preference. Such employee will be transferred to the work provided a qualified replacement is available, if needed, giving necessary consideration to the efficiency of the continuing operation from which they would be transferred.

### ***B. Employees Declining Work.***

An employee who declines work in any occupational group in which they have seniority or who leaves the occupational group at their own request shall have their name removed from the seniority list for that occupational group. The employee will be provided with a copy of the request. The employee will be removed from the group within thirty (30) days provided a qualified replacement is available, if needed, giving necessary consideration to the efficiency of the continuing operation from which they would be removed, in the event the employee is required to remain in the non-interchangeable occupational group until they would otherwise establish seniority in that occupational group, the date of the employees written request, acknowledged by their supervisor, will establish the employees' return date in the occupational group to which they will be returned and will be reflected in their Personnel record.

An employee, who declines work or leaves a non-interchangeable occupational group at their own request as provided above, will not retain seniority rights or recall rights to that non-interchangeable occupational group. As shown on pages 12 through 13 of this Agreement, there are grouped together the non-interchangeable occupational groups. In instances where the employee declines work or leaves a non-interchangeable occupational group at their own request, the employee shall revert to the lower paid non-interchangeable occupational group listed below in line with the flow chart.

In order to initiate or cancel a request to leave a non-interchangeable occupational group the employee must notify the Personnel Records Department by the end of their regular-shift on Tuesday prior to the Monday on which the request is to be granted.

### ***C. Preference where Seniority Dates are the same.***

1. In cases where employees' seniority dates are the same in any occupational group as recorded in this Agreement, the employees who are tied in seniority dates shall be laid off and rehired within the group in alphabetical order, A to Z; and for the purpose of layoff and rehire, employees whose names are first-in alphabetical order shall be considered as having more seniority than the employees whose names come later in alphabetical order. Effective January 1, 2004, employees whose names are changed for legal purposes will retain their original order on the seniority list. In the event two (2) employees of equal seniority dates and the same last name, their seniority shall be established by considering their first and middle names in the same alphabetical sequence as indicated above. Under the provisions of this paragraph, the name of the employee at the time of layoff shall determine the seniority of the employee for recall purposes. It is agreed that the Company shall incur no financial liability for any errors in listing, layoff, or rehire, which result from the changing of names of employees due to marriage, divorce, or any other legal reason.

2. In the case of skilled trades employees, where the dates of entry are identical, the employees with the most plant wide seniority as provided above shall be retained.

### ***D. Change in Status.***

It is understood that exceptions as provided in this Agreement, changes of clock numbers, Supervision, or the physical location of the job to which an employee is assigned will not affect the seniority status of employees except by written agreement with the Shop Committee.

### ***E. Job Assignments.***

It is recognized that there are some job assignments which certain employees cannot do, therefore job assignments in each occupational group will be on the basis of their being capable of doing the job.

### ***F. Changes in this Agreement.***

It is understood that this Agreement and any changes in this Agreement, including any changes in occupational groupings, must be approved by the Personnel Staff of Guide Corporation and the International Union, U.A.W. In the event of failure of approval by either party, the matter will be referred back to the parties for further negotiations.

## **SCHEDULE OF OCCUPATIONAL GROUPS PRODUCTION**

Biller

\*Cell Job Setter — Assembly

\*Cell Job Setter - Plastic

Cell Operator

\*\*Cell Jobsetter - Engels

Cell Operator — Engels

\*\*Cell Job Setter - Multicolor

\*\*Cell Job Setter - Multicolor — Troubleshooter'

Cell Operator Multicolor

Chip Handler

Crib Attendant

Fire Patrol

Gas and Electric Truck Driver

Inspection - Receiving

Janitor and Sweeper

Material Salvage

Oiler

Optic Plater

Quality Assurance Operator

Tank and Specialty - Process

Truck Driver - Semi Trailer

\*In the event of a reduction in the classification(s) marked with an asterisk that classification shall revert to the Cell Operator Classification.

\*\*In the event of a reduction in the classification(s) marked with a double asterisk that classification shall revert to the classification listed immediately below.

## MAINTENANCE

Carpenter

Electrician

Industrial Truck Repair

Machine Repair

Millwright

Pipe Fitter

Sheet Metal and/or Tinsmith

Stationary Engineer

Welder

## TOOL AND DIE

Model Maker

Tool & Die Maker

Termination Clause: This Agreement shall continue in full force and effect until terminated by either party or changed by consent of both parties. Either party may terminate this Agreement by giving sixty (60) days notice in writing. If either party desires to modify or change the agreement, it shall, at least sixty (60) days prior to the date when it proposes that such change or modification became effective, give notice in writing of the proposed change or modification. The other party within ten (10) days after receipt of said notice shall either accept or reject the proposal or request a conference to negotiate the proposal.

This Agreement is subject to written notice of ratification by the local Union to be given to the local Management not later than the 1st of June, 2004. 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 Guide Corporation and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

## LOCAL SENIORITY AGREEMENT

Local No. 663  
International Union  
United Auto Workers

Guide Corporation  
Anderson, IN

Tom Rankin  
Lance Schattner  
Terry Hollowell  
Jeff Barr  
Bobby Spears  
D. Ray Macmillan  
David Hubble  
Marshal Brown  
Eddie Castillo

William H. Edwards  
Erich L. Ewald  
Richard L. Gross

Date: May 19<sup>th</sup>, 2004

Date: May 19<sup>th</sup>, 2004

## **AGREEMENT ON APPLICATION OF PARAGRAPH 63(a) & 63(b)**

This Agreement is entered into this 19<sup>th</sup> day of May, 2004 between Guide Corporation - Anderson, Indiana facility, and Local No.663 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America. This Agreement is for the purpose of establishing rules and procedures for administering Paragraph 63(b) of the National Agreement dated March 21, 2004.

- A. In applying the provisions of Paragraph 63(a) & 63(b), an employee will be permitted to make application to their supervisor for a transfer to a new position or vacancy and will be given a copy of the application. The application will provide for the employee to designate their choices of department, classification, and/or shift. Such application will be valid for a period of six (6) months from the date the application was filed; however, the employee may withdraw such application at any time up to the end of their regular shift on Monday prior to the Monday on which the transfer is to be granted, by signing and dating the supervisor's copy in the space provided. Applications must be on file at least 10 days in advance of the opening in question. An employee must accept the transfer at the time it is granted and, in the event a transfer is granted, all other applications on file are cancelled. An employee may have a maximum of five (5) 63b current applications on file and two (2) 63a's on file.
- B. An employee who is granted the transfer requested under the provisions of this Agreement may not be granted further transfers under the provisions of this Agreement for a 120 day period, unless they are involuntarily removed from the classification or department to which they were transferred.
- C. In the event an employee is transferred as a result of the provisions of Paragraphs 63(a) or 63(b) of the National Agreement or the provisions of the Local Seniority Agreement regarding "recall rights", the following procedure will apply: When an employee's Paragraph 63(b) application is honored, all other Paragraph 63(b) applications on file by that employee will be purged. When an employee's Paragraph 63(a) application is honored, all other Paragraph 63(a) & 63(b) applications on file by that employee will be purged.
- D. It is agreed that all departments are combined for the purpose of applying 63(b) of the National Agreement.
- E. Management will honor applications for secondary openings from among current employees prior to the placement of newly hired employees.

Termination Clause: This Agreement shall continue in full force and effect until terminated by either party or changed by consent of both parties. Either party may terminate this Agreement by giving sixty (60) days notice in writing. If either party desires to modify or change the agreement it shall, at least sixty (60) days prior to the date when it proposes that such change or modification becomes effective, give notice in writing of the proposed change or modification. The other party within ten (10) days after receipt of said notice shall either accept or reject the proposal or request a conference to negotiate the proposal.



This Agreement is subject to written notice of ratification by the local Union to be given to the local Management not later than the 1st day of June, 2004. 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 Guide Corporation, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

## **AGREEMENT ON APPLICATION OF PARAGRAPH 63(a) 63(B) CONT.**

Local No. 663  
International Union  
United Auto Workers

Guide Corporation  
Anderson, IN

Tom Rankin  
Lance Schattner  
Terry Hollowell  
Jeff Barr  
Bobby Spears  
D. Ray Macmillan  
David Hubble  
Marshal Brown  
Eddie Castillo

William H. Edwards  
Erich L. Ewald  
Richard L. Gross

Date: May 19<sup>th</sup>, 2004

Date: May 19<sup>th</sup>, 2004

## **G.S.D. 225—1979**

### **GENERAL SUBJECTS DEMAND #225**

Demand that all problems with Paragraph 63(a) be discussed and resolved.

This demand is resolved under existing conditions on the basis that it is understood by the parties that in the applications of the provisions of Paragraph 63(a) of the National Agreement the following will apply:

1. The scope of selection for Paragraph 63(a) (1) is division-wide.
2. Applications for promotions will be valid for a period not to exceed six (6) months in duration. In addition, employees who re-apply two (2) weeks prior to the expiration of the above six (6) month period will not have their application consideration interrupted.
3. In accordance with Paragraph 63(a) (1) cited above, employees may have one (1) or more applications on file at any time.

4. In the event an employee is transferred pursuant to the provisions of Paragraph 63(a) and the employee is subsequently reduced from the new classification prior to establishing seniority and the employee had on file at the time of such transfer other 63(a) application(s) which were no longer valid due to such transfer, the provisions requiring advanced application for future openings in those classifications only, will be waived.

## **G.S.D. 139 – 1987**

### **GENERAL SUBJECTS DEMAND #139**

#### **DEMAND PROBLEMS WITH TRANSFERS BE RESOLVED**

This demand is settled under current conditions on the following basis:

- A. Management will apply Paragraphs 63(a) and (b) provisions to legitimate job openings in N.I.O. groups even though reductions in force may make reduced employees available for placement in such openings.
- B. When there are applications filed under both Paragraph 63(a) and 63(b) for a specific job opening, Management will consider both types of applications. Management will not give automatic preference to Paragraph 63(a) applicants over Paragraph 63(b) applicants, or vice-versa. It will consider overall qualifications and other factors such as relative seniority status in making such placement decisions.

### **MEMORANDUM OF UNDERSTANDING**

It is understood and agreed without prejudice to the position of either party that G.S.D. #139 of the 1987 Local Agreement is clarified as follows:

For the purposes of this G.S.D., the term “legitimate job opening” refers to primary job openings in a like Cell within the same Focused Factory. Primary job openings include additions to the workforce or attrition replacements. This G.S.D. does not refer to secondary job openings which are openings resulting from another employee exercising seniority rights to transfer.

In the event that like Cells within the same Focused Factory are being reduced, if the most senior Paragraph 63(a) or 63(b) applicant is from a different Focused Factory, then the opening may be filled with a Paragraph 4f reduction if available.

## **G.S.D. 78—1990**

### **GENERAL SUBJECTS DEMAND #78**

#### **DEMAND ALL PARAGRAPH #63(b) PROBLEMS BE RESOLVED**

This demand as been settled under current conditions on the following basis:

- C. Employees will have the opportunity to designate a choice of shift(s) on the applications for transfer under the provisions of Paragraph 63(a) of the National Agreement. It is understood that if an opening should occur on a shift that is not requested on the Paragraph 63(a) application, Management is not required to contact that employee and may promote the next eligible employee.

### **MEMORANDUM OF UNDERSTANDING**

#### **HONORING OF PARAGRAPH 63(a) APPLICATIONS**

It is mutually agreed under current conditions and without prejudice to the position of either party that previous settlements regarding the local application of Paragraph 63(a) of the National Agreement are hereby modified as follows:

An employee must accept a Paragraph 63(a) promotion at the time it is granted. Employees may withdraw their Paragraph 63(a) applications at any time up to the end of their regular shift on Monday prior to the Monday on which the promotion is effective.

## LOCAL WAGE AGREEMENT

This Agreement is entered into this 19<sup>th</sup> day of May, 2004, between Guide Corporation, Anderson, Indiana facility and Local No. 663 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America. This Agreement replaces all Local Wage Agreements and all supplements thereto. This Agreement represents full and complete compliance with the provisions of Paragraphs 97 through 101 of the March 21, 2004 National Agreement between Guide Corporation and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and the rates have been adjusted in accordance with the above mentioned paragraphs and were effective March 21, 2004.

The following schedule of hiring rates and progression to the rates for the jobs is designed to be inclusive of all jobs which are in existence at the Guide Corporation, Anderson, IN facility at the time of the signing of this Agreement. All jobs are considered to be inclusive of duties incidental to the performance of the jobs as specified.

The rates shown herein are base rates and do not include any cost-of-living allowance as provided by the March 21, 2004 National Agreement.

### SCHEDULE OF JOBS AND RATES Tier I

	Rate Effective
<b>PRODUCTION</b>	3/21/04
Assembly Cell JobSetter	\$26.09
Cell Operator	25.48
Biller	25.71
Chip Handler	24.81
Crib Attendant	25.48
Engels Jobsetter	26.09
Fire Patrol	25.55
Gas & Electric Truck Driver	25.71
Inspection – Receiving	25.71
Janitor and Sweeper	24.72
Material Salvage	25.35
Multicolor Cell JobSetter	26.09
Multicolor Cell JobSetter – Troubleshooter	26.09
Multicolor Cell Operator	25.48
Oiler	25.48
Optic Plater	25.71
Plastic Cell JobSetter	26.09
Quality Assurance Operator	25.71
Tank and Specialty – Process Department	25.59
Truck Driver – Semi-Trailer	26.76

**Skilled Trades**

Carpenter	29.07
Electrician	29.37
Industrial Truck Repair	29.07
Machine Repair	29.37
Millwright	29.07
Model Maker	30.05
Pipefitter	29.07
Sheet Metal and/or Tinsmith	29.07
Stationary Engineer	29.07
Tool and Die Maker	29.81
Welder	29.39

**APPRENTICE RATE CHART****(Current Apprentice)**

Effec: 3/21/2004	Journey person	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>
	Rate	Period	Period	Period	Period	Period	Period	Period	Period
Elec-Mach Rep	29.37	24.80	24.95	25.33	25.81	26.34	26.98	27.74	28.58
Model Maker	30.05	24.80	24.95	25.39	25.93	26.57	27.30	28.18	29.16
Tool & Die Maker	29.81	24.80	24.95	25.37	25.88	26.49	27.19	28.03	28.96
Welder	29.39	24.80	24.95	25.33	25.80	26.35	26.99	27.75	28.60
ITR. Carp.	29.07	24.80	24.95	25.30	25.73	26.24	26.83	27.54	28.32
Millwright, Pipe Fitter									
Stationary Eng									
S.M./Tinsmith									

# FUTURE APPRENTICE PAY RATES

## :EFFECTIVE MAY 19, 2004

Contract 2004 – New Calculation		Period							
Trade	Rate	1	2	3	4	5	6	7	8
		65%	70%	75%	80%	85%	90%	95%	98%
Carpenter	29.07	18.90	20.35	21.80	23.26	24.71	26.16	27.62	28.49
ITR									
Milwright									
Pipe Fitter									
Stationary Eng.									
Tinsmith									
Electrician	29.37	19.09	20.56	22.03	23.50	24.96	26.43	27.90	28.78
Machine Repair									
Refrig. & Air Cond.									
Welder	29.39	19.10	20.57	22.04	23.51	24.98	26.45	27.92	28.80
Tool & Die	29.81	19.38	20.87	22.36	23.85	25.34	26.83	28.32	29.21
Model Maker	30.05	19.53	21.04	22.54	24.04	25.54	27.05	28.55	29.45
Pattern Maker	30.55	19.86	21.39	22.91	24.44	25.97	27.50	29.02	29.94

Conversion Rate Chart – 2004 Tier II										
	Classification	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>	5 <sup>th</sup>	6 <sup>th</sup>	7 <sup>th</sup>	8 <sup>th</sup>	9 <sup>th</sup>
Effective 4/28/03	Rate	step	step	step	step	step	step	step	step	step
Oprs-Assy, Plastic	\$15.00	\$12.50	\$12.75	\$13.00	\$13.25	\$13.50	\$13.75	\$14.00	\$14.50	\$15.00
And Engels										
Chip Handler										
Crib Attendant										
Janitor										
Material Salvage										
Oiler										
Fire Patrol	\$15.06	\$12.55	\$12.80	\$13.05	\$13.30	\$13.55	\$13.81	\$14.06	\$14.56	\$15.06
T&S Process	\$15.06	\$12.55	\$12.80	\$13.05	\$13.30	\$13.55	\$13.81	\$14.06	\$14.56	\$15.06
JS/TS-Assy, Plastic	\$15.39	\$12.83	\$13.08	\$13.34	\$13.59	\$13.85	\$14.11	\$14.36	\$14.88	\$15.39
Multicolor										
And Engels										
Biller	\$15.15	\$12.63	\$12.88	\$13.13	\$13.38	\$13.64	\$13.89	\$14.14	\$14.65	\$15.15
G&E Trk, Tugger										
Insp – Recv										
Optic Plater										
QA										

## General Provisions

In addition to the foregoing wage schedules, there are in effect at Guide Corporation, Anderson, IN facility the following provisions relating to wages.

**Provision I. HIRING RATES AND PROGRESSION TO RATE OF JOB.** New employees shall be hired at a rate no lower than the hiring rates for their respective classifications, as specified in the above Schedule of Jobs and Rates. Their progression to the maximum rate for the classifications shall be in accordance with the foregoing schedules, and the provisions of Paragraph 98 of the March 21, 2004 National Agreement. Increases in rates for skilled trades classifications above the minimum shall be on the basis of the provisions of the Skilled Trades section of the National Agreement.

**Provision II. TRANSFERS.** An employee in a classification who is transferred to a job classification (not covered by a merit spread) paying a higher rate, shall be transferred at the rate he/she was receiving or at a rate ten (10) cents lower than the maximum rate for the job classification to which he/she is transferred, whichever is the greater. At the expiration of thirty (30) days on his/her new job, he/she shall be given an increase to the maximum rate for the new classification. An employee, who has previously held seniority in a classification, will be paid the maximum rate for the classification, as of the date of transfer to this classification.

**Provision III.** Nothing in Provision II above shall be construed as in any way affecting the rates for employees transferred to any of the skilled trades classifications. The rate for employees transferred to any kind of the skilled trades classifications shall be in accordance with the provisions of the March 21, 2004 National Agreement.

**Provision IV.** When a skilled trades journeyman is transferred from one skilled trades classification to another skilled trades classification with a lower maximum rate, the employee will be paid at the maximum of the classification to which he/she is transferred unless such rate would result in a wage increase. In such case he/she will be transferred at his/her going rate.

**Provision V.** The effective date of rate increases in all cases resulting from transfers, and all increases due under the time schedule for new hires under the Schedule of Jobs and Rates in this Agreement, shall be Monday of the current week for changes due on Monday, Tuesday, or Wednesday; and on Monday of the following week for changes due on Thursday or later in the current week. If an employee is notified that he/she is transferred from a higher paid to lower paid classification during any week, after he/she has actually worked on higher paid job during that week, his/her reduced rate

shall not be effective until the following Monday. If an employee is absent for any reason for a full week, he/she shall not be given credit for that week in computing time worked in the application of the Schedule of Jobs and Rates in this Agreement.

**Provision VI.** When an employee is temporarily transferred to a higher rated job on any given day, he/she will be compensated at the higher rate for all hours worked on that day, provided he/she works on such higher rated job for one hour or more.

This Agreement shall run concurrently with and will be subject to the terminal provisions of the National Agreement dated March 21, 2004, and the succeeding National Agreements. This Agreement is subject to written notice of ratification by the Local Union to be given to the Local Management not later than the 1st day of June, 2004.

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 Guide Corporation and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

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

Local No. 663  
International Union  
United Auto Workers

Guide Corporation  
Anderson, IN

Tom Rankin  
Lance Schattner  
Terry Hollowell  
Jeff Barr  
Bobby Spears  
D. Ray Macmillan  
David Hubble  
Marshal Brown  
Eddie Castillo

William H. Edwards  
Erich L. Ewald  
Richard L. Gross

Date: May 19<sup>th</sup>, 2004

Date: May 19<sup>th</sup>, 2004



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# SHIFT PREFERENCE AGREEMENT

## INTRODUCTION

This Agreement entered into this 19th day of May, 2004 between Guide Corporation, Anderson, Indiana facility and Local #663 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America. This Agreement is for the purpose of establishing a local procedure for shift preference as provided in Paragraph 75 of the National Agreement.

## SECTION I - PROCEDURE

- A. Seniority employees, including those who have not established their seniority rights under the provisions of Paragraph 62 of the National Agreement, may make application for shift change transfers to their supervisor to fill openings or to displace employees with less seniority in the same classification division-wide, including those who have not established their seniority rights under the provisions of Paragraph 62 and temporary employees after thirty (30) days from their date of hire. Shift preference applications will be valid for a period of six (6) months from the date the application is filed. Such shift changes will be made in line with seniority not later than the second Monday following the filing of their application. Employees will be provided with a copy of their shift requests. It is Management's intent that notice of shift changes will normally be given on Thursdays.
- B. Employees who are granted transfers to a preferred shift by virtue of exercising their seniority under this Agreement cannot make application for further shift transfer within a period of one hundred twenty (120) days from such transfer except as provided below:
  1. Employees who are transferred from the shift of their choice will not be restricted from making application by the above one hundred twenty (120) day provision. In order to cancel a shift change request, an employee must notify his/her supervisor or the personnel records department by the end of his/her regular shift on Tuesday prior to the Monday on which the shift change request is to be granted.
- C. Shift preference applications will be honored in accordance with the provisions of the Local Shift Preference Agreement only when least seniority employees who are affected by the shift change are actively at work and are not on temporary layoff.

## SECTION II- GENERAL

- A. The employee's shift preference date will be his/her Guide Corporation, Anderson, IN seniority date except in the skilled trades classifications. In the skilled trade classifications, an employee's shift preference date will be determined by their skilled trades seniority date. Employees must be able to perform satisfactorily the job on the shift for which they are applying.
- B. In plants where there are shift starting times that vary by an hour or more from the regular shift starting time, employees may exercise their shift preference within that shift as provided in this Agreement.

- C. Employees assigned temporarily to the skilled trades area under the provisions of Paragraph 179 of the National Agreement will be permitted to apply for shift preference among the other employees assigned to Paragraph 179 work, in the same classification, under the terms of the Shift Preference Agreement.

**Termination Clause:** This Agreement shall continue in full force and effect until terminated by either party or changed by consent of both parties. Either party may terminate this Agreement, by giving sixty (60) days notice in writing. If either party desires to modify or change the agreement, it shall, at least sixty (60) days prior to the date when it proposes that such a change or modification becomes effective, give notice in writing of the proposed change or modification. The other party, within ten (10) days after receipt of said notice, shall either accept or reject the proposal or request a conference to negotiate the proposal.

This agreement is subject to written notice of ratification by the local Union to be given to the local Management not later than the 1<sup>st</sup> day of June, 2004. 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 Guide Corporation and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

Local No. 663  
International Union  
United Auto Workers

Guide Corporation  
Anderson, IN

Tom Rankin  
Lance Schattner  
Terry Hollowell  
Jeff Barr  
Bobby Spears  
D. Ray Macmillan  
David Hubble  
Marshal Brown  
Eddie Castillo

William H. Edwards  
Erich L. Ewald  
Richard L. Gross

Date: May 19<sup>th</sup>, 2004

Date: May 19<sup>th</sup>, 2004

## LOCAL BALANCING OF HOURS AGREEMENT

This Agreement is entered into this 19<sup>th</sup> day of May, 2004 between Guide Corporation, Anderson, Indiana facility, and Local No. 663 of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America. This Agreement is for the purpose of establishing rules and procedures for administering Paragraph 71 of the National Agreement dated March 21, 2004.

1. The employees who work overtime hours shall have the pay hours charged against their record. The record of overtime hours are to be kept on the basis of equalization groups defined herein on each shift. Employees who are required to work overtime should be given as much advance notice as is practicable so that they can make any personal arrangements that may be necessary. For weekend overtime, such notice will normally be given on Thursday.
2. Actual overtime hours offered to the employee but declined will be charged against the employee's record the same as though the employee actually worked the hours offered. The last employee who accepts overtime offered in an equalization group will be the last employee charged unless the entire equalization group is exhausted. Overtime hours are charged on a Monday through Sunday basis.
  - 2a. When overtime is scheduled and an employee is absent from work for any reason (except in Paragraphs 2(b), 2(d), or 2(e) below) or for Company Reasons so they cannot be notified that overtime is available for him/her, the hours will be charged against the employee's record.
  - 2b. If an absent employee returns to work on Friday prior to the weekend overtime work and notifies their supervisor during the first four (4) hours of their regular shift of their availability for overtime work and is not scheduled for such overtime, the hours will not be charged.
  - 2c. If an absent employee returns to work on the last regularly scheduled work day prior to the beginning of an extended holiday weekend or the Christmas holiday period and notifies their supervisor during the first four (4) hours of their regular shift of their availability for overtime work, the employee will be scheduled for all overtime previously charged to them during their absence when the overtime was scheduled. If the employee fails to notify their supervisor of their availability during the first four (4) hours of their shift, the employee will not be scheduled and the available hours will remain charged to the employee.
  - 2d. It is understood, as provided by the applicable Federal Law, that overtime hours available to employees who are required to attend military meetings, drills, summer camps or cruises will not be charged. Management will provide forms to be used by employees who are unable to accept overtime because of such meetings, drills, summer camps or cruises. These signed forms may be used to substantiate the absence in order that the available overtime hours will not be charged.
  - 2e. When an employee is on jury duty or absent from work because of being eligible for Bereavement Pay, they will not be scheduled or charged for overtime work during such period; however, they may make satisfactory arrangements with their Supervisor to work weekend overtime.

- 2f. Daily Overtime - Onsite Training: When an employee is assigned to on-site training on another shift, the employee will not be asked or charged for daily overtime. When training on-site on an employee's regular shift, they will be scheduled and charged for daily overtime. (See Memorandum of Understanding -in regard to training.)
- 2g. Employees will not be charged for daily overtime occurring at the end of the shift (or the beginning of the following shift) if they are offered and decline such overtime after they have clocked out at the end of their regular shift.
- 2h. Overtime work offered to employees outside of their equalization groups will not be charged against the employee's record unless they accept the available work.
- 2i. Upon declining overtime, an employee cannot change that decision if scheduling has been completed.
3. When a seniority employee returns from layoff (employees who have been on an indefinite layoff in accordance with the local Seniority Agreement) or a formal leave of absence (such as personal leave, extended disability, worker's compensation, military leave, sick leave, and union leave), the employee will receive the median hours in the equalization group to which he/she returns. In the event the employee returns to work in less than fourteen (14) consecutive calendar days as provided above, hours available to them will be charged the same as if they had worked. Employees being placed on indefinite layoff will be asked and charged for any available overtime hours up to and including the Saturday immediately following the effective date of the indefinite layoff.
- 3a. Employees who are on a temporary layoff (including a temporary layoff due to model change) for a period of fourteen (14) consecutive calendar days or more, will upon being returned from temporary layoff, be assigned the median overtime hours of the respective equalization group to which they are returned.
4. When a new employee is hired or a non-seniority employee is rehired, it is agreed that the employee will be assigned the highest number of overtime hours in the equalization group to which the employee is assigned. It is understood that a new hire will not be offered weekend overtime their first work week unless all other employees within that Equalization group have been offered work. Temporary employees with seniority hired under the provisions of Appendix D-2 of the National Agreement will enter an equalization group by being assigned median hours in that equalization group.
5. If an employee is on vacation or informal leave hours available to them will be charged the same as if they had worked.
6. If an employee is transferred from one equalization group to another equalization group, they will take the median number of overtime hours in the equalization group to which they are assigned.
- 6a. If a temporary (non-seniority) employee is transferred from one equalization group to another equalization group, they will be assigned the highest number of overtime hours in the equalization group to which they are assigned in alphabetical order.

- 6b. In the event two or more employees enter an equalization group at the same median hours, those employees will be placed in alphabetical order, last name first.
7. Committeepersons shall be listed separately from the equalization group to which they would otherwise be assigned. When a committeeperson is removed from the committeeperson assignment they shall receive the median hours of the equalization group to which they are assigned.
- 7a. Apprentices may be assigned to weekend overtime work in a classification after all journeypersons within that classification have been offered weekend overtime work. Weekend overtime will normally be scheduled on Thursday. If a journeyperson is absent on the day that the overtime is being scheduled, the apprentice can be scheduled for overtime. Local Balancing of Hours Agreement provisions {Paragraph 2(b)} would then apply.
- 7b. It is understood that employees on Union leave, as defined by Paragraph 109 of the National Agreement, will be asked and charged for daily and weekend overtime provided:
  - a) The employee makes satisfactory arrangements with their supervisor to work the available overtime.
  - b) The employee is able to physically work the overtime without interfering with their Union leave assignment and/or efficiency of Company operations.

It is further understood that it is the employee's sole responsibility to make suitable and timely arrangements with their supervisor for accepting the available overtime. Failure on the part of the employee to make such arrangements will result in normal charge of all available overtime hours.

8. Management recognizes that as a general rule the employee's lowest in overtime hours who can do the job should be considered for the assignment as far as practical.
9. When new groups are established on a shift where a corresponding group is already established on another shift, the new group will be given the median number of hours of an already established group.
10. The record of hours shall accumulate as provided above with the understanding that the decision on cancellation shall be made by the parties at the termination of each of the succeeding National Agreements.
11. When there are two (2) employees in an equalization group and one (1) employee leaves/transfers, creating a vacancy, the replacement employee will assume the identical hours of the employee who remained in the equalization group. These employees will be placed in alphabetical order on the overtime sheet and scheduled for overtime accordingly.
12. It is understood that the groups engaged in similar work for the purpose of applying this Agreement are defined as follows:

## **EQUALIZATION DIVISION WIDE BY SHIFTS**

Chip Handler

Crib Attendants (Including supply, tool, maintenance, chemical supply)

Fire Patrol

Janitor and Sweeper

Material Salvage

Oiler

Optic Platter

Quality Assurance Operator

Truck Driver - Semi-Trailer

## **SKILLED TRADES GROUPS BY SHIFT**

Carpenter

Electrician

Industrial Truck Repair

Machine Repair

Millwright

Model Maker

Pipefitter

Sheet Metal and/or Tinsmith

Stationary Engineer

Welder

Employees assigned to any of these skilled trades classifications under Paragraph No. 179 of the National Agreement will be listed separately and will not be offered work unless all employees regularly assigned in their trade on their shift have been offered work.

## EQUALIZATION BY DEPARTMENT BY SHIFT

### Biller

Cell Operator

Cell Jobsetter - Assembly

### Cell Operator - Engels

### Cell Jobsetter - Engels

Cell Jobsetter - Plastic

Gas & Electric Truck Driver

Multicolor Cell Operator

Multicolor Cell Jobsetter

Multicolor Cell Jobsetter - Troubleshooter

### Tool and Die Maker

**Termination Clause:** This Agreement shall continue in full force and effect until terminated by either Party or changed by consent of both parties. Either party may terminate this Agreement by giving 60 (sixty) days notice in writing. If either party desires to modify or change the Agreement, it shall, at least sixty (60) days prior to the date when it proposes that such a change or modification becomes effective, give notice in writing of the proposed change or modification. The other party, within ten (10) days after receipt of said notice, shall either accept or reject the proposal or request a conference to negotiate the proposal. This Agreement is subject to written notice of ratification by the local Union to be given to the local Management not later than the 1st day of June, 2004. 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 Guide Corporation and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

Local No. 663  
International Union  
United Auto Workers

Guide Corporation  
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Erich L. Ewald  
Richard L. Gross

Date: May 19<sup>th</sup>, 2004

Date: May 19<sup>th</sup>, 2004



## OVERTIME SUPPLEMENTATION GUIDELINES

Management is implementing the following policy for supplementing exhausted production equalization groups:

- The exhausted production equalization group will be supplemented by a like production equalization group in the same Plant, consistent with Paragraph #8 of the Local Balancing of Hours Agreement, which states:

“Management recognizes that as a general rule the employees lowest in overtime hours who can do the job should be considered for the assignment as far as practical.”

- It is understood that in situations in which several like production equalization groups coexist in the same Plant, Management will make every reasonable effort to ensure that an exhausted production equalization group is not always supplemented by the same like production equalization group in that Plant.
- The purpose of this Management policy is to supplement exhausted production equalization groups in a fair and businesslike manner, and in which the efficiency of the Plant product line is maintained by employees more familiar with that product line. Any practice contrary to this fair intent which is brought to Management’s attention by the Shop Committee will be promptly investigated and resolved by the parties.

As stated previously in policy letters, Skilled Trades employees should not be offered the opportunity to supplement production groups. Also, favoritism in supplementing exhausted equalization groups will not be allowed.

Management assures Local U.A.W #663 that this policy will not be changed or in any way altered, except by mutual consent, during the life of the 2004 Local Agreement.

Clarification: Due to the complexity of the assembly process, it is understood that Departments 1273, 1274 and 1275 may supplement from each other before supplementing from their respective plants.

William Edwards  
Personnel Director

## MEMORANDUM OF UNDERSTANDING CLARIFICATION OF BEREAVEMENT AND LBHA

The parties mutually agree that the intent behind Paragraphs 2(a) and 2(e) of the Local Balancing of Hours Agreement with reference to the charging of overtime hours against an employee who is notified of the death of a family member (as provided in Paragraph 218(b) of the Guide Corporation-U.A.W. National Agreement) while working during an overtime period (daily, weekend, or holiday) is as follows:

**Daily Overtime:**

When an employee who is working daily overtime is notified of the death of a family member and the employee leaves the plant for the remainder of the daily overtime period, the employee shall be charged for only that portion of the overtime hours that he has worked and shall not be charged for the remaining hours of the overtime period.

**Weekend/Holiday Overtime:**

When an employee who is working weekend or holiday overtime is notified of the death of a family member and the employee leaves the plant for the remaining portion of the overtime shift, the employee shall be charged for only that portion of the overtime hours that he has worked and shall not be charged for the remaining hours of the overtime shift.

An employee who had previously accepted overtime for the following day(s) shall not be charged for the overtime previously accepted if he elects not to work the overtime. If the employee elects to work any of the remaining shifts of scheduled overtime during the weekend or holiday period, failure to work the entire shift shall result in a normal charge for that portion of the shift not worked.

**MEMORANDUM OF UNDERSTANDING  
— ALTERNATE COMMITTEEMAN  
OVERTIME CHARGES**

It is understood and agreed between the Parties that Alternate Committeemen will be charged for overtime worked as a union representative if they would have been eligible to be offered the overtime in their respective Equalization Group; they will not be charged for overtime worked as a union representative if they were not eligible to be offered the overtime in their respective Equalization Group. It is further agreed that no liability will be incurred for past practices contrary to this Understanding.

**INLAND FISHER GUIDE, ANDERSON  
1990 LOCAL NEGOTIATIONS**

**MEMORANDUM OF UNDERSTANDING  
MAINTENANCE — DAILY OVERTIME**

It is mutually agreed without prejudice by the parties that daily overtime for skilled trades employees in Maintenance will be scheduled on an "either/or" basis when early and late overtime are available on the same day. The scheduling procedure is as follows:

- A. When early and late daily overtime are available on the same day, employees will be offered a choice of either early or late overtime.
- B. The overtime selection procedure will proceed down the equalization sheet until manpower requirements are fulfilled for either the late or early overtime.
- C. When manpower requirements for one of the overtime periods (early or late) are fulfilled, the overtime scheduling will continue down the equalization sheet offering only the remaining overtime.

- D. When more than one day of overtime is scheduled in advance, the “either/or” selection process for each succeeding day’s overtime will revert to the “top of the sheet” after completing each day’s overtime scheduling.
- E. When overtime is added that created an “either/or” opportunity, the daily overtime will be rescheduled beginning with the last person who was not offered an opportunity to choose between early or late overtime. Employees who had worked overtime on a day in which late overtime is added will not be offered the late overtime.
- F. When the scheduling of early and late overtime is completed through the “either/or” selection procedure, an employee may not change his selection at a later date. An employee declining previously accepted overtime will be charged and the rescheduling of that overtime period will begin with the first employee not offered an opportunity to choose between early or late overtime.
- G. An employee will be charged for only four (4) hours of daily overtime for any day in which both four (4) hours of early or late overtime are available. This rule includes those employees absent from working during an “either/or” scheduling period or any day in which both early and late overtime are eventually scheduled.
- H. If an equalization sheet is exhausted and overtime remains to be scheduled, Management may go through the overtime sheet a second time offering both early and late overtime. Employees (including absent employees) who are offered both the early and late overtime will be charged eight (8) hours.
- I. This Memorandum is not intended to supersede the rules stated in the Local Balancing of Hours Agreement except for the rules stated herein for the “either/or” daily overtime scheduling procedure.

**GENERAL SUBJECTS  
DEMAND #137C-1987**

**RESOLVE PROBLEMS WITH  
THE LOCAL BALANCING OF HOURS AGREEMENT**

The area committeeman will be provided a copy of the overtime cutoff list upon request.

**MEMORANDUM OF UNDERSTANDING  
HEALTH & SAFETY REPRESENTATIVES  
WEEKEND OVERTIME**

The parties have agreed without prejudice to either party that when Health and Safety Representatives are scheduled to work either weekend or holiday overtime based on Document #7 Paragraph VI(a) of the 1990 Guide Corporation-U.A.W National Agreement that the hours worked will not be charged to the Health and Safety Representative's equalization group.

If Health and Safety Representatives are scheduled to work either weekend or holiday overtime based upon Document #7 and are also scheduled to work by their relative position within their equalization group, the available hours will be charged to the Health and Safety Representative in their equalization group.

**MEMORANDUM OF UNDERSTANDING  
JOINT LOCAL APPOINTMENTS**

During these negotiations various areas of concern were raised by the parties regarding those referred to as "Local Appointments." For the purpose of this Memorandum, these are employees which the parties jointly agree are assigned to tasks which are outside the normal scope of their job assignment and usually viewed as non-bargaining unit work. This Memorandum does not pertain to those appointees covered by the provisions of the National Agreement. The following rules shall apply to only those individuals which the parties mutually agree are included on a joint local appointment list:

**1. Overtime**

- A. When individuals are appointed to positions they will be removed from their respective overtime chart.
- B. It is recognized that from time to time overtime may occur in the appointee's new position. This overtime is not subject to Local Balance of Hours guidelines.
- C. Employees may work overtime assignments in their old equalization group, but only after the L.B.O.H. sheet has been exhausted.
- D. Employees are responsible for making their own mutually acceptable arrangements with Management in order to be considered for this overtime.
- F. If employees return to their former group they will return at median hours.

**2. Classification and Seniority**

- A. Employees will retain their present classification and status in their former seniority group, Seniority permitting.
- B. In the event an employee would have been reduced from a seniority group the employee will flow in accordance with the Local Seniority Agreement.

### **3. Transfers and Shift Preferences**

- A. Employees may exercise their seniority rights in these respective areas; however, upon doing so they will be removed from their position to go to the position of their request.

### **MEMORANDUM OF UNDERSTANDING TRAINING CLASSES**

During the life of the 1996 Local Agreement, unless otherwise mutually agreed, the following procedures will apply to employees attending Inland Fisher Guide-Anderson facility training classes.

#### Definition of Terms:

1. **Mandatory Sunday Evening Training Class** — A Sunday evening training class an employee is normally required to attend as part of a training program that continues the following Monday morning.
2. **Reasonable Sunday Travel Required for Training** — Extended automotive travel or airline flight arrangements requiring an employee to depart during normal first shift working hours on Sunday to reach an out of state training site prior to the start of a training class on Monday morning.
3. **Daily Overtime** — Any additional daily work hours in excess of the normal eight hour work period made available Monday through Friday to an employee.
4. **Onsite Training** — Any group or individual training class scheduled in the immediate Anderson area. This includes such locations as the main plant facility at 2915 Pendleton Avenue, NATO Building (North Anderson Training Organization), and the U.A.W. #663 Union Hall.
5. **Offsite Training** — Any group or individual training class not scheduled onsite (as described above). These offsite training locations are any out of Anderson locations such as Indianapolis, Indiana; Michigan; Ohio; etc.

#### **Mandatory Sunday Evening Training Classes:**

1. First shift employees must work their regularly scheduled eight hour shift of Sunday overtime and any scheduled early overtime preceding the start of their shift to be paid for overtime. Any late overtime following the regular shift for which the employee is eligible to be scheduled, will be charged and paid without the employee working the overtime, provided the employee has accepted and worked his scheduled Sunday shift.
2. Second shift will be charged and paid for scheduled and accepted Sunday overtime for which they are eligible without having to work the overtime. This includes early and late overtime scheduled and accepted in advance of Sunday and eligible late Sunday overtime scheduled during their absence from the plant on second shift Sunday evening.
3. Third shift employees must work their scheduled Sunday overtime including any scheduled early and late overtime to be paid for the overtime.

**A. Reasonable Travel Time:**

First and second shift employees required to travel on Sunday to an out of state training site will be compensated and charged for Sunday overtime hours including any additional early and late overtime for which they are eligible to be scheduled without having to work the overtime.

Third shift employees required to travel on third shift Saturday back to their home plant from an out of state training site will be charged and paid for Saturday overtime hours available, including early and late overtime for which they are eligible to be scheduled without having to work the overtime.

**B. Daily Overtime – Onsite Training:**

When an employee is assigned to an on-site training on another shift, the employee will not be asked or charged for daily overtime. When training on-site on an employee's regular shift, they will be scheduled and charged for daily overtime.

**C. Daily Overtime – Offsite Training:**

1. Employees attending any offsite training classes for an entire shift will not be offered nor charged for any daily overtime within their equalization group.
2. Employees attending any offsite training classes for a partial shift will be offered and charged for any daily overtime within their equalization group that is available when the employee is working in the plant, i.e., early overtime if an employee works the first four hours of the shift and late overtime if an employee works the last four hours of his shift.

**Weekend Overtime:**

1. Employees attending onsite training classes will be offered and charged for weekend overtime.
2. Employees attending offsite training classes may make satisfactory arrangements with their supervisors to work weekend overtime.

**Shift Overlap:**

Employees attending any training classes will be paid shift overlap in accordance with Paragraph #81 through #86 of the GM-U.A.W National Agreement.

**Shift Premium:**

Employees attending any training classes on another shift on a temporary basis will be paid the shift premium that they are regularly assigned to.

## MEMORANDUM OF UNDERSTANDING TRAINING CLASSES — CLARIFICATION

The parties mutually agree that the Memorandum of Understanding regarding Employees Attending Training Classes should be clarified as follows:

“Daily Overtime — Offsite Training:

1. Employees attending any offsite training classes for an entire shift will not be offered nor charged for any daily overtime within their equalization group.”

**Clarification:** Training must be directly related to the employee’s job classification in order for this paragraph to apply. Situations involving general training, such as P.E.L., will necessitate the charging of available daily hours to employees engaged in such offsite training.

## MEMORANDUM OF UNDERSTANDING SUPPLEMENTING UNPOPULATED PRODUCTION DEPARTMENTS

All grievances pertaining to this issue are satisfactorily settled under current conditions and without prejudice to the position of either party on the following basis:

When it becomes necessary to work weekend overtime in an unpopulated production department, employees in like Cells within the same Plant on that shift will normally be first offered the available overtime.

## **MEMORANDUM OF UNDERSTANDING COVERING INVENTORY**

- A. When additional help is needed in each plant to perform that part of the inventory work usually performed by hourly rated employees during inventory periods over and above the employees normally employed on such work, employees with the longest seniority within each department, regardless of seniority occupational group, who have previously applied for such work, will be selected provided they are capable of doing such work. When there are not sufficient applicants for extra help Management will assign employees to such jobs that are needed to be filled from the employees with the least seniority working in the plant at the time the selections are made and who are capable of doing the work. Employees who normally perform inventory work include employees classified as Gas and Electric Truck Driver, Crib Attendant and other employees of the Production Control areas and employees who identify parts. Applications for work will be made available for the aforementioned Production Control classifications. In the event all of the employees will not be needed, employees having the greatest seniority who have applied for work will be selected by classification for inventory work. If there are insufficient applicants, the youngest seniority non-applicants will then be selected by classification for inventory work. The nature and duration of the inventory assignments to each employee will be the responsibility of supervision; however, when a number of employees are working on the same jobs within a department and a job runs out, employees with greater seniority will be retained on the remaining job(s).

It is understood that no employee will be credited with any seniority for the purpose of being retained in the classification or as a factor for being selected for same subsequent period for this type of work. Advanced notification of the anticipated time and duration of the inventory period will be given to the Shop Committee in writing. Normally employees will be notified of their selection for inventory work at least one (1) week in advance of their assignment.

- B. It is further understood that Management will establish the application period for five (5) working days an selections for that part of inventory work where additional help is needed in each plant will be made from those who have applied in that plant during this period, except for those persons on vacation during the application period who may apply prior to going on vacation. Employees who make written application through their supervisor will be tendered a copy of such application.
1. It is understood that for the application of the Inventory Agreement the term "plant" covers all employees normally assigned to a plant Superintendent's area.
- C. Employees who work during the inventory period will not be charged straight time hours but will be charged for overtime hours offered.
- D. Employees who do not work during the inventory period will not be charged for hours that may be available.



E. It is understood that employees assigned to Departments 1031, 1841, 1842, 1209, 1023, 1004, 1843, 1844, 1831, 1832, 1833, 1834, 1036, and 1837 may apply for inventory work under the terms of this Agreement. Applicants from these departments will be assigned to inventory work in those manufacturing plants where there are insufficient applicants. However it is recognized that the employees assigned to the above departments are to be considered for their normal daily or overtime work in their respective groups prior to being scheduled for inventory work.

**Termination Clause:** This Agreement shall continue in full force and effect until terminated by either party or changed by consent of both parties. Either party may terminate this Agreement by giving sixty (60) days notice in writing. If either party desires to modify or change the agreement, it shall, at least sixty (60) days prior to the date when it proposes that such change or modification become effective, give notice in writing of the proposed change or modification. The other party within ten (10) days after receipt of said notice shall either accept or reject the proposal or request a conference to negotiate the proposal.

This Agreement is subject to written notice of ratification by the local Union to be given to the local Management not later than the 1<sup>st</sup> day of June, 2004. 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 Guide Corporation the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

Local No. 663  
International Union  
United Auto Workers

Guide Corporation  
Anderson, IN

Tom Rankin  
Lance Schattner  
Terry Hollowell  
Jeff Barr  
Bobby Spears  
D. Ray Macmillan  
David Hubble  
Marshal Brown  
Eddie Castillo

William H. Edwards  
Erich L. Ewald  
Richard L. Gross

Date: May 19<sup>th</sup>, 2004

Date: May 19<sup>th</sup>, 2004

## **SPECIAL THIRD SHIFT AGREEMENT**

This Agreement is entered into this 1<sup>ST</sup> day of June, 2004 between Guide Corporation Anderson Indiana facility and Local #663, of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America. This Agreement is for the purpose of establishing special provisions for third shift employees.

In order that third shift employees may be scheduled to start their regular work week on Sunday night instead of Monday, and end their regular work week on Friday instead of Saturday, the parties hereto agree that in the application of the Working Hours Section and the Holiday Pay Section of the National Agreement dated March 21, 2004 the third shift which begins on or before Sunday midnight shall be considered as though it began on Monday and each work day of the third shift shall be considered as though it began on the calendar day following the calendar day on which it actually began. The above provisions do not apply to those employees working on necessary seven (7) day continuous operations.

In implementing the above, it is understood that Management has a six (6) month period in which to accomplish necessary schedule and work adjustments. This Agreement is not to conflict with any provisions of the National Agreement unless otherwise specified above.

If either party desires to cancel, modify, or change this Agreement, it shall at least sixty (60) days prior to the date when it proposes that such cancellation, change, or modification shall become effective, give notice in writing of the proposed cancellation, change or modification. The other party, within ten (10) days after receipt of said notice, shall either accept or reject the proposal or request a conference to negotiate the proposal.

Local No. 663  
International Union  
United Auto Workers

Guide Corporation  
Anderson, IN

Tom Rankin  
Lance Schattner  
Terry Hollowell  
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Marshal Brown  
Eddie Castillo

William H. Edwards  
Erich L. Ewald  
Richard L. Gross

Date: May 19<sup>th</sup>, 2004

Date: May 19<sup>th</sup>, 2004

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## SETTLEMENT AGREEMENT

Memorandum of Agreement between Guide Corporation, Anderson, IN facility and Local No. 663, United Automobile, Aerospace, and Agricultural Implement Workers of America entered into this 19<sup>th</sup> day of May, 2004.

The parties hereto agree as follows:

A. Simultaneous with the signing of this Memorandum of Agreement, which resolves all issues in dispute between the parties, the parties have entered into a Local Seniority Agreement, a Local Wage Agreement, a Local Balancing of Hours Agreement, an Agreement on the Application of Paragraph 63(a) and 63(b), a Special Third Shift Agreement and a Local Shift Preference Agreement.

B. The parties have resolved certain local matters identified as "Local Union Demands".

C. Prior local demand settlements, local understandings, and grievance settlements - that are not in conflict or made obsolete by these negotiations are continued in effect. Such local settlements amended or modified during these negotiations are continued as amended or modified.

D. Resolution of these matters have been reached in the light of and based upon conditions and circumstances existing at the present time.

This Agreement is subject to notice of ratification from the Local Union to Local Management on or before the date of May 26, 2004. This Agreement will become effective as of the date of notice of ratification to Local Management.

Local No. 663  
International Union  
United Auto Workers

Guide Corporation  
Anderson, IN

Tom Rankin  
Lance Schattner  
Terry Hollowell  
Jeff Barr  
Bobby Spears  
D. Ray Macmillan  
David Hubble  
Marshal Brown  
Eddie Castillo

William H. Edwards  
Erich L. Ewald  
Richard L. Gross

Date: May 19<sup>th</sup>, 2004

Date: May 19<sup>th</sup>, 2004

# **Guide Corporation Anderson, Indiana Operations**

## **2004 Local Negotiations**

### **GENERAL SUBJECTS DEMAND #1**

**General Subjects Demand #1: “Demand U.A.W Local 663 and its members be provided with copies of all agreements as in the past.”**

This demand is settled under current and existing conditions and without prejudice to the position of either party on the following basis:

1. Management will have the 2004 Local Agreement books printed following a review and agreement on the contents between the Shop Committee and Management Committee. The books will contain past and present local agreements, understandings and settlements as jointly selected by the parties. Management will provide to U.A.W Local #663 a sufficient number of each Local, National, and Benefit Agreement, for distribution to those employees who request them. In this regard, the local Union will be provided with seven hundred fifty (750) copies of the Local and National Agreement books. One hundred (100) of the Local Agreement books will be wire “0” bound type with dividers and will be distributed evenly to the parties for Union representative and Management representative purposes. If unusual or unforeseen circumstances should occur that the local Union would need additional books, Management will supply these books upon request by the local Union. These books will be printed as soon as possible after negotiations are concluded. In the event wage rates are changed because of wage inequity agreements between the International Union and the Corporation, an additional insert will be printed containing all wage rates and applicable dates for the duration of the agreement. This insert will be issued under the same provisions as outlined above for the Local and National Agreements. It is further agreed that the Union will be furnished fourteen hundred (1,400) copies of selected local agreements for ratification purposes. However, if additional copies are needed, they will be provided upon reasonable notification by the Union.
- A. Prior local demand settlements, local understandings, and grievance settlements that are not in conflict or made obsolete by these negotiations are continued in effect. Such local settlements amended or modified during these negotiations are continued as amended or modified.

**Guide Corporation  
Anderson, Indiana Operations  
2004 Local Negotiations**

**GENERAL SUBJECTS DEMAND #2**

**General Subjects Demand #2: “Demand all problems with the Local Seniority Agreement be resolved.”**

This demand is settled under current and existing conditions and without prejudice to the position of either party on the following basis:

2. The local Agreement on Application of Paragraph 63(a) & 63(b) will be revised as follows:

When an employee is transferred under the provisions of Paragraph 63(a), all of his/her Paragraph 63(a) and 63(b) applications currently on file in the Hourly Personnel department will be purged.

- A. This sub demand is settled on the basis that an employee who is promoted pursuant to Paragraph 63(a) of the National Agreement may subsequently have a Paragraph 63(b) transfer honored into the same classification without regard to the contractual waiting period.
- B. As a matter of courtesy, Labor Relations has and will continue to notify the U.A.W Local #663 Shop Chairman of any contractual terminations or voluntary quits, on a timely basis. It is understood that this notification is not contractually mandated under the provisions of the National Agreement.
- C. The current “Tugger” equalization group will be eliminated. Henceforth, job duties currently performed by the Gas & Electric Truck Driver equalization group and the “Tugger” equalization group will be combined and will be performed by the Truck Driver equalization group. It is understood that the Truck Driver equalization group will continue to be designated as Department 1843. It is further understood that classified Gas & Electric Truck Drivers may use any form of powered or un-powered equipment in the performance of their duties.

Recognizing that employees in the “Tugger” equalization group will require training in driving fork trucks, it is anticipated that the above merger will be accomplished within one hundred twenty (120) days from date of ratification of the 2004 Local Agreement.

It is understood that employees in the combined equalization group will enter that group at 0.0 hours, most senior employee entering at the top of the sheet, least senior employee entering at bottom of sheet.

**Guide Corporation  
Anderson, Indiana Operations**

**2004 Local Negotiations**

**GENERAL SUBJECTS DEMAND #3**

**General Subjects Demand #3: “Demand all problems with Local Balance of Hours be resolved”**

This demand is settled under current and existing conditions and without prejudice to the position of either party on the following basis:

3. In reference to the subject of extra work situations for joint local representatives, the parties agree that the Memorandum of Understanding “Joint Local Appointments remains controlling.
  - A. The parties agree that the 2000 Local Agreement provisions regarding overtime scheduling for Apprentices remains controlling.
  - B. It continues to be Management’s intention to schedule employees for overtime prior to the employee’s last break. It is understood that unforeseen situations may arise in which this general policy cannot be uniformly enforced.
  - C. It is Management’s policy to supplement exhausted equalization groups fairly, taking quality and efficiency of operations into primary consideration. Any allegations of overtime supplementation scheduling that are contrary to business considerations will be investigated and resolved by the parties on a case-by-case basis [refer to William Edwards’ policy letter on Overtime Supplementation, attached]. It is understood that overtime may be supplemented outside the equalization group when the National Agreement provisions of the Memorandum of Understanding on Overtime are not in effect.
  - D. The parties acknowledge that overtime situations may arise in which it would be beneficial for training purposes for late-term apprentices to be scheduled to work with journeypersons. In such specifically and mutually agreed upon situations, Provision #7-a of the Local Balancing of Hours Agreement may be waived by mutual consent of management and the Committeeperson. It is understood that the above imposes no obligation on the part of Management to schedule apprentice overtime.
  - E. Any overtime scheduled for apprentices will be in accordance with the appropriate provisions of the Local and National agreements.

- F. The parties will continue to be governed by the provisions of the National Agreement regarding “mandatory” overtime situations. During the 2004 local negotiations, the Union cited infrequent situations in which employees might retain their position on their respective overtime sheets during periods of protracted extra work periods. In such eventualities, which are acknowledged to be rare, and by request of either party, the parties will meet and discuss an equitable solution that would serve the best interests of the individual while protecting the quality and quantity of production. Any solution so adopted will not conflict with the provisions of the Local and National agreements on the subject of “mandatory” overtime.
  
- G. Employees being placed on indefinite layoff will be asked and charged for any - available overtime hours up to and including the Saturday immediately following effective date of the indefinite layoff, and the Local Balancing of Hours Agreement will be revised to that effect.



**Guide Corporation  
Anderson, Indiana Operations  
2004 Local Negotiations**

**GENERAL SUBJECTS DEMAND #4**

**General Subjects Demand #4: “Demand trucks on dock be shut off to avoid fumes in facility.”**

This demand is satisfactorily settled under current and existing conditions on the following basis:

Semi-trailer trucks that are parked at the dock entrances of shipping/receiving will, upon request, shut off their engines so as to avoid fumes entering the plant facilities provided that all other doors in the area have been closed preventing a draft that allow fumes to enter the plant. Also, signs will be placed at gate entrances requesting drivers to shut off their engines when docked at shipping areas. However, it is agreed that when outside temperatures are extremely cold, diesel-fueled trucks that are docked outside will not be required to shut off their engines due to the difficulty of restarting diesel engines during cold weather. On those occasions when a diesel-fueled truck is parked inside the plant (i.e. loading dies onto trucks in the Tool Room) that vehicle will be required to shut off its engine during the loading procedure. It is anticipated that the signs will be installed within 90 days from date of ratification of the Guide/U.A.W Local Agreement.

**General Subjects Demand #4A: “Demand printer in the Safety Department.”**

This demand is satisfactorily settled under current and existing conditions on the following basis:

The parties agree that an adequate printer will be provided to the Safety Department office within 90 days from date of ratification. If it becomes necessary to purchase a new printer, the parties will purchase an adequate printer using joint funds. In the event joint funds are not available a suitable printer will be provided.

**Guide Corporation  
Anderson, Indiana Operations  
2004 Local Negotiations**

**GENERAL SUBJECTS DEMAND #6**

**General Subjects Demand #6: “Demand all problems with facilities be resolved.”**

This demand is settled under current and existing conditions and without prejudice to the position of either party on the following basis:

6. The product “Pro-Soap” will be made available through the crib system within thirty (30) days of ratification of the 2004 Local Agreement.
- A. During the 2004 local negotiations, the Union suggested better work table lighting in the north maintenance shop. Based upon the subcommittee meeting of January 11, 2004 this lighting project has already begun and will be completed within thirty (30) days of ratification of the 2004 Local Agreement.
- B. Management will provide adequate shower facilities for women as needed.
- C. Management is currently finalizing plans to rearrange various maintenance shops throughout the Anderson Plant; part of that plan includes providing an adequate dressing area for women. Regardless, an adequate women’s dressing area will be provided in an area immediately south of restrooms #37 —1&2. It is anticipated that the dressing area would be completed by the end of the current calendar year.
- D. The awning over the rear ITR garage pedestrian door will be replaced within thirty (30) days of ratification of the 2004 Local Agreement.
- E. Management agrees to repair air make-up units as necessary. Any problems or Issues concerning this matter may be reviewed and resolved by the Joint Ventilation Committee.
- F. The parties agree that the current Oiler cribs are sufficiently secure. Should conditions change; the parties will reopen this subject for further discussion and resolution.
- G. This sub-demand is withdrawn without prejudice to the position of either party.
- H. The fenced, gated area previously used as a Pilot pre-build operation will be reassigned to the Central Inspection department for die tool storage. In this regard, the area will be cleaned and a sufficient number of shelving racks will be provided for Central Inspection use within thirty (30) days of ratification of the 2004 Local Agreement.
- I. During the 2004 local negotiations, the Union stated that some employees in Department 1249 did not have a clear route of exit. Upon investigation, Management agreed with the Union on this issue and, consequently, will install a door near the train well in this department as soon as weather permits such installation..

- J. This sub-demand is settled on the basis that a sufficient part of the former Special Machine Builders area will be cleaned and cleared for the single and specific purpose of joint safety training.

# Guide Corporation Anderson, Indiana Operations

## 2004 Local Negotiations

### GENERAL SUBJECTS DEMAND #9

**General Subjects Demand #9: “Demand all problems with tools and equipment is to be resolved.”**

This demand is settled under current and existing conditions and without prejudice to the position of either party on the following basis:

9. The Union stated that there were several dies that were either missing or worn out that are used on the ironworker press. Management agrees to replace those dies that are missing or are worn beyond usage that are associated with the ironworker press per the list provided by the Union. It is anticipated that these tools will be replaced within 90 days from the date of ratification of the 2004 Guide / U.A.W Local Agreement.
  - A. The parties discussed at length the feasibility of repairing or replacing fork trucks #800 & #991. The parties agree that there is a mutual desire to provide the necessary equipment for items to be moved throughout the plant in a safe and efficient manner. Furthermore, management assures the Union that safe and adequate fork trucks will be made available for employees to perform their work. To that end, the necessary replacement parts have been ordered to complete the repairs on truck #991. It is anticipated that this work will be completed within 90 days from date of ratification of the 2004 Guide U.A.W Local Agreement. Additionally, the parties agree that a 6000-pound fork truck will be leased and will be available to employees assigned to the Millwright classification. It is anticipated that the leased 6000 lb. fork truck will be provided within 60 days from date of ratification of the 2004 Guide / U.A.W Local Agreement.
  - B. It is agreed to that yellow gauntlet gloves will be provided and stocked in the Anderson Plant crib within 30 days from the date of ratification of the 2004 Guide /U.A.W Local Agreement. It is understood that the yellow gauntlet glove will be replacing the white gauntlet glove.
  - C. This sub-demand is withdrawn without prejudice to the position of either party.
  - D. This demand is withdrawn without prejudice to the position of either party.
  - E. A portable smoke eater will be provided in the North Plant maintenance shop for use in situations where additional exhaust may be needed to assist in limiting excessive plastic flumes in the plant.
  - F. Management agrees to order and stock, in the main crib, the necessary repair part for the older model Weber screwdriver (1-rebuild kit & 1-new, complete jaw kit). It is anticipated that these parts would be stocked in the Guide/Anderson crib within 60 days from date of ratification of the 2004 Guide / U.A.W Local Agreement.

- G. A Saws-all power tool will be provided for the North Plant maintenance shop within thirty (30) days of ratification of the 2004 Local Agreement.
- H. The small porta-power unit will be relocated in the north maintenance shop.
- I. A band saw will be provided to the North Plant maintenance shop within thirty (30) days of ratification of the Local Agreement.
- J. The parties discussed at length the mutual desire to be able to quickly service Guide equipment, preventing unnecessary down time. One of the Union's concerns are missing set-up sheets for calibrating sensors on assembly equipment. Management agrees that tradespersons should have quick access of set-up sheets for calibrating sensors that lessen unnecessary down time. To that end, management is committed to continue to provide those set-up sheets at the assembly equipment and will replace missing set-up sheets when brought to management's attention. Additionally, set-up sheets for calibrating sensors will be made available on all shifts through Plant Engineering and/or Maintenance General Supervisors.

The parties also discussed the importance of having Good Master and Bad Master parts available at the site of the equipment so that tradespersons calibrating or recalibrating sensors are assured that the set-up and acceptable range of the sensor(s) has been verified using the Good Master and Bad Master parts. Management is committed to ensure that worn out or missing Good Masters and Bad Master parts are replaced as soon as possible.

- K. A flatbed truck previously used as a "loaner" in the Industrial Truck garage has been designated as being assigned to the Electrician classification.
- L. This demand is withdrawn without prejudice to the position of either party.
- M. Management agrees to provide an appropriate punch press with the associated punches and dies. It is anticipated that this equipment will be provided within 90 days from date of ratification of the 2004 Guide / U.A.W Local Agreement.
- N. A set of internal micrometers will be provided for Machine Shop use within thirty (30) days of ratification of the Local Agreement.
- O. Management agrees to provide a suitable computer that will allow programs to be saved off line, for the Hurco mill, located in the machine repair shop. It is anticipated that the computer will be available within 90 days from the date of ratification of the 2004 Guide / U.A.W Local Agreement.
- P. This demand is withdrawn without prejudice to the position of either party.
- Q. A tugger vehicle previously assigned to the Production Control organization has been reassigned for use in the transportation of Branson ultrasonic equipment.
- R. Following the 2004 local agreement negotiations, a joint team consisting of the Shop Committee and Tooling supervision will reevaluate the possible need of a non-CNC lathe for possible placement in the tool room.
- S. Management plans to update the wire EDM machine in the Tool Room with a

more efficient computer that would have up to a Pentium 4 processor. It is anticipated that this equipment will be provided within six (6) months from date of ratification of the 2004 Guide / U.A.W Local Agreement.

- T. This sub-demand is settled based upon the Memorandum of Understanding regarding Capital Investment Requests.
- U. This sub-demand is settled based upon the Memorandum of Understanding regarding Capital Investment Requests.
- V. This sub-demand is settled on the basis that a serial buffer card for use on the CNC lathe, located in the Tool Room, will be provided within ninety (90) days of ratification of the local agreement.
- W. It is agreed that newly-hired Maintenance journeypersons will be provided a tool wagon by the end of their probationary period of ninety (90) days.
- X. This demand is withdrawn without prejudice to the position of either party.
- Y. Parts to repair the lathe (Machine #GL-20455) in Central Inspection have been ordered. When the parts arrive, the repairs will be performed as soon as possible.
- Z. A #2 taper center will be provided for the Monarch lathe, located in Central Inspection, within thirty (30) days of ratification of the Local Agreement.
- AA. A quick-change tool post will be provided for the Monarch Lathe located in the Central Inspection department within thirty (30) days of ratification of the Local Agreement.
- BB. The power feed on the mill located in Central Inspection (GL-32535/GC90190) has been repaired.
- CC. A boring head with index-able carbide boring bars and index-able carbide face mill will be provided to the Central Inspection department within thirty (30) days of ratification of the Local Agreement.
- DD. A Proto-Track 2-D milling machine will be provided to the Central Inspection machine shop. It is anticipated that this machine will be moved from the Tool Room to Central Inspection within 60 days from date of ratification of the 2004 Guide U.A.W Local Agreement.
- EE. Management agrees to provide a Harig spindex fixture for the surface grinder located in Central Inspection. It is anticipated that the Harig spindex fixture will be provided within 90 days from the date of ratification of the 2004 Guide / U.A.W Local Agreement.
- FF. A granite surface plate for use by the Central Inspection department has been provided.
- GG. The requested letter and number stamps have been provided to the Central Inspection department.
- HH. A set of 5C collets will be provided for use in the Central Inspection department

within thirty (30) days of ratification of the Local Agreement.

- II. A “walkie” formerly assigned to the Maintenance department will be provided to Central Inspection within thirty (30) days of ratification of the Local Agreement.
- JJ. A shadowgraph has been provided to the Central Inspection department.
- KK. This sub-demand is withdrawn without prejudice to the position of either party.
- LL. This sub-demand is withdrawn without prejudice to the position of either party.
- MM. Two (2) calibration spheres will be refurbished and placed back into active service in the Central Inspection department within thirty (30) days of ratification of the Local Agreement.
- NN. A speaker phone for conference call use has been provided to the Central Inspection department.
- 00. A operator’s pendant will be provided for use on the CMM within thirty (30) days of ratification of the Local Agreement.
- PP. This sub-demand is settled based upon the Memorandum of Understanding regarding Capital Investment Requests.
- QQ. This sub-demand is settled based upon the Memorandum of Understanding regarding Capital Investment Requests.
- RR. This demand is withdrawn without prejudice to the position of either party.
- SS. During the 2004 local negotiations, the parties agreed to consider several items for possible attainment for the Central Inspection department. Accordingly, following negotiations, the parties will meet and reevaluate the desirability of providing Microsoft Visual Basic in the Metrology Lab.
- TT. An additional cordless drill will be provided to the Carpenter classification within thirty (30) days of ratification of the local agreement.
- UU. Management agrees to update test equipment for employees who are engaged in refrigeration and air conditioning equipment repair as noted below. It is anticipated that the equipment would be updated within 90 days from the date of ratification of the 2004 Guide / U.A.W Local Agreement.
  - 2 Fluke multi-volt meters
  - 2 Clamp-on digital amp probe meters
  - 2 Sets of refrigeration gauges
  - 2 Charge fasteners or quick chargers
  - 1 Vacuum pump

**Guide Corporation  
Anderson, Indiana Operations**

**2004 Local Negotiations**

**GENERAL SUBJECTS DEMAND #10**

**General Subjects Demand #10: “Demand all problems with job disputes be resolved.”**

This demand is settled under current and existing conditions and without prejudice to the position of either party on the following basis:

10. This sub-demand is satisfactorily settled on the basis that past settlements recognizing the ability of Millwrights to use powered equipment in line with their respective work remain in effect.
  - A. This sub-demand is withdrawn without prejudice to the position of either party.
  - B. This sub-demand is withdrawn without prejudice to the position of either party.
  - C. This sub-demand is satisfactorily settled on the basis that purchased items that are to be assembled by in-house labor will be assigned to the respective skilled trades in strict accordance with previous settlements made by the parties.
  - D. In the rare event that it becomes necessary to pull a die from a plastic machine using chains and powered equipment, the work will be performed by an employee who has received formal rigging training and is licensed in the use of the powered vehicle, if required for safety purposes. Normally, in such situations a classified Millwright would perform the job. However, it is not the intent of this settlement to prevent such work from being accomplished as an incidental duty of another trade, nor is it intended to conflict with Plastic Cell JobSetter duties.



# **Guide Corporations Anderson, Indiana Operations**

## **2004 Local Negotiations**

### **GENERAL SUBJECTS DEMAND #11**

**General Subjects Demand #11: “Demand additional roof vents with controls clearly marked in department.”**

This demand is satisfactorily settled under current and existing conditions on the following basis:

The purpose of having floor access controls for roof exhaust systems is to provide adequate exhaust of excessive plastic fumes in instances where a portable exhaust unit is either unavailable or insufficient. It is understood that floor access controls for the roof exhaust systems are not designed, nor should they be used to provide additional fresh air. Furthermore, the parties agree that floor access controls should be properly identified for the purpose of being activated in a timely manner when needed.

To that end, management agrees to provide floor access controls and or identifying signs for roof exhaust systems located as follows:

- |               |  |
|---------------|--|
| 1. BayV-1:    | Install floor controller and install sign. |
| 2. Bay R-114: | Install floor controller and sign.         |
| 3. BayT-101:  | Install floor controller and sign.         |
| 4. BayM-110:  | Install sign.                              |
| 5. Bay M-102: | Install floor controller and sign.         |
| 6. Bay AA-30: | Install sign.                              |
| 7. Bay W-39:  | Install sign.                              |
| 8. Bay T-39:  | Install sign.                              |
| 9. Bay E-50:  | Install floor controller and sign.         |
| 10. Bay E-46: | Install sign.                              |
| 11. Bay B-49: | Install floor controller and sign.         |
| 12. Bay W-2:  | Install sign.                              |

It is anticipated that this work will be scheduled and completed within six-(6) months from date of ratification of the 2004 Guide/ U.A.W Local Agreement.

**Guide Corporation  
Anderson, Indiana Operations**

**2004 Local Negotiations**

**GENERAL SUBJECTS DEMAND #12**

**General Subjects Demand #12: “Demand Monitor be placed in the break area used by departments 1274 and 1275.”**

This demand is satisfactorily settled under current and existing conditions in the following basis:

Management agrees to provide an Information Center TV monitor in the Plant 5 enclosed break area. It is anticipated that this work will be completed within 30 days from the date of ratification of the Local Agreement.

**Guide Corporation  
Anderson, Indiana Operations**

**2004 Local Negotiations**

**GENERAL SUBJECTS DEMAND #12A**

**General Subjects Demand #12A: “Demand ventilation at Bay #D48 be repaired or replaced.”**

This demand is satisfactorily settled under current and existing conditions, without prejudice to the position of either party on the following basis:

It is agreed that two fans will be mounted on the column post at Bay D-48. One fan will be directed toward mold machine #44-F and the other fan will be directed toward mold machine #44-G. It is anticipated that this work will begin within 90 days from the date of ratification of the 2004 Guide/U.A.W Local Agreement.

**Guide Corporation  
Anderson, Indiana Operations**

**2004 Local Negotiations**

**GENERAL SUBJECTS DEMAND #13**

**General Subjects Demand #13: “Demand non-skilled women have locker/shower facility.”**

This demand is satisfactorily settled without prejudice to the position of either party based on the outcome of GSD #6-b and GSD #6-c.

**General Subjects Demand #13A: “Demand restroom facilities be repaired and painted.”**

This demand is satisfactorily settled under current and existing conditions on the following basis:

The following restroom facilities will be repaired and or repainted as noted below:

1. 43 -1&2: paint
2. 43 -3&4: paint
3. Jobsetter shower/locker (north east corner of plant one):  
paint
4. Tunnel shower/locker: paint and repair shower tiles
5. 32 -1&2: paint
6. 37-1&2:paint
7. 21-1&2:paint
8. 26-5&6: paint
9. \*\*26 .3&4: paint \*\*

It is anticipated that this work will begin within 90 days from date of ratification of the 2004 Guide / U.A.W Local Agreement.

(\* \*Note: Item #9 will be painted based on the outcome of GSD #13D)

**General Subjects Demand #13B: “Demand ventilation in all restroom facilities”**

This demand is satisfactorily settled under current and existing conditions on the following basis:

Management agrees to provide adequate ventilation for the following restroom facilities:

- |        |        |        |
|--------|--------|--------|
| 43-1&2 | 18-1&2 | 60-1&2 |
| 37-1&2 | 23-1&2 |        |

The Joint Ventilation Committee will review and resolve future concerns involving improperly functioning fans and/or ventilation problems in restroom facilities as necessary.

**General Subjects Demand #13C: “Demand all restroom facilities be cleaned and reopened.”**

This demand is satisfactorily settled under current and existing conditions on the following basis:

It is agreed that all restroom facilities will be cleaned on a regular basis. Furthermore, sufficient restroom facilities have been provided.

**General Subjects Demand #13D: “Demand restrooms #26-3 and 26-4 be re-opened.”**

This demand is satisfactorily settled under current and existing conditions without prejudice to the position of either party on the following basis:

The parties discussed at great length the issue of re-opening restrooms #26 - 3&4. The parties agree that adequate restroom facilities should be provided to all employees. Management provides the necessary facilities based upon plant/department/area population and the proximity of adequate restroom facilities. As in the past when there have been geographical shifts of plant personnel management deemed it necessary to close various restroom facilities. However, as a result of these discussions, management has agreed under current and existing conditions to re-open restrooms #26 - 3&4. Additionally, management will continually evaluate the necessity of maintaining currently open restroom facilities and will adjust that number accordingly as conditions warrant. It is anticipated that the aforementioned restrooms would be opened and available for use within 90 days from date of ratification of the Guide / U.A.W Local Agreement.

**Guide Corporation  
Anderson, Indiana Operations**

**2004 Local Negotiations**

**GENERAL SUBJECTS DEMAND #15**

**General Subjects Demand #15: “Demand all skilled trades manpower problems be resolved.”**

This demand is settled under current and existing conditions and without prejudice to the position of either party on the following basis:

15. This sub-demand is withdrawn without prejudice to the position of either party.
  - A. This sub-demand is withdrawn without prejudice to the position of either party.
  - B. This sub-demand is settled on the basis that the 2004 Guide — U.A.W National Agreement has determined future apprentice obligations.
  - C. This sub-demand is settled on the basis that Guide maintenance will maintain and service all Guide-owned or leased non-building/structure-related equipment located at the Alexandria Pike Pin Plating facility.
  - D. During the 2004 local negotiations, the parties discussed the necessity of actively planning ahead to prevent excessive equipment downtime. To this end, the parties reaffirmed the mutual agreement reached in General Subjects Demand #15E of the 2000 Local Agreement and reinforced the commitment to discuss recurrent problems in the Joint Steering Committee.

**Guide Corporation  
Anderson, Indiana Operations**

**2004 Local Negotiations**

**GENERAL SUBJECTS DEMAND #16**

**General Subjects Demand #16: “Demand a jobsetter be added in pack area of plant 6.”**

This demand is satisfactorily settled under current and existing conditions on the following basis:

It is anticipated that the service pack area currently located in Plant 6 will be phased out over the next several months. Therefore, there is not a need to add any additional jobsetters to the department. Should conditions change, management will, as in the past, review its manpower requirements and adjust the headcount as necessary.

**General Subjects Demand #16A: “Demand one additional janitor per shift to service the designated smoking areas.”**

This demand is withdrawn without prejudice to the position of either party.

# **Guide Corporation Anderson, Indiana Operations**

## **2004 Local Negotiations**

### **GENERAL SUBJECTS DEMAND #17**

**General Subjects Demand #17: “Demand all problems with training be resolved.”**

This demand is settled under current and existing conditions and without prejudice to the position of either party on the following basis:

17. Management and Union agree that journeyman Electricians could receive training on various sensors that would greatly improve operational efficiency. To this end, the joint Training Representatives will make application through the Indiana Department of Workforce Development for a “Journeyman Upgrade, and Allocation Breakdown” grant for training in the following areas:

- 1) Sensors
- 2) DVT camera systems with DVT vision systems
- 3) Intelligent actuators
- 4) Light curtains

Applications for such state grants will be made annually over the life of the 2004 Local Agreement. It is understood that the number of journeymen so trained will be based upon state monies available for this purpose and upon plant need.

Additionally, Plant Engineering will provide in-house training for a sufficient number of Skilled Tradespersons in Smart Image Sensors camera operated systems and Video Jet Excel 2000 Series Opaque part painting systems.

If state grant funds are not available, the parties agree to meet and find other alternative means of performing the training. If state grant funds are available, the training will be performed as soon as possible and in any event no later than ninety (90) days following grant approval.

- A. The joint Training Representatives will pursue state grant funding for training Machine Repair journeymen in the Machine Shop in the use of the following equipment: Hurco, Milltronics, Milltronics lathe and grinder. The number of journeymen so trained will be based upon state monies available for this purpose, and upon plant need.

If state grant funds are not available, the parties agree to meet and find other alternative means of performing the training. If state grant funds are available, the training will be performed as soon as possible and in any event no later than ninety (90) days following grant approval.



# **Guide Corporation Anderson, Indiana Operations**

## **2004 Local Negotiations**

### **GENERAL SUBJECTS DEMAND #18**

#### **General Subjects Demand #18: “Demand all Shop Committee demands be resolved.”**

This demand is settled under current and existing conditions and without prejudice to the position of either party on the following basis:

18. The parties agree that the issue concerning tool allowance for skilled tradespersons is resolved based on the outcome of the 2004 Guide / U.A.W National Agreement.
  - A. This demand is withdrawn without prejudice to the position of either party.
  - B. It is recognized that the Guide – Anderson facility occasionally places excess furniture, equipment and other items for auction. It is understood that in any such future auctions, Guide employees will not be excluded from the bid process, as in the past.
  - C. This sub-demand is withdrawn without prejudice to the position of either party.
  - D. This demand is withdrawn without prejudice to the position of either party.
  - E. This sub-demand is referred to the 2004 Guide – U.A.W National Agreement for final resolution.
  - F. Management will continue to review its manpower requirements and will schedule its workforce for overtime on an as needed basis.
  - G. This sub-demand is referred to the 2004 Guide – U.A.W National Agreement for final resolution.
  - H. Within ninety (90) days of ratification of the Local Agreement, a joint team consisting of members of the Shop Committee and Labor Relations will identify necessary items for use in the U.A.W Work Center.
  - I. The parties discussed at great length the mutual desire to have an effective Preventative Maintenance (PM) program that preserves the integrity of Guide’s equipment. To that end, a PM program has been implemented, that has proven to be an effective method of properly maintaining Guide’s equipment. Currently, the following PM procedure is as follows:
    - Additional tradespersons have been added to third (3rd) shift to help facilitate the PM program
    - A designated General Supervisor generates a weekly report to other managers that indicate the current status of equipment needing

preventative maintenance, which includes expected completion dates.

- A designated General Supervisor meets weekly with the CAC's who report out on uncompleted PM'd machines. CAC's generate work orders for necessary parts that will allow tradespersons to complete the PM on a specific piece of equipment.

- The PM on equipment is not considered completed until the work order generated by the CAC's has been completed.

The parties understand that the current PM procedure is subject to change and/or modification as necessary. Also, the parties agree to discuss any problems or concerns associated with the Preventative Maintenance program to further enhance the integrity of Guide's equipment. Additionally, management will continue to review and adjust its manpower requirements as needed.

- J. This demand is withdrawn without prejudice to the position of either party.
- K. This demand is settled on the basis that open grievances have been satisfactorily resolved.
- L. This demand is withdrawn without prejudice to the position of either party.
- M. During the 2004 local contract negotiations, the parties mutually agreed to refer outsourcing problems to the national parties for resolution, with the understanding that Guide Corporation will be involving the International U.A.W in the product bid process.
- N. A larger bulletin board for use outside of the U.A.W Work Center will be provided within thirty (30) days of ratification of the 2004 Local Agreement.
- O. This sub-demand is withdrawn without prejudice to the position of either party.
- P. This demand is withdrawn without prejudice to the position of either party.
- Q. It is agreed that the following standard sized sockets will be provided to the maintenance department:
  - 1" socket: 1" drive 6pt      1-1/4" socket: 1" drive 6pt
  - 2-1/4" socket: 1" drive 6pt      3" socket: 1-1/2" drive 6pt
  - 3-1/8" socket: 1-1/2" drive 6p      3-1/2" socket: 1-1/2" drive 6pt
  - 4-1/8" socket: 1-1/2" drive 6pt      4-1/4" socket: 1-1/2" drive 6pt
  - 5" socket: 1-1/2" drive 6pt
- R. In the event skilled trades Journeypersons/apprentices are displaced from their classifications due to classification combinations or eliminations resulting from changes in the 2004 Local Seniority Agreement, the parties will meet and determine to which skilled classification such displaced employees may be transferred.
- S. Equipment and facilities upgrading of the joint local Skills Center will be governed by the provisions of the Guide – U.A.W National Agreement and any joint funds specifications thereof.

**MEMORANDUM OF UNDERSTANDING  
NON-INTERCHANGEABILITY OF ENGLS AND MULTICOLOR**

Under current and existing conditions and without prejudice to the position either party, the parties mutually agree to the following:

Effective this date, classifications in the Engles Department 1145 and the Multicolor Department 1249 will no longer be interchangeable for purpose of the Local Seniority Agreement.

This Memorandum of Understanding supersedes and renders null and void the "Memorandum of Understanding; Seniority Provisions; Departments 1145 and 1249" dated December 17, 2002.

**MEMORANDUM OF UNDERSTANDING  
SECONDARY TOOLING BID PROCESS FOR  
MODEL SHOP AND CENTRAL INSPECTION**

Under current and existing conditions and without prejudice to the position of either party, the parties mutually agree to the following:

In discussing a method by which End Of Arm tooling could be submitted to an in-house bid process, the Union suggested that Central Inspection and Model Shop employees should have access to a similar method. The Union stated that a competitive bid process could potentially secure the opportunity to bring gauges, fixtures and other secondary work in-house.

In this regard, Central Inspection and Model Shop secondary tooling considerations may be reviewed in the Tooling Bid Process Committee established by the Memorandum of Understanding on Tooling Bid Process-Secondary Tools, dated 5/19/04.

## **MEMORANDUM OF UNDERSTANDING**

### **TRANSFERS - 63(A), 63(B), AND SHIFT PREFERENCE MODIFIED FREQUENCY 90 DAYS TO 120 DAYS**

During the 2004 Guide / U.A.W Local Negotiations, the parties discussed the frequency in which an employee may transfer under the provisions of the Paragraph 63(a), 63(b), and Shift Preference Agreements. The parties agreed to modify the above mentioned provisions changing the frequency an employee may transfer from 90 days to 120 days.

## **MEMORANDUM OF UNDERSTANDING OPERATOR CLASSIFICATION**

Under current and existing conditions and without prejudice to the position of either party, the parties mutually agree to the following:

The Plastic Cell Operator and Assembly Cell Operator classifications will be merged into one classification, henceforth listed as the Operator classification. This merger will be effective on the date of ratification of the 2004 Local Agreement.

## **MEMORANDUM OF UNDERSTANDING TOOLING COMMITMENT**

Under current and existing conditions and without prejudice to the position of either party, the parties mutually agree to the following:

In 1999 the National parties negotiated a special separation package for Tooling employees that effectively ended Guide's participation in new tool build. As part of those negotiations, the "seven day agreement" was continued for the life of the 2000 Local Agreement.

While the "seven day agreement" is no longer applicable, the need for in-house Tooling labor to service tools remains. In this regard, Management assures U.A.W Local #663 that in-house Tooling employees will continue to be assigned to all normal and historical repairs or modifications of tools that we are capable of performing, once they have undergone debugging and have been released for production. Warranty work will continue to be performed by the outside tooling source, as in the past.

Management recognizes that previous customer schedules drove the Tool Room workload beyond the contractual seven days, and was supplemented occasionally by periods of extended hours. Should manufacturing requirements remain approximate to previous model years, discontinuance of a formal "seven day agreement" is not anticipated to seriously affect overtime opportunities in the Tool Room.

During the 2004 National Agreement negotiations, the Corporation made a firm commitment to the International Union, U.A.W that monies would be directed toward capital investment in new technology and equipment at the Anderson and Monroe facilities. The local parties are fully committed to pursuing funding opportunities for a variety of tools and equipment that would enhance the performance and efficiency of tool service work at this location.

In summary, opportunities for new work, new technology and new equipment have been provided by the National Agreement. In pursuing these opportunities, Management recognizes the desirability – and the contractual obligation – to continue to use in-house labor on tool service work.

## **MEMORANDUM OF UNDERSTANDING TOOLING BID PROCESS SECONDARY TOOLS**

During the 2004 Guide / U.A.W Local Negotiations the parties had several discussions emphasizing the importance of continuing to improve Guide's competitive position in today's global marketplace. The parties recognize that for Guide to exist as a viable manufacturer, Guide must be competitive in its cost structure for quality, cost, and performance.

During these discussions the Union expressed an interest in exploring the competitiveness of Guide's tooling department in regards to building new end of arm tooling. The parties acknowledged that currently the tooling department's work load has, at times, required extended overtime hours be worked either daily and/or weekends to properly service/repair existing tools in support of manufacturing operations. The Union suggested during periods in which the workload in the Tooling department was lessened, Tooling personnel could be utilized to build new tools provided service needs to manufacturing are met, and that the new tool build work can be done competitively (quality, cost, time limits, and performance).

To that end, the parties agree to create a Tooling Bid Process Committee whose purpose is to jointly evaluate the possibilities (quality, cost, time limits, and performance) of building new secondary types of tools while efficiently utilizing the talents and knowledge of the Tooling department.

The Tooling Bid Process Committee will include a designated representative from Labor Relations, Tooling and two (2) designated U.A.W representatives. Support and technical advisors with specific knowledge of the work being considered will be included as needed. The Committee will meet monthly and a designated Committee member will review the Committee's discussions to the next Steering Committee Meeting each month.

## **MEMORANDUM OF UNDERSTANDING WELDERS**

Under current and existing conditions and without prejudice to the position of either party, General Subjects Demand 2-G of the 2000 Local Agreement is revised, as follows:

The separate equalization groups in the Welder classification will be merged into one single equalization group. Employees in the newly-merged equalization group will be placed at 0.0 hours in order of skilled trades entry date, most senior date first.

It is anticipated that these equalization groups will be merged within thirty (30) days of ratification of the 2004 Local Agreement.

Additionally, the parties may request the joint Training representatives to conduct a needs analysis for possible cross-training.

## **MEMORANDUM OF UNDERSTANDING CENTRAL INSPECTION DEPARTMENT 1040**

Under current and existing conditions, the parties agree to create a separate department for employees currently assigned to Central Inspection. To that end, all employees currently in department 1036 that are assigned to Central Inspection will be assigned to department 1040. This newly created department will be governed by all of the provisions of the Local Seniority Agreement. Furthermore, for clarification purposes, employees assigned to the newly created Central Inspection department may be offered available overtime hours according to the Local Balancing of Hours Agreement. Furthermore, it is agreed that within 60 days from ratification, all employees who are assigned to department 1040 will be placed on the equalization overtime sheet at zero (0.0) hours in seniority order, meaning the most senior employee will be placed at the beginning (top) of the list. It is understood that Central Inspection employees will continue to be included in all tooling agreements.

**MEMORANDUM OF UNDERSTANDING  
COMBINATION OF ELECTRICIAN  
REFRIGERATION AND AIR CONDITIONING  
EQUIPMENT REPAIR  
CLASSIFICATION**

Under current conditions and without prejudice to the position of either party, the parties agree to the following:

The Refrigeration and Air Conditioning Equipment Repair classification will be combined into the Electrician classification. Henceforth, all job duties previously assigned to the Refrigeration and Air Conditioning Equipment Repair classification will be assigned to the Electrician classification.

The classification combination described above will be implemented within sixty (60) days of ratification of the 2004 Local Agreement. It is understood that the referenced employees will enter into the newly-established equalization group at 0.0 hours in order of skilled trades entry date, most senior date first. It is further understood that the Joint Training representatives may be requested to perform a needs-analysis for necessary cross-training purposes.

**MEMORANDUM OF UNDERSTANDING  
FITNESS CENTER**

Under current and existing conditions and without prejudice to the position of either party, the parties mutually agree to the following:

The Fitness Center program will be continued during the life of the 2004 Local Agreement. Any issues regarding the Fitness Center program will be addressed and resolved by the local Joint Steering Committee.



To: Tom Rankin  
Shop Chairperson  
U.A.W Local #663

Subject: Gate Procedures For Identifying Employees

Date: May 13, 2004

Based upon concerns raised by the Shop Committee during the 2004 local contract negotiations, this is to advise you of Management's policy of identifying employees at the gate entrances.

Under normal circumstances, Plant Security will simply request that employees openly display their employee identification badge. Should employees enter or exit through an unmanned turnstile gate, as at Gate #2, they will be expected only to place their identification badge upon the required video scanner and to verbally identify themselves to the computer operator officer at Gate #1.

Employees entering the plant after an extended lunch period or entering the plant after normal starting times will be required to identify themselves with their badge, and will be requested to sign a gate pass, pursuant to previous settlements made between the parties.

Plant Security will be instructed to question employees only in unusual circumstances or in emergency situations. This does not preclude Plant Security from halting the entrance or exit of employees engaged in suspicious activities or exhibiting unsafe or unusual behavior.

Any situations brought to Management's attention that are contrary to the intent of this letter will be investigated promptly.

Sincerely,

William Edwards  
Personnel Director  
Guide Corp. — Anderson, Indiana Operations

## **MEMORANDUM OF UNDERSTANDING ENTRANCE RAMP**

Under current and existing conditions and without prejudice to the position of either party, the parties mutually agree to the following:

The entrance ramp leading from Dr. Martin Luther King, Jr. Blvd. to Gate #2 will be reopened for employee use within thirty (30) days of ratification of the 2004 Local agreement.

## **MEMORANDUM OF UNDERSTANDING CAPITAL INVESTMENT REQUESTS**

Under current and existing conditions and without prejudice to the position of either party, the parties mutually agree to the following:

This Memorandum is to confirm Management's commitment to UAW Local #663 that capital investment requests will be made to the Corporation, pursuant to the applicable Guide – UAW National Agreement provisions. Specifically, those provisions direct the parties to meet within ninety days to discuss capital investment, locally and nationally directed competitive initiatives, and capital availability.

In this regard, local management and UAW Local #663 will request for appropriations consideration the following equipment:

- A new model 64" Hurco for use in the Tool Room
- A new computer and associated software for the Hurco
- CMM software upgrades
- CMM computer control upgrades

Based upon extensive discussion, the parties consider the above equipment to be most helpful in improving the operational efficiency at the Anderson location.

## **MEMORANDUM OF UNDERSTANDING PIN PLATING DEPARTMENT**

Under current and existing conditions and without prejudice to the position of either party, the parties mutually agree to the following:

Tool and Die Makers working at the Alexander Pike Plating facility will be assigned to a new department and equalization group within sixty (60) days of ratification of the Local Agreement. It is understood that the referenced employees will enter into the newly-established equalization group at 0.0 hours in order of skilled trades entry date, most senior date first.

## **MEMORANDUM OF UNDERSTANDING ELIMINATION OF PATTERN MAKER CLASSIFICATION**

Under current and existing conditions and without prejudice to the position of either party, and because of recent technology change and population attrition, the parties mutually agree to eliminate the Pattern Maker classification. All job duties previously assigned to the Pattern Maker classification will be reassigned to the Tool and Die Maker classification at the Tool and Die Maker rate of pay.

## **MEMORANDUM OF UNDERSTANDING ELIMINATION OF SATURN CLASSIFICATION**

Under current and existing conditions and without prejudice to the position of either party, the parties mutually agree to the following:

The following classifications will be eliminated: Module JobSetter – Saturn and Module Operator – Saturn. Henceforth, all job duties previously performed by employees in these classifications will be reassigned to the Plastics JobSetter and Operator classifications. It is further understood that Department 1139 will be designated as a Plastic Cell department.

## **MEMORANDUM OF UNDERSTANDING TANK AND SPECIALTY – PROCESS**

Under current and existing conditions and without prejudice to the position of either party, the parties mutually agree to the following combination of equalization groups:

The current “Booth Cleaning” equalization group and department (3431) will be eliminated. All duties previously performed by the “Booth Cleaning” equalization group will be performed by the Tank and Specialty – Process Department classification, Department 3432.

The equalization groups will be merged within sixty (60) days of ratification of the 2004 Local Agreement. It is understood that employees in the combined equalization group will enter that group at 0.0 hours, most senior employee entering at the top of the sheet, least senior employee entering at the bottom of the sheet.

## **MEMORANDUM OF UNDERSTANDING NAME CHANGES**

Under current and existing conditions and without prejudice to the position of either party, the parties mutually agree to the following:

For purposes of administration of all provisions of the Local Seniority Agreement, the “hire-in” name of the employee will remain constant. Subsequent name changes will not affect the position of employees for purposes of administration of the Local Seniority Agreement.

Examples of name changes from the “hire-in” name include changes due to marriage, legal changes, etc.

The Memorandum is agreed to be retroactive to January 1, 2004.

## **MEMORANDUM OF UNDERSTANDING PARAGRAPH IV-F REDUCTIONS**

Under current and existing conditions and without prejudice to the position of either party, the parties mutually agree to the following:

Paragraph IV-f reductions will henceforth be "By Plant" and will no longer be "Division-Wide".

## **MEMORANDUM OF UNDERSTANDING "SEVEN DAY ASK" PROVISION**

Under current and existing conditions and without prejudice to the position of either party, the parties mutually agree to the following:

The parties mutually agree to delete Section IV, B-1 from the Local Seniority Agreement, effective the date of ratification of the 2004 Local Agreement.

**Guide Corporation  
Anderson, Indiana Operations**

**2000 Local Negotiations**

**GENERAL SUBJECTS DEMAND #2**

**General Subjects Demand #2: “Demand all problems with the Local Seniority Agreement be resolved.”**

- B. In the event of a labor dispute in a customer’s plant, which affects this plant, employees will be sent home and recalled in accordance with the provisions of Section VIII of the Local Agreement. If it becomes necessary to send home skilled tradesperson due a labor dispute in a customer’s plant, the tradesperson will be sent home and recalled using their skilled trade entry date as their seniority date, in accordance with the provisions of Section VIII of the Local Agreement. In the event the labor dispute continues for more than 30 days, the provisions of Section V of the Local Agreement shall apply, though the 30-day period may be extended by mutual agreement between the parties.

**Guide Corporation  
Anderson, Indiana Operations**

**2000 Local Negotiations**

**GENERAL SUBJECTS DEMAND #3**

**General Subjects Demand #3: “Demand all problems with Local Balance of Hours be resolved.”**

This demand is satisfactorily settled under current and existing conditions on the following basis:

This demand is settled on the basis of the Memorandum of Understanding dated January 31, 2000 regarding “Median Hours – Local Balancing of Hours Agreement” [below].

At this location, it has been the practice that seniority employees, who enter into a new equalization group, enter in at “median” hours. It has been brought to our attention that there is a lack of understanding in determining the correct median hours where there are only two (2) employees in an equalization group.

To this end, when there are two (2) employees in an equalization group and one (1) employee leaves/transfers, creating a vacancy, the replacement employee will assume the identical hours of the employee who remained in the equalization group. These employees will be placed in alphabetical order on the overtime sheet and scheduled for overtime accordingly.

**Guide Corporation  
Anderson, Indiana Operations**

**2000 Local Negotiations**

**GENERAL SUBJECTS DEMAND #4**

**General Subjects Demand #4: “Demand a problem with Health and Safety is resolved.”**

This demand is satisfactorily settled under current and existing conditions on the following basis:

- A. A comprehensive computer database listing chemicals used at this location, along with relevant safe-use procedures information, is being developed. It is anticipated that this database will be completed and accessible to General Supervisor level employees by April, 2000.

**Guide Corporation  
Anderson, Indiana Operations**

**2000 Local Negotiations**

**GENERAL SUBJECTS DEMAND #5**

**General Subjects Demand #5: “Demand all problems with starting times be resolved.”**

This demand is satisfactorily settled under current and existing conditions on the following basis:

- A. In the event that parking lot closings or other issues associated with plant rearrangement create unforeseen traffic flow disruptions, the parties will examine the feasibility of staggered starting times with the intent of erasing traffic congestion.

**Guide Corporation  
Anderson, Indiana Operations**

**2000 Local Negotiations**

**GENERAL SUBJECTS DEMAND #6**

**General Subjects Demand #6: “Demand all problems with facilities be resolved.”**

- C. Ergonomic chairs will be repaired and or replaced on an as needed basis as referenced by the Joint Ergonomics Technician Team. When an employee has an ergonomic chair that needs repairs they will notify their Supervisor of the condition(s) of the chair. The Supervisor will be responsible for notifying the proper person(s) (Maintenance or Ergonomic Representative) and make the necessary arrangements for repairs.
  
- D. The issue of cleaning the yellow trash containers was discussed by the parties, and it was determined that the cost of washing the trash containers versus buying new trash containers was not cost competitive. Therefore, management will be surveying the yellow trash containers on a monthly basis and may replace or wash the yellow trash container as needed.

**Guide Corporation  
Anderson, Indiana Operations**

**2000 Local Negotiations**

**GENERAL SUBJECTS DEMAND #8**

**General Subjects Demand #8: “Demand all problems with the Janitors be resolved”**

- B. The parties discussed the issue of scheduling the cleaning of the Cafeteria and the plant #5 Hospital on a regular basis. Management recognizes the mutual desire of maintaining a clean and professional environment for all employees. Therefore, it is agreed that the Cafeteria will be scheduled to be Cleaned (sweep and mop) daily and the kitchen floor and sitting area will be scheduled to be scrubbed, waxed or buffed quarterly. The plant #5 Hospital and associated restroom will be scheduled to be Cleaned (trash, sweep, and mop) daily. In addition, the plant #5 Hospital floor will be scrubbed, waxed or buffed quarterly. Any Concerns or problems in maintaining this schedule or if modifications of the cleaning schedule become necessary, will be discussed with the local parties as far as practicable



- C. The parties discussed at great length the issue of scheduling enough Janitors in proportion to the number of employees scheduled to work on holiday(s) and or weekends. The parties agree that it is mutually desirable to provide clean and sanitized restrooms for Guide employees. Additionally, the parties understand that defining a set ratio of Janitors scheduled to work on a holiday or a weekend may not be efficient. Therefore, Management will provide adequate janitorial services during weekend and holiday periods. Any problems or conflicts with this issue will be addressed during the Joint Housekeeping Committee discussions.
- D. The parties discussed the potential impact of the plant re-arrangement/consolidation of equipment and employees into concentrated areas of the plant versus the conditions of the restroom facilities. Management committed to the Union that there is mutual desire to provide clean and adequate restrooms for all Guide Corporation employees. Therefore, it is agreed that the restrooms located in the manufacturing plant will be fully cleaned and stocked twice every 24 hours during normal periods of operations.

Clarification:

Restroom facilities will not be scheduled to be cleaned twice in a 24 hour period during periods of reduced operations, i.e. weekends/holidays where partial operations or shifts are scheduled to work. Also, restrooms located in the administration or other office buildings will not be scheduled for additional cleaning. Any problems or concerns should be addressed in the Joint Housekeeping Committee discussions.

- F. The parties discussed at length the issue of thoroughly cleaning the break areas, It is understood that the current cleaning schedule of the break areas consists of trash pickup, sweeping, a cleaning of the tables and chairs and is perform on a daily basis. Additionally, it is agreed that break areas will be detailed, cleaned and floors re-coated on a quarterly basis. Any question or problems concerning this schedule will be referred to the Housekeeping Committee. It understood that this work schedule applies only to those break areas, which will remain active following the plant rearrangement.

## **Guide Corporation Anderson, Indiana Operations**

### **2000 Local Negotiations**

#### **GENERAL SUBJECTS DEMAND #9**

**General Subjects Demand #9: "Demand all problems with tools and equipment be resolved."**

- H. Management agrees to allow retirement, eligible employees of the Cell Job Setter classifications to purchase their tool wagons for \$50.00 as specified in GSD #33 of the 1993 Local Agreement.

**Guide Corporation  
Anderson, Indiana Operations**

**2000 Local Negotiations**

**GENERAL SUBJECTS DEMAND #10**

**General Subjects Demand #10: “Demand all problems with job disputes be resolved.”**

This demand is satisfactorily settled under current and existing conditions on the following basis:

- A. The parties discussed at length the issue of moving equipment and material by Gas and Electric Truck Drivers and Millwrights. Therefore, it is agreed that the issue of skilled tradespersons versus Production Control movement of material will be made a part of the weekly Production Control meeting agenda.
- B. The work associated with cleaning and changing screens on Hot Melt Machines can be performed by either the Pipefitter trade and/or the Job Setter in line with performing their respective job on the hot melt system.
- C. When a new piece of machinery is released for production, a Quality Engineer will affix a green label or tag saying “Released for production” on that machinery. It is anticipated that the label/ tag will be placed in the proximity of the machinery’s GL number. “Released for production” is when PPAP and manufacturing volume standards have been fully met.
- D. The initial installation and debug of robot programs will be performed by the Electrician classification, with Engineering assistance. Additionally, the job dispute between Special Machine Builders and Electricians regarding the programming of butyl pour paths is referred to the National parties for resolution.
- E. The parties agree that Model Maker employees will continue to perform GP-11 responsibilities and Q.A. – Pilot employees will continue to perform P-PAP and P-1300 responsibilities.
- F. It is agreed to assign Electricians to set lubrication timers when the lubrication timer is located inside of the electrical panel box.

**Guide Corporation  
Anderson, Indiana Operations**

**2000 Local Negotiations**

**GENERAL SUBJECTS DEMAND #14**

**General Subjects Demand #14: “Demand all problems with parking lots be resolved.”**

This demand is satisfactorily settled under current and existing conditions on the following basis:

- A. The parties recognize that Guide Corporation will be undergoing an extensive and unprecedented rearrangement of its operational facilities. The nature and location, as well as the hourly and salaried populations of these facilities, have not yet been determined. At any event, and consistent with many previous settlements and understandings between the parties, Management reaffirms its commitment to provide all employees with clean, convenient, patrolled and well-lighted parking facilities. Management affirms also that the U.A.W Local #663 will be informed of parking lot rearrangement plans and will be consulted on those plans in advance of their initiation. In addition to the above, Management will provide adequate motorcycle/bicycle spaces at each operational gate, and will continue to provide handicapped parking spaces at each operational gate in conformance with applicable State and Federal laws.
  
- C. Parking lots will be cleaned on a regularly scheduled basis. Parking lot lines will be painted on an as needed basis. The parties agree that clean parking lots, periodically painted and regularly cleared of weeds and debris, promote a positive business image with employees and the community.
  
- D. Parking lot lighting will be located, and maintained, in such a manner as to provide the most reasonable security possible to employees, employee vehicles, and employee and company property. It is understood that the parking lines in those lots identified as being active will be painted. It is understood that the referenced line painting will begin within thirty (30) days of date of ratification of the 2000 Local Agreement, weather permitting.

**Guide Corporation  
Anderson, Indiana Operations**

**2000 Local Negotiations**

**GENERAL SUBJECTS DEMAND #15**

**General Subjects Demand #15: "Demand all the skilled trades manpower problems be resolved."**

- B. The parties discussed the issue of an Apprentice or a Journeyman who voluntarily reduces themselves. As a result of these discussions it is agreed that when an Apprentice or a Journeyman voluntarily reduces themselves, the employee will return to the classification where they most recently transferred from, seniority permitting. In the event an Apprentice or a Journeyman does not have the seniority to return to their most recently held production classification, they would be placed in another classification, and fill any secondary opening that may be available. In situations where an Apprentice or a Journeyman wants to voluntarily reduce themselves to another apprenticed skilled trades' classification in which they are qualified, they may do so, provided there is an opening. In the event there is more than one Journeyman who desires to return to another apprenticed trade by way of voluntarily reducing themselves, seniority will be the determining factor, regardless of whether or not there is an 63(a) or(b) application on file.

Clarification:

The Apprentice or Journeyman will not have rights to a department, shift, or area, only to the classification from where they most recently transferred, seniority permitting.

- D. Management agrees to initiate plans to put end of arm tools (E.O.A.T.) on a maintenance schedule and that Machine Repair will be assigned to perform repairs on the E.O.A.T.
- E. The parties discussed at length the issue of preventing excessive equipment downtime due to absences of service tradespersons. Management assures the Union that there is a mutual interest in maintaining the efficient operations of the plant, including our equipment. The Union cited several examples in which service tradespersons were not replaced when absent which created a backlog of service calls. In an effort to address this type of Situation, Management agrees to continually adjust for absences, when necessary by various means, including the use of daily overtime, rescheduling work assignments, reassignment of construction journeypersons to active service areas and/or other shifts, or machine prioritization. Specific situations may be discussed in the Joint Steering Committee meeting.

# **Guide Corporation Anderson, Indiana Operations**

## **2000 Local Negotiations**

### **GENERAL SUBJECTS DEMAND #18**

**General Subjects Demand #:18: “Demand all Shop Committee problems be resolved.”**

- C. The Shop Committee will be notified when the transfer sheets and/or subsequent revisions are completed and ready for distribution. Nine (9) copies of the transfer sheets and/or subsequent revisions will be placed in a box in the Hourly Personnel/Labor Relations office for this purpose.
- E. The parties have had continuing dialogue concerning the responsibility of all salaried and hourly employees to use the company parking lots safely and with courtesy to all other employees. Management will address minor parking problems with warning tickets; after warning tickets have been duly issued and the violation is repeated, those vehicles will be towed. Other vehicles will be towed without warning tickets only when they pose a clear and immediate safety problem or if they are improperly parked in a designated handicapped parking space.
- O. Guide Corporation – Anderson, Indiana Operations will continue to involve the Joint Health and Safety Department and the Joint Ergonomics Team in the design and lay out of new areas, or rearrangement of previously established areas. The parties will take health and safety and ergonomics issues into full account in the design of new areas or rearrangement of previously established areas.
- FF. The Joint Health and Safety Committee will meet in session on a weekly basis. The purpose of this meeting is to discuss Health and Safety complaints and to address common issues and procedures. It is in the mutual interest of all parties that the weekly meeting develops joint policies, procedures and training plans designed to protect hourly and salaried employees in the workplace. Any problems associated with the conduct of the meeting will be immediately addressed and resolved by Labor Relations and the Chairman of the Shop Committee.
- II. Occupational Medical Center personnel will administer company scheduled physicals on the employee’s respective shift.
- JJ. Skilled trades applicants may deliver their applications for employment to the Administration Building lobby during normal working hours. Those applications will be sent to Hourly Personnel and will be placed on file.

MM. The parties mutually agree that the weekly Document 59 and Paragraph 183 meeting are intended to provide constructive dialogue between the parties on issues that involve sub contracting situations. To this end, the meeting will be attended by interested and knowledgeable parties. Management will provide pertinent information during these meetings and will expand the scope of the participants, if deemed necessary. However, Management agrees that in weekly notifications involving an extraordinary scope of work that significantly affect manpower utilization, the Production Engineering Director and/or the respective Maintenance Manager will be in attendance to answer relevant questions posed by the Union.

Additionally, notifications which must be made in advance of the regularly scheduled meetings will be faxed in a timely manner to the U.A.W Work Center.

OO. All plant nurses will be trained by a certified instructor in the use of the automated external defibrillator within thirty (30) days of notice ratification of the 2000 Local Agreement.

## **MEMORANDUM OF UNDERSTANDING**

### **EMPLOYEES WITH RECALL RIGHTS**

It is mutually agreed under current conditions and without prejudice to the position of either party that when it becomes necessary to recall an employee into a classification in which they have recall rights that recall will be automatically honored. It is the responsibility of employees to notify Hourly Personnel, in person or by phone call, that they are relinquishing their recall rights back to a classification. The employee must make this notification on the Monday prior to the effective date of recall otherwise, the recall will be automatically honored.

## **MEMORANDUM OF UNDERSTANDING**

### **PIN PLATING EMPLOYEES**

It is mutually agreed by the parties that bargaining unit employees currently assigned to the Pin Plating facility are represented by U.A.W Local #663. Any additional bargaining unit employees assigned in the future to the Pin Plating facility will be represented by U.A.W Local #663.

## **MEMORANDUM OF UNDERSTANDING**

### **TRANSPORTING ITEMS TO THE PIN PLATING FACILITY**

Under current conditions and without prejudice to the position of either party, it is agreed that the transportation of equipment or other material to the pin plating facility is work assigned to the Truck Driver — Semi-Trailer classification.

## **MEMORANDUM OF UNDERSTANDING**

During the course of 2000 Local Negotiations the parties discussed the maintenance and repair of those tools and equipment to be relocated to the new Guide Corporation Engineering and Customer Center in Pendleton, Indiana. Management has assured the Union that such maintenance and repairs of those tools and equipment normally and historically performed by U.A.W Local 663 Bargaining Unit employees will continue.

## **MEMORANDUM OF UNDERSTANDING**

### **HIGH VOLTAGE MAINTENANCE AGREEMENT**

The following high voltage maintenance work and training agreement is settled under current and existing conditions:

1. It is agreed to assign one Guide Electrician to perform the high voltage maintenance work.
2. An outside vendor will provide the trainer for the selected Guide Electrician.
3. The contract Trainer will provide a “hands on” assistance and training on a daily basis during straight time hours. It is understood that the Contract Trainer will have a Guide Electrician assigned to him while providing the “hands on” assistance and training.
4. Training will continue until both the Guide Electrician and the Plant Engineering Electrical Engineer are satisfied with the training and the competency achieved.
5. In the rare event it becomes necessary to work extended hours (i.e. daily overtime, weekends, or holidays) on the high voltage system or equipment, Management will notify the Union, as a courtesy, as far in advance as practicable. In these instances the Contract Trainer will provide technical assistance for a Guide Electrician.

6. Situations where Management is contemplating out-sourcing work on the high voltage system or equipment; Management will issue formal notification under the guidelines of Paragraph 183(d) of the National Agreement.
7. If the primary Guide Electrician, assigned to the high voltage maintenance work is absent, Management will assign an alternate Electrician or curtail the Contract Trainer services.
8. Use of the Contract Trainer for training Guide's Electrician(s) will not require extended work schedules for the Electrician Classification during any daily, weekend, or holiday period.

## **MEMORANDUM OF UNDERSTANDING**

### **TOOL MOLD BANDING**

Under current conditions and without prejudice to the position of either party, it is mutually agreed that the following guidelines will apply in preparing tool molds to be shipped to offsite locations:

1. If it becomes necessary to use wooden blocks or to crate tool molds destined for shipment to an offsite location, such work will be performed by the Carpenter classification, as in the past.
2. Tool molds which do not require the use of wooden blocks or crates when being prepared for shipment to an offsite location [i.e., tool molds which can be bagged and/or banded, etc.] constitutes work that can be performed by Tooling employees.



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## **1996 LOCAL DEMANDS GENERAL SUBJECTS DEMAND #7**

**#7: Demand all problems with time clocks, gates and parking lots be resolved.**

It is Management's intent that the towing of employee vehicles will be limited to vehicles posing a safety problem or in circumstances in which employees are improperly parking in designated handicap parking spaces.

It is Management's policy that parking lot lights in need of replacement or repair will be given priority when brought to the attention of the parties.

## **1996 LOCAL DEMANDS GENERAL SUBJECTS DEMAND #10**

**#10: Demand all problems with job disputes & red line be resolved.**

- J. It is mutually agreed that job assignments will be rotated in accordance with ergonomic policies as recently issued by the Health and Safety Committee.
- M. It is mutually agreed that all paint booths, plant-wide, will be cleaned by the Tank and Specialty Process classification [Department 3431].
- N. Past settlements made between the parties have recognized that the physical retrieval of materials from cribs and/or storage areas is bargaining unit work; however, non-represented employees may initiate retrievals that are needed to avoid system malfunctions or in situations which require action to avoid an interruption of operations.
- O. It is agreed that Janitors may only utilize motorized sweepers during emergency water pickup situations.

## **1996 Local Demands GENERAL SUBJECTS DEMAND #15**

**#15: Demand all problems with clean up time be resolved.**

This demand is settled under current and existing conditions on the following basis:

The parties continue to agree that all employees required to work from "whistle to whistle" during the course of their respective shifts. It is also agreed that contractual relief and lunch periods have been established for employees to take care of personal matters. However, Management intends to continue the policy whereby supervisors may grant a short period at the end of the shift when job assignments cause employees to come into contact with extraordinary situations requiring clean-up. Additionally, Management intends to continue the practice of allowing operators to be relieved five (5) minutes early by next-shift operators, provided there is no loss of productivity in those departments with overlap. In all cases, permission for clean-up must be secured from the supervisor in advance.

## **1996 LOCAL DEMANDS GENERAL SUBJECTS DEMAND #17**

### **#17: Demand all payroll problems be resolved.**

In the event of the death of a family member, the affected employee's weekly payroll check will be made available on Thursday. Under normal circumstances, payroll checks are not valid for payment prior to Thursdays and cannot be released. It is understood by the parties that the definition of "family member" is consistent with those relatives identified in Paragraph 218(b) of the National Agreement.

On a regular basis, information will be published reminding employees that the vacation balance on their pay stubs, which reflects vacation hours payable, is not necessarily the same as the vacation hours balance shown in GMTKS, which shows available vacation hours off work.

## **1996 LOCAL DEMANDS GENERAL SUBJECTS DEMAND #20**

### **#20: Demand all problems with vacation be resolved.**

This demand is settled under current and existing conditions on the following basis:

Under the provisions of the 1996 G.M.-U.A.W National Agreement, employees who work during a designated holiday and are otherwise eligible may request that eight (8) hours be credited to their vacation balance in lieu of holiday pay. Thereafter, eligible employees may make application for vacation pay in increments of four (4) hours or greater.

## **1996 LOCAL DEMANDS GENERAL SUBJECTS DEMAND #22**

### **#22: Demand all problems with absentee reporting be resolved.**

This demand is settled under current and existing conditions on the following basis:

Disciplinary action on lateness and absenteeism is based upon the merits of each individual situation, not on absentee or tardiness frequency. Supervision will be instructed to review employee absenteeism in the context of individual circumstances, not on overall absenteeism percentage.

## **1996 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #24-A**

#### **#24-A: Demand a local agreement to cover the Independence Week and Vacation Week Shutdown.**

This demand is settled under current and conditions on the following basis:

The following items govern the local administration of the Independence Week and Vacation Week Shut down periods and are not intended to conflict any provisions of the National Agreement:

1. Employees who desire specific time off should apply for vacation time off during the annual vacation application period.
2. In the event a full complement of employees is not required, volunteers will be retained, within the Equalization group, in seniority order.
3. In the event additional employees are required in an Equalization Group, volunteers will be solicited from like Cells within the same Focused Factory.
4. Those employees who work during any part of the Independence Week and/or Vacation week will be charged for overtime hours offered. Employees who are not scheduled to work either the Independence Week or the Vacation Week or both weeks, will not be charged for overtime during those week(s) in which the employee is not scheduled to work.
5. Apprentices will not be scheduled to work until all Journeypersons in that trades have been offered the Opportunity to work.
6. Cases brought to the attention of Management which are contrary to the above provisions will be corrected.
7. The honoring of applications for Shift Preference will be extended by the Independence Week and Vacation Week shutdown periods.

Clarification: The Summer Shutdown is not a temporary layoff.

## **MEMORANDUM OF UNDERSTANDING**

It is mutually understood without prejudice to the position of either party that Skilled Trades employees who are on extended absences from their skilled trades job assignments (i.e. Job Bank, layoff, leave of absence etc.) will be allowed to remove their personal tool wagons from the premises via the appropriate Management approved property pass. Such employees will return these tool wagons to the premises when recalled or otherwise actively returned to their skilled trade job assignment. Failure to do so will result in the charge to the employee for the purchase of a new tool wagon.

It is fully understood that any abuses of this instant Memorandum will be reviewed by the parties. Under Corporate and Divisional policy, Management reserves the right to discontinue or modify this policy.

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# **1993 LOCAL DEMANDS GENERAL SUBJECTS DEMAND #23**

## **#23: Demand an agreement be reached concerning all local appointments.**

The above demands are resolved, under current conditions, based upon the following Memorandum:

### **MEMORANDUM OF UNDERSTANDING**

#### **JOINT LOCAL APPOINTMENTS**

During these negotiations various areas of concern were raised by the parties regarding those employees referred to as "Local Appointments." For the purpose of this Memorandum, these are employees which the parties jointly agree are assigned to tasks which are outside the normal scope of their job assignment and usually viewed as non-bargaining unit work. This Memorandum does not pertain to those appointees covered by the provisions of the National Agreement. The following rules shall apply to only those individuals which the parties mutually agree are included on a joint local appointment list:

#### **1. Overtime**

- A. When individuals are appointed to positions, they will be removed from their respective overtime chart.
- B. It is recognized that from time to time overtime may occur in the appointee's new position. This overtime is not subject to Local Balance of Hours guidelines.
- C. Employees may work overtime assignments in their old equalization group, but only after the L.B.O.H. sheet has been exhausted.
- D. Employees are responsible for making their own mutually acceptable arrangements with Management in order to be considered for this overtime.
- E. If employees return to their former group they will return at median hours.

#### **2. Classification and Seniority**

- A. Employees will retain their present classification and status in their former seniority group, seniority permitting.
- B. In the event an employee would have been reduced from a seniority group the employee will flow in accordance with the Local Seniority Agreement.

### **3. Transfers and Shift Preferences**

- A. Employees may exercise their seniority rights in these respective areas. However, upon doing so they will be removed from their position to go to the position of their request.

## **1993 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #33**

#### **#33: Demand all problems with industrial truck repair be resolved.**

Maintenance Skilled Trades employees will be able to purchase their tool wagons upon retirement under the following provisions:

1. The tool wagon in question has been in active service for a minimum of sixteen (16) years.
2. The retiring Maintenance Skilled Trades employee pays fair market value of fifty dollars (\$50) for tool wagons purchased during the life of the 1993 Local Agreement. "Fair market value" will be re-evaluated in all subsequent local contract periods.
3. The retiring Maintenance Skilled Trades employee makes all arrangements for safely removing the tool wagon from the I.F.G. premises after purchase.
4. Purchased tool wagons will be inspected prior to their removal from the I.F.G. premises.

It is, fully understood that any abuses of this instant settlement will be reviewed by the parties. Under Corporation and Divisional policy, Management reserves the right to discontinue the tool wagon purchase program.

## **1993 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #38**

#### **#38: All Maintenance be allowed a choice between traditional coveralls, or work uniforms, pants, shirts, bib overalls.**

This demand is settled under current conditions on the following basis:

Employees whose jobs require the use of coveralls will be given the option of selecting polyester uniforms, pants, shirts or standard coveralls. Those employees whose jobs require the use of cutting torches or working around highly flammable materials must wear cotton overalls for the purposes of safety. However, such employees may elect the option of cotton bib overalls. It is anticipated that these options will be available to the employees specified above within ninety (90) days of the date of settlement.

## **MEMORANDUM OF UNDERSTANDING**

### **TIME CARDS**

The parties mutually agree under current operating conditions that Management will continue the practice of replacing the first G.M.T.K.S. badge at no cost to the employee. However, a fifteen dollar (\$15) replacement charge will be assessed for subsequent badges. A charge will not be assessed for defective badges, or badges damaged through normal wear. It is further agreed that this Memorandum is not to be used by either party as establishing precedent on this or any future problem regarding time card badges.

## **MEMORANDUM OF UNDERSTANDING**

The parties mutually agree that employees on sick leave and formal or informal leave of absence will be reduced in line with their seniority as if they were on active work status.



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## **1990 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #21**

Demand and all problems with the Gas and Electric Truck Drivers and Stock Chasers classifications be resolved.

This demand has been settled under current conditions on the following basis:

- A. The need for additional battery chargers for the Gas and Electric Truck Driver and Stock Chaser classifications will be jointly reviewed and adequate battery charging facilities will be provided on a timely basis.
- B. Employees riding a three-wheeled bicycle can only transport items which could normally be carried by hand.
- C. During the 1990 Local Negotiations, the parties discussed the use of flatbed trucks, fork trucks and hi-stackers by skilled trades and classifications other than Gas and Electric Truck Drivers and Stock Chasers. The following agreements spell out the conditions that must be present when these pieces of equipment are used:
  - 1. Flatbed trucks may be used by employees with the intent of providing a more rapid means of transporting personnel and those items which normally can be hand carried. Flatbed trucks are not intended to transport items which extend beyond the front or side perimeter of the vehicle (for safety reasons) nor items which are normally hauled by the Gas and Electric Truck Driver classification. Welders and various equipment, which are tools of the trade, are considered a part of the truck.
  - 2. The Millwright classification may use a fork truck only as a means of accomplishing the following Millwright assignments:
    - a. Movement of machinery which would normally be lagged to the floor.
    - b. Loading, unloading or movement of machines or equipment that would require rigging for safety consideration.
  - 3. The intended use of hi-stackers by skilled trades classifications is only for the vertical movement (lifting and lowering) of personnel and job-related materials.

The above settlements were designed to provide the affected classifications a more efficient method to accomplish the described tasks and not replace any of the work historically performed by the Gas and Electric Truck Driver and Stock Chaser classifications. The Union expressed concern with regard to the proper implementation of these agreements during the recent 1990 Local Negotiations. Therefore, it is imperative to operate this equipment within the described parameters. These settlements will be reviewed with all affected personnel within thirty days after the ratification of the 1990 Local Agreement. In addition, a joint committee will be formed to evaluate and resolve any problems associated with these settlements.

**Clarification:** Both parties agreed to the following definitions:

- B. The phrase “carried by hand” is a “rule of thumb” indicating that common sense should govern what can be carried on the stated vehicles.
- C-1. The word “germane” used in the first sentence of Section #5 of G.S.D. #34 of the 1967 Local Agreement (“Flatbed trucks may be used by certain classifications on work germane to their classifications and departments.”) meant that one classification should not haul tools or equipment that are “germane” to another classification’s job.

The transporting or pulling of material (pipe or other bulky materials) on “rubber tired” wagons or other type of carriers which can be connected to powered vehicles is work of the Gas and Electric Truck Driver classification.

- C-2. The use of fork trucks by Millwrights to move equipment or machines does not limit that job assignment exclusively to the Millwright classification, i.e. Gas and Electric Truck Drivers may, at times, assist in moving equipment.

## **1990 LOCAL DEMAND, GENERAL SUBJECTS DEMAND #27**

**Demand all problems with daily entries by supervision be resolved.**

This demand has been settled under current conditions on the following basis:

It is Management’s intent to update the Time and Attendance system on a daily basis to avoid an employee pay shortage due to the absence of data entry. It is understood by the parties that daily entries are not always possible due to various extenuating circumstances.

**1987 LOCAL DEMANDS  
GENERAL SUBJECTS DEMAND #3**

**Demand all coveralls and clothing problems be resolved.**

This demand is settled under current conditions on the following basis:

- A. Management will review the current policy for the payment of clothing damage and make any necessary improvements required to improve the procedure. Management is committed to the paying of legitimate approved clothing damage claims as expeditiously as possible.

**1987 LOCAL DEMANDS  
GENERAL SUBJECTS DEMAND #34**

**Demand all problems with Plant Security be resolved.**

This demand is settled under current conditions on the following basis:

A copy of the employee's gate pass will be sent to the employee's supervisor. It is the supervisor's responsibility to make the proper wage deduction of the employee's absence time through the use of the Time and Attendance system.

**1987 LOCAL DEMANDS  
GENERAL SUBJECTS DEMAND #40**

**Demand the problems with Payroll be resolved.**

This demand is settled under current conditions on the following basis:

A. When an employee overpayment of \$100.00 or more occurs, Hourly Payroll will mail a form letter to the employee notifying the employee of the overpayment and the options available to the employee for repayment. In the event the employee fails to respond to the form letter within a ten day period, the entire overpayment will be recovered in the next scheduled payroll check(s). The above does not apply to any overpayment which results from the Christmas Holiday period.

**1987 LOCAL DEMANDS  
GENERAL SUBJECTS DEMAND #58**

**Demand the problem of loaning employees out be resolved.**

This demand is settled under current conditions on the following basis:

Problems concerning the loaning out of the same employee on a continual basis brought to the attention of management will be investigated and resolved.

Clarification: The parties agreed that there was no established method for the loaning out of employees and problems would be handled on an individual basis.

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## **GENERAL SUBJECTS DEMAND #66**

**Demand tool wagons be furnished to all die setters.**

This demand is settled under existing conditions on the basis of the following:

Management recognizes the importance of providing the basic required tools to Plastic and Assembly Die Setters in order to perform their job assignment. These tools along with any other furnished equipment will be returned when employees leave the aforementioned classifications. Such tools and wagon are normally provided by the die setter's supervisor. In this regard, should a problem arise, one (1) tool wagon and one (1) set of basic required tools will be available in either crib #3 or crib #4 for loan until the employee is provided the assigned tools from his supervisor. It is understood that there may be occasions when the tool wagon and tools will be out on loan and not available to be loaned to another employee until they are returned. When the requirement to use the loaned wagon and tools is completed the die setter's supervisor will inventory the wagon and tools, replace broken, damaged or missing items and return all loaned items to the crib.

## **1984 LOCAL DEMANDS GENERAL SUBJECTS DEMAND #101**

**Demand employee's Social Security number not be used unless agreed to for identification purposes.**

This demand is resolved under existing conditions on the basis that an employee may elect to have an identification number other than his Social Security number placed on his time and attendance badge and Blue Cross cards.

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## **1982 LOCAL DEMANDS GENERAL SUBJECTS DEMAND #15**

### **Demand that all time studies be done on the shift that has the problem.**

This demand is resolved under existing condition on the basis that when time studies are used concerning a problem with a job, the time studies will be made on the job and shift involved. This does not preclude use of time studies or other pertinent information other shifts in order to resolve a problem. The above is not intended to conflict with any provisions of the National Agreement.



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## **1979 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #7**

This Memorandum of Understanding does not supersede the language on training on the respective shift expressed in G.S.D. #7 of the 1979 Local Negotiations:

This demand is settled under current conditions on the basis that Management recognizes the desirability of providing additional training for employees. When training programs are provided, such programs will be provided on the employee's respective shift unless the nature of the program and availability of equipment or instruction make it impractical.

Management stated in a clarification of this demand that the intention behind this language was to provide training on an employee's respective shift whenever the equipment and/or instruction required for the training was available on that shift. Management suggested that the word "unreasonable" substituted for the word "impractical" could better convey the meaning of the language, e.g., if there was one person to be trained and it required two people to do the training, it would not be reasonable to change the shift of two employees to train one employee.

## **1979 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #38**

Demand all Plant Aisles be kept clear.

This demand is settled under existing conditions on the following basis:

In the interest of good housekeeping and safety, Management reaffirms its interest in maintaining aisles, entrances and exits in a safe and orderly manner. From time to time, it becomes necessary to temporarily utilize a portion of these areas for the placement of stock due to production difficulties consistent with safety requirements. However, this is only on a temporary and/or emergency basis. Effort has been and will continue to be made to minimize the placement of pallets and material in those areas cited by the Union. In addition, two (2) posts will be placed in Department 6741.

The tentative completion date for the above-mentioned items is December 15, 1979, barring unforeseen circumstances.

## **1979 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #70**

Demand the employees be allowed to use the electric outlets.

This demand is settled under existing conditions on the basis that employees may use existing electrical outlets for personal radios on the following basis:

1. All radios must be of the small portable type which does not involve use of external equipment or accessories; however is equipped with the manufacturer's original approved electrical cord plug and antenna, in safe condition. Extension cords, long "whip" antennae or self-made antenna attachments are not permissible due to reasons concerning safety.
2. Electrical outlets in or near "explosion" type areas (not all inclusive): paint booths, plating tanks, paint mix-rooms, areas adjacent to open paint booths, flammable vapor areas, etc., and areas so designated by the Safety Department, are not permissible for use as power supplies for radios.
3. The above is not intended to alter or change the present policy concerning the use of radios in the plant, which is as follows:
  - a. Use of a radio is not to interfere with the employee's work assignment.
  - b. Use of a radio is not to interfere with other employees in the area.
  - c. The determination as to whether the radios interfere with the operations will be handled as in the past.

It is understood by the parties that Guide Division is not responsible for employees' radios.

## **1979 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #75**

Demand that Late Passes be sent to the Foreman.

This demand is settled under current conditions on the following basis:

1. Late pass forms (G.L.-347) will be revised to reflect that the employee copy be delivered to the employee's Supervisor.
2. Plant Security will inform the employee involved that a late pass is being issued and will provide the employee an opportunity to sign the pass in addition to providing a copy of the pass to the employee. A copy will also be forwarded to the Hourly Payroll Department.
3. Any time deducted from an employee's pay due to a late pass will not exceed the time reflected on the late pass and is subject to the approval or correction by the employee's supervisor.

## **1979 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #135**

Demand Apprentices be assigned to work with Journeyman at all times.

This demand is settled under existing condition on the basis of the letter issued to skilled trades supervision on November 5, 1979.

Date November 5, 1979

Subject Apprentice Training

To All Skilled Trades General Supervisor  
All Skilled Trades Supervisors

During the 1979 Local Negotiations, the Union cited instances where apprentices were required to work without the benefit of timely journeyman guidance. In keeping with our policy of providing the best possible training for Guide apprentices be reminded that the benefit of journeyman experience remains a most valuable phase of any successful training program. Consistent with this concept, please review all present arrangements; being certain that each apprentice will be assigned to a journeyman who will be responsible for the apprentice's training, know in what activity the apprentice is engaged and where the apprentice is working when the journeyman's direct assistance is not required.

John W. Yount

cc: M.A. Miller  
F.L. Paulie  
G.H. Graves  
All Superintendents

Guide Division of General Motors Corporation,  
PO. Box 2459, Anderson, Indiana 46011

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## **1976 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #11**

Demand restrooms and shower rooms be cleaned daily and pressure scrubbed each 24 hours on 3<sup>rd</sup> shift, more trash wagons be added and they be cleaned on a scheduled basis, all drains be cleaned on a regular basis, Janitors be assigned to each department on each shift. Demand all waxing and mopping be done by the Janitor classification, better Janitor service be provided on overtime, and additional Motorized Sweepers be added.

This demand is settled under the existing conditions, on the basis:

Four (4) Janitors will be assigned to the third shift for the purpose of performing needed Janitorial services which includes the pressure scrubbing activities. The plant showers will be mopped or disinfected on a daily basis during the normal work week. The Department 2602 trench will be provided with a sump system with the trench being cleaned on an as needed basis.

Furthermore, Management assures the Union that increased attention will be given to the scheduling of Janitors to service those areas of the plant in which employees are working during overtime periods.

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## **1973 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #4**

Demand the cleaning of Plastic Machines be as signed to the Laborers Classification.

This demand is settled under current conditions based on the following:

It is understood by the parties that the Plastic Operators' main responsibility is maintaining the equipment and the quality of the parts. In addition it is recognized by the parties that the operator may assist the line operator in certain duties as set forth in the settlement of Appeal Cases N-99 and N-100 dated 8-23-72. However, this in no way precludes the understanding arrived at in the settlement of General Subjects Demand #53 of the 1967 Local Agreement. In addition it is Management's policy not to schedule operators in the various plastics classifications on overtime for the purpose of cleaning the plastic machines.

Clarification:

There have been complaints lodged with Labor Relations concerning problems with the spreading and picking up of quick dry or oil soak materials around plastic machines. In addition, there have been complaints raised concerning the actual cleaning of plastic machines. Please review with your General Supervisors and Supervisors the following guidelines concerning these two subjects. These guidelines are the result of a series of grievance and General Subjects Demand settlements in the past nine years.

#### **Quick Dry Materials**

Normal amounts of quick dry material may be put down and swept up by production operators in the normal course of cleanup within a department. When a plastic machine has a major oil spill requiring a large amount of quick dry material or when quick dry material is used on a regular basis to build an oil dam around the base of a plastic machine, Plastic Operators may put down quick dry and sweep it up into mounds adjacent to the plastic machines. Laborers should be called to shovel up and remove the mounds of quick dry material.

#### **Cleaning Plastic Machines**

Production employees may clean those portions of plastic machines that are reachable from the floor level. This may include wiping down the Plexiglas doors, machine sides, panels, controls, etc. with rags. The operators should be sweeping and maintaining the surrounding areas. When it necessary to use ladders to climb up to clean upper levels of plastic machines the work should be scheduled through Maintenance and the proper people assigned to perform the work. Plastic Operators should not be assigned as regular full time plastic machine cleaners within a department or a group of departments.



## **1973 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #7**

Hospital Passes: Demand our members receive a hospital pass immediately when requested and the person not be interrogated by supervision as to their personal ailment. Demand supervision not be contacted by the Hospital Staff to make the decision if the member may go home because of their illness; his decision is usually based on production needs, not whether the individual is ill.

This demand is settled on the basis of the following statement of policy: It is Management's policy that Supervision issue a hospital pass without undue delay when requested by an employee. If the diagnosis by the Medical Department is such that the employee is determined too ill to work, the supervisor will be notified and proper action will be taken to issue a pass to leave the plant. The determination as to whether or not an employee is too ill to work properly rests with the Medical Department.

## **1973 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #81**

Demand that when an employee or employees are being time studied, they will be notified.

This demand is settled under existing conditions on the basis that employees will be informed when a time study is being taken. The above is not intended to conflict with any provisions of the National Agreement.

## **1973 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #86**

Demand that all water fountains be cleaned at least once per day.

This demand is settled under current conditions on the basis that the water fountains will be cleaned on a daily schedule during the regular work week. However, it is recognized that because of unusual circumstances some problems may exist. When these problems are brought to Management's attention, every effort will be made to correct them.

## **1973 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #97**

Demand that employees be paid for anytime they have to stay over or come in early to see the Company Doctor on their own time, at the proper rate of pay.

This demand is resolved on the basis of the following, under existing conditions:

It is Management's, policy that employees who are actively at work will be compensated for time spent in the Plant Hospital at the Medical Department's request either for treatment or consultation in connection with a compensable injury or occupational condition suffered in the plant.

## **1973 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #100**

Demand each employee be furnished with a fan upon request.

This demand is settled under current conditions on the basis that in departmental areas where normal ventilation is not adequate, personal fans will be provided at the request of employees. Any problems encountered with the above will be reviewed by the Committeeman and Supervisor involved in order that the problem may be resolved. In the interest of clarification, a meeting will be held to discuss situations which may arise concerning this demand.

## **1973 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #123**

Demand that an employee will only be required to take orders and instructions from one Foreman.

This demand is settled on the following basis:

Management agrees it is more desirable for employees to be given orders from their immediate supervisor. At the conclusion of the 1973 Negotiations, Supervision will be instructed to relay orders through the immediate supervisor. This will not preclude a contact by other than the immediate foreman where such contacts are required because of the nature of the employee's job, production difficulties, safety or emergency situations when the employee's supervisor is not immediately available. Such contacts will be explained to the employee. On such occasions employees are expected to follow and comply with the last instructions or orders issued.

## **1973 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #150**

Demand an agreement be reached pertaining to employees being loaned out of their department.

The demand is resolved on the following basis:

Management recognizes the desirability of maintaining a balanced work force in order to minimize the instances of loaning out employees. In the discussions of this demand, the Union made reference to transfers which they considered retaliatory in nature. Management will review with Supervision the method of loaning employees to the effect that the loaning of employees is not to be accomplished for retaliatory purposes.

## **1970 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #37**

Demand that an employee will only be required to take orders and instructions from one (1) foreman.

This demand is resolved on the basis of the following statement by Management:

Management states that it is the practice that orders be issued by the employee's own supervision. Nevertheless, it is not always possible to maintain this general rule. Therefore, if an employee is assigned or reassigned to a job by a member of Supervision other than his own foreman, the employee should inform that member of Supervision of prior instructions, if any, given to him and the member of Supervision who reassigns the employee then will attempt to inform the employee's Supervisor as soon as practicable of such change in assignment. The employee should not be criticized for complying with the revised instructions.

## **1970 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #44**

Demand that Management quit harassing employees to bring in a doctor's statement of excuse.

This demand is resolved on the following basis:

Management recognizes that employees are absent for reasons other than sickness. In some cases when employees are off sick it does not warrant going to the doctor or bringing in a doctor's excuse. Supervision will be advised that a requirement for a doctor's statement as proof of absence for illness will be limited to those instances where the employee's absentee record leaves a reasonable doubt as to his reason for being absent.

## **1970 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #63**

Demand that Management replace employee's clothes when damaged through no fault of their own.

These demands are withdrawn on the basis of the following statement of policy by Management:

#### **Statement of Policy**

In the past when an employee's clothes have been damaged at work, Management has evaluated the circumstances surrounding the incident and where the facts warrant, a reasonable replacement cost of the clothing has been allowed. Management has and will continue to provide equitable handling of problems dealing with employee's clothing. The above is a statement of Management's policy at this time.

## **1970 LOCAL DEMAND**

### **GENERAL SUBJECTS DEMAND #167**

Demand all employees who are injured in the plant and that are held beyond their regular shift be paid their regular overtime rate for all time involved.

This demand is settled satisfactorily on the basis that when an employee is injured in the plant and is under medical care authorized by Management, the employee will be paid for such time that falls within his scheduled working hours that day.

## **1970 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #169**

Demand a permanent schedule be set so that all heaters are cleaned and in proper working order by October 1, each year, also this includes replacing all windows broken and or out.

This demand is resolved on the basis that a plan and schedule will be devised to prepare heating units for service and to restore needed window panes each year. It is anticipated this will be completed by mid-October.

## **1970 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #170**

Demand all fans be serviced and ready for operation by and not later than May 1st each year.

This demand is resolved on the basis that a plan and schedule will be developed to prepare fresh air units and building exhaust fans for service each year. It anticipated this will be completed by mid-May.

## **1970 LOCAL DEMANDS**

### **GENERAL SUBJECTS DEMAND #218**

Demand employees shall not be denied the right to have department dinners.

This demand is resolved on the basis that employees may have departmental dinners. It is understood that satisfactory arrangements will be made in advance with Supervision. It is further understood that any such dinners must be held during the regular meal period and are not to interfere with the efficiency of operations or contribute to poor housekeeping.

## **1967 LOCAL DEMAND**

### **GENERAL SUBJECTS DEMAND #62**

Demand each employee be provided a chair that is in good condition and new chair be provided to replace bad chairs at all times. The employees would have this chair as a matter of right regardless of job.

This demand is settled on the basis that those jobs where the operation can be performed either sitting or standing, the employees will have chairs provide that are in acceptable condition.