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FCA

UAW Jeep Unit

**AGREEMENT**

between

Toledo Assembly Complex

~~CHRYSLER CORPORATION~~

and

Jeep  
Unit, Local 12

UAW

International Union, United Automobile,  
Aerospace and Agricultural Implement  
Workers of America (UAW)

Effective: ~~November 14, 2011~~

Expiration: ~~October 12, 2015~~

## AGREEMENT

### Agreement

Agreement entered into this ~~25th day of March, 2013~~ Date to be inserted between ~~CHRYSLER GROUP LLC FCA Group LLC~~ (herein after referred to as the "Company") for its Toledo Assembly Complex's and the INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA, "and its Local Union No. 12" (hereinafter referred to as the "Union").

#### I

Pursuant to Section (1)(c) of the Production and Maintenance Agreement dated ~~October 12, 2011~~ Date to be inserted said Agreement, except as expressly modified below, the Pension Agreement dated ~~October 12, 2011~~, O/C/E Agreement dated Insert Date are hereby extended to all production and maintenance employees at Toledo Assembly Complex's Toledo, Ohio, excepting those employees who have been excluded by decision of the National Union Relations Board, for the purpose of Collective bargaining and further excepting all supervision.

#### II

The provisions and exhibits incorporated herein shall constitute the sole collective bargaining agreement at the plant and, unless expressly limited by this Agreement, the Company shall have and reserves the exclusive right to manage the plant and direct its affairs and working force.

#### III

The provision of the Agreement shall become effective, except as otherwise provided for in the Agreement, on the first Monday following receipt of the written notice of ratification as herein before provided.

Local Union No. 12

Chrysler LLC  
Toledo Assembly Complex

~~Troy Davis / Ken Lortz~~  
~~Daniel Henneman~~ Mark Epley  
~~Daryl Peterson~~ Jim Roe  
~~Mark Epley~~ Samantha Price  
Mark Garrett  
Robert Morrissey  
Mike Dazell  
~~Mark Hopfinger~~ Pete Lizcano  
~~James Jefferson~~ George Windau  
Walt Schwiefert  
Amy Marcero – Administrative Assistant

~~Jim Dyckman~~ Ed Schaeffer  
~~Len Sennish~~ Gerard Perez  
Ronda May

## RECOGNITION

### Union Recognition

- (1) The Company recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local No. 12 (Jeep Unit), as the sole and exclusive representative of its employees, who work in the Toledo, in classifications that are included in the Collective Bargaining Unit.

### Bargaining Unit—Exclusions

- (2) All employees who come under the jurisdiction of this contract shall be members of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, Local No. 12 (Jeep Unit), excepting those employees who have been excluded by decision of the National Union Relations Board, for the purpose of Collective bargaining, and further excepting all supervision.

### Equal Application of Agreement

- (3) It is the policy of Chrysler Corporation's Toledo Assembly Plant and the UAW Local 12 Jeep Unit that the provisions of this Agreement be applied to all employees covered by this Agreement without discrimination because of race, color, religion, age, national origin, sexual orientation status as a qualified person with a disability, sex, including sexual harassment and membership in any other legally protected class.
- (4) In order to assure full knowledge and understanding of the foregoing principle on the part of employees and all agents and representatives of the Corporation and the Union, the parties hereby incorporate the same in this agreement. Any employee who claims that, in violation of said principle, he has been denied rights guaranteed by this Agreement may complain as provided in the grievance procedure. Any such claim when presented in writing, pursuant to the First Level of the grievance procedure, must contain a full statement of the facts giving rise to the claim and the reasons why the employee believes he has been discriminated against. If appealed to Third Level, Jeep Unit Chairman, before deciding whether to take the grievance up with the Union Relations Supervisor or his designated representative, may refer the claim to the Chairman of the Civil Rights Committee of the Local Union for a factual investigation and report. The member of the Civil Rights Committee designated by the Chairman to investigate the claim shall not receive pay from the Corporation for time spent on such activity.
- (5) The grievance and arbitration procedure shall be the exclusive contractual procedure for remedying such claims.

## REPRESENTATION

### Recognition of Union Representatives

- (6) The Company agrees to negotiate with accredited representatives of the Union, selected in a manner determined by the employees, for the purpose of resolving any dispute which may arise concerning classification structure hours, working conditions, dismissals, seniority rights or alleged discriminations; or for the settlement of disputes or grievances which may arise during the term of this agreement.

#### **(Moved into the Body of the Agreement from Letter on Page 48)**

- (a) When a grievance is settled locally and monies are owed, the employee will receive such monies within thirty (30) days.

## Toledo Assembly Plant--Operational Understandings

### Joint Objectives and Goals

- (7) The Company and the Union enter into this agreement with the joint realization that maximum utilization of human resources potential is vitally important to the objectives of the Company, the Union, and individual employees. A critical element of human resources development is the adoption of a participative style of operation. The participative style acknowledges the important contribution that can be made by soliciting input from employees regarding matters which directly affect them in their work environment. This operating style recognizes the need to continuously improve non-adversarial relationships, based on trust, respect and loyalty. In that regard, the parties pledge to resolve or adjust differences that affect their relationship in a manner which exhibits tolerance, patience, objectivity and avoids confrontation. The Company and Union recognize that a cooperative and participative work environment is essential to the success of ~~the Chrysler~~ FCA Group LLC, the organization, and the individual employee.
- (8) To that end, the Company and Union pledge to maintain a genuine and unreserved spirit of cooperation, with a common goal of enhancing the dignity and self-worth of all employees. The Company recognizes it must foster this relationship through a true team effort in cooperation with the Union. The Company's commitment to long-term job security and competitiveness at the Toledo Assembly Complex is coupled with the Union's acknowledgment that the Company must produce the highest quality products at the lowest cost through flexible and efficient work practices.

**\*\* (Moved into the Body of the Agreement from Pages 59 and 60) \*\***

### Cooperation Clause

- (9) It shall be the duty of the Company, the Executive Committee and all employees to cooperate in the strict observance of the rules and paragraphs of the Agreement, to the end that the mutual interest of the parties hereto may be promoted in harmony and cooperation may be maintained at all times.
- (10) The Union agrees, regardless of what disturbances or emergencies may take place, during the life of this Agreement that they will provide sufficient competent Company employees so that full power plant, electrical/mechanical on the shift and power house mechanic will be on duty at all times to include the Skilled Tradesmen doing paint walk through.

### Company Responsibilities

- (11) The Company objectives are to commit its resources to maintain an environment which enables continuous improvement initiatives which are inseparably linked to job security, and thereby prosperity and strategic growth for the entire organization.
- (12) The Company will provide copies of the Local Contract to all current employees, future employees and a sufficient number for the Executive Committee no later than ninety (90) days after submission of the CBA proof is submitted.

## **Union Responsibilities**

(13)Based on the Company's long term commitment to the Toledo Assembly workforce, the Union commits its long term cooperation in recognizing the principle that the flexibility of the Company must be maintained in order to improve quality, and efficiency while implementing initiatives that promotes increased responsibility and accountability of individual employees and teams of employees

## **SENIORITY**

### **Supplemental Seniority**

#### **Seniority Lists**

Rank on the seniority list shall not be affected by the age, sex, religion, race, marital status, sexual orientation or dependents of the employee.

- (14)The seniority list of the Company on the date of this agreement shows the names of all employees of the Company entitled to a ranking for seniority.
- (15)The management shall keep the seniority list for each department up to date at all times, and whenever the Steward shall raise a question of seniority, shall make the seniority list available for his inspection for the purpose of settling the question. The management will post in each department a corrected seniority list every thirty (30) days. The seniority ranking of employees will be determined by using the lowest last four (4) digits of the employee's social security number. In those instances where duplications exist, seniority will then be determined by proceeding to the fifth lowest number or until the lowest number is established.
- (16)Seniority is by Factory Seniority Group. The Company agreed that the present seniority lists as of the date of this Agreement are the master records of seniority. Separate master records of seniority lists shall be maintained for production, office, skilled trades, ~~E~~ngineering and ~~N~~urses seniority groups.
- (17)Two copies of such lists will be given to the Union and will include the classifications of the employees on the list as of date of the list.

### **Supplemental Employees**

- (18)Temporary ~~part-time~~ employees may be offered full-time employment, determined by a first-in, first-out method.
- (19)In order to implement this agreement, the Company may hire temporary ~~part-time~~ employees for straight time, overtime or weekend work. ~~(Paragraph was moved from page 5 — (16).~~

## **OVERTIME**

### **Overtime Scheduling /Overtime Equalization**

- (20)During the course of negotiations the parties invested significant time discussing TAC's work schedule. As a result, it was agreed that the current work schedule permits daily overtime scheduling of ten (10) hours per day, two (2) consecutive Saturdays.

**(21)**The following represents the Agreement reached to permit the Corporation to schedule reasonable overtime to achieve its production needs in a timely manner. Therefore, employees shall be required to work scheduled overtime in accordance with the provisions set forth below:

- (a) Overtime hours shall be equalized among employees on the same classification and performing like work on the same shift and in the same department (including holidays).
- (b) All Daily overtime will be worked by the employee on the job.
- (c) Daily overtime hours in excess of ten (10) shall be voluntary. When daily overtime work is required, Management will provide three (3) hour notice before the end of a regular 8 hour shift. When overtime work is scheduled for Saturday, Management will endeavor to give notice two (2) hours before the end of a regular 8 hour shift on Thursday of overtime work on Saturday and to give notice two (2) hours before the end of the shift on Friday of overtime work on Sunday. It is understood that notice of scheduled overtime will be given to the Union at the Executive Committee Room and by bulletin board postings to employees of the affected department. Failure to give such notice will relieve an employee of the obligation to work overtime. The Local Union and Plant Management shall provide for exceptions to such minimum notice requirements in emergencies or situations in which it is not practical or feasible for management to provide the agreed minimum notice (e.g., breakdowns, interruptions of electric or other essential services, delayed delivery of necessary parts of materials, or other such identifiable emergencies). If the Local Union and the Plant Management are unable to reach agreement as hereinbefore set forth, they shall refer the matter to the International Union and Corporate Union Relations.
- (d) When an employee has worked two consecutive Saturdays, the employee may be off the Third (3<sup>rd</sup>) Saturday provided:
  - 1. The employee has not been absent on any day during the week proceeding such Saturday.
  - 2. The employee notifies his supervisor before the end of his shift on (i) the preceding Monday or (ii) any later day of the week on which the employee is notified that he is scheduled to work Saturday.
- (e) Overtime work on Sunday shall be voluntary.

**(22)**The Corporation may designate for a period of ninety (90) days any component operations in the plant as critical once during the term of the Agreement. Once those operations are designated as critical, overtime for such operation(s) will be required as scheduled. Management will give the Union fifteen (15) days advance notice of its intent to invoke this Agreement.

**(23)**The provisions of this Agreement which limit or restrict the right of the Corporation to require employees to work daily overtime or Saturdays shall be ineffective (a) beginning on a date two (2) additional weeks when supply or other problems interfere with the build-out, and (b) for the week it launches a new model and for three (3) weeks thereafter or until the line speed reaches scheduled production, whichever is later.

**(24)**Any right to decline daily overtime or Saturday work that this Agreement confers on any employee may be exercised only by each employee acting separately and individually, without collusion, conspiracy or agreement with, or the influence of, any other employee or employees or the Union or pursuant to any other concerted action or decision. No employee shall seek by any

means to cause or influence any other employee to decline to work overtime. Violation by any employee of this Agreement subjecting him/her to discipline nullifies for one (1) month his right to decline overtime. The Corporation shall have the right to suspend for a period of two (2) weeks this Agreement that limits or restricts its right to require employees to work daily overtime or Saturdays, or that entitles employees to elect not to work daily overtime or on Saturdays, in the event employees collusively or concertedly refuse to report for overtime work that they have not declined as herein provided.

**(25)** The Corporation may suspend the provisions of this Agreement and require employees to work daily overtime or Saturdays if plant operations are interrupted by emergency situations, such as breakdown, government mandated work, power shortage, strike, fire, tornado, flood or acts of God, for a period of time necessary to overcome the emergencies.

**(26)** Whenever the Corporation launches a new car line or truck line at the Toledo Plant or assigns for assembly a car line or truck line that is new to the plant, the provisions of this Agreement shall be ineffective for a period of one (1) year beginning with the start of regular production of such new vehicle. The Corporation will notify the Union with a paper copy of the effective start date. This Agreement shall also be ineffective for six (6) months following the installation and launch of a new press line on those operations affected by the new press line. The Union will be given fifteen (15) day's advance notice of management's intent to suspend this Agreement.

**(27)** Whenever the Corporation adds or restores a production shift, the provisions of this Agreement shall be ineffective for a period of six (6) months thereafter.

**(28)** There shall be no strike, picketing or other concerted activity with respect to any dispute arising out of this overtime section of this Agreement.

**(29)** This Agreement shall not apply to employees working on what are normally classified as seven (7) day operations.

**(30)** Daily overtime hours or Saturday or Sunday work that an employee declines or works pursuant to this Agreement shall be deemed "Compensated or Available Hours" within the meaning of the Supplemental Unemployment Benefit Plan.

**(31)** If the International Union and the Corporation so agree, the terms of this Agreement may be suspended for a fixed period of time.

### **Overtime Equalization (Non-Skilled)**

**(32)** To assist in the equalization of overtime hours, the following shall apply to all equalization groups:

- (a) Overtime shall be charged as pay hours worked. Example: One (1) hour at time and one-half shall be charged as 1.5 hours. One (1) hour at double time shall be charged as 2.0 hours.
- (b) On acquiring seniority, an employee shall be charged with the number of hours charged to the employee in the group with the highest number of hours plus one (1) hour.
- (c) When an employee transfers from shift to shift or from one equalization group to another, he shall be charged with the hours charged to the employee in the group with the highest hours plus one (1) hour.

- (d) An employee who is offered and permitted to decline an overtime work assignment shall be charged with the hours he would have worked, had he accepted the assignment.
- (e) An employee absent for any reason shall be charged the number of overtime hours he would have otherwise been scheduled to work.
- (f) An employee who is approved for work by the Medical Department, but with PQX medical restrictions which limit the type of regular work he can do, and there is no available work he can do, shall be charged the number of overtime hours he would have otherwise been scheduled to work.
- (g) A Union representative who returns to his regular job shall be charged with the number of hours charged to the employee in the group with the highest number of hours plus one (1) hour.
- (h) An employee who accepts an overtime work assignment and fails to report due to an unexcused absence shall be charged double on the overtime equalization.
- (i) Overtime equalization charts will be posted in a mutually agreed location in each department.
- (j) When practicable, management will endeavor to the best of its ability and consistent with the operation needs of the department, schedule the employee performing like work in the same classification the shift in the department with low overtime hours provided such employee has the ability to perform the available work.
- (k) When Saturday, Sunday or Holiday overtime is required and where a group of employees' hold the same classification on the same shift in the same department are regularly assigned to a like job or operation, the employee possessing the least number of hours in the equalization group will be afforded the opportunity to work the available overtime, provided such employee has the ability to perform such work.
- (l) The hours will be Overtime hours will be zeroed out on the second (2<sup>nd</sup>) pay period of each calendar year.
- (m) The company will make every effort to rotate all overtime opportunities with each shift in the department (i.e. holidays and weekends)

The Company and Union may agree to establish new or alter existing overtime equalization groups for good business reason if the need arises.

### **Shift Preference**

- (33) Employees shall be given their shift preference by classification according to their departmental seniority provided such employees have the ability to perform the work of the displaced employees, and that full protections shall be given to the efficiency of operations at all times.
- (34) Employees shall make their shift preference known in writing to their supervisor with a copy to the steward, and assignments pursuant thereto shall be made as soon thereafter as practicable, but that such assignment will be effective on Mondays.



(35) When employees are assigned to a shift in accordance with their shift preference, they shall be required to remain on that shift for six (6) months, seniority permitting. ~~It is understood that the work previously performed by the shift preferencing employees shall not be subject to an intra-department transfer under Article IX, Subparagraph (172).~~

(36) When it is necessary to secure the service of employees with special qualifications or mechanical experience and there is no one with seniority in the department with the necessary qualifications the Company will ~~transfer or hire employees as needed.~~ offer by seniority plant wide work opportunity to those who can pass a proficiency/capability test.

(37) The Company will provide training/schools to develop operators for any operation where there is a possibility that there will be a shortage of skilled or semi-skilled operators.

## **RECOGNITION (Moved to Page 3)**

~~Union Recognition~~

~~Bargaining Unit Exclusions~~

~~Equal Application of Agreement~~

## **REPRESENTATION**

~~Recognition of Union Representatives~~

~~Toledo Assembly Plant Operational Understandings~~

~~Joint Objectives and Goals~~

~~Company Responsibilities~~

~~Union Responsibilities~~

~~Commitment to Work Assignment Rotation~~

**Team Definition (Inserted from Page 56 & 57)**

(38) A group of employees performing all of the work in an area which might relate to a specific section of the production process, a physical area of the plant or any other logical grouping of jobs that provides meaningful purpose within manufacturing process constraints.

(39) The parties agree to explore alternatives and implement best practices as it relates to Work Assignment Rotation within a team, ~~or supervisory unit~~, inclusive but not limited to:

- a. Requiring employees to rotate assignments as prescribed by the Team Leader.
- b. Seniority does not dictate work assignments within the Team as it relates to work assignment rotation within the Team.

- c. Each employee is expected to learn each operation provided adequate training and time have been allotted to do so.
- d. Work assignment rotation may occur on either a daily or weekly basis as determined by the Team. In cases where the rotations of assignments are allegedly abused, the matter shall be brought to the attention of the Area Committeeman and Center Manager for resolution.
- e. The Company will provide available manpower to facilitate training associated with work assignment rotation.

## **DISCHARGE AND DISCIPLINE**

### **Notice of Discipline and Discharge**

**(40)**No employee will be disciplined, discharged, or suspended before the District Committeeman, or the servicing Union Representative in an area that is not serviced by a District Committeeman, or Chairman or Vice Chairman, or in their absence the servicing steward, has been tendered a copy of such notice. This discipline shall be issued within a 14 working day period. Such notice will not be issued after thirty (30) minutes prior to the end of an employee's shift except for violations requiring immediate discipline, discharge or suspension. Such discipline, discharge or suspension shall not be in violation of the agreement between the Company and the Union, and further, such discipline, discharge or suspension may be subject to the grievance procedure.

### **Reinstatements**

**(41)**All employees absent from work for five or more scheduled work days must be reinstated by the Employment Office before returning to work.

**(42)**In order to be reinstated without loss of time, first shift employees must apply for reinstatement on the day the Employment Office is open (excluding Saturdays, Sundays and Holidays) immediately preceding the day they anticipate returning to work. Second and third shift employees may apply the same day they anticipate returning to work. First shift employees, precluded from applying for reinstatement as specified above by circumstances beyond their control, who apply on the day they anticipate returning to work and are reinstated, will be allowed to return to work if their processing is completed prior to the end of the lunch hour of the assigned department.

**(43)**Employees laid off during the term of this Agreement for a continuous period equal to the seniority he/she had acquired at the time of such layoff period, or for the term of this agreement, whichever is longer, provided, however, an employee who is laid off or who is not recalled and reinstated from layoff in line with his/her seniority because of his/her continuing physical inability to perform the available work will not be considered as laid off for the purposes of this Subsection unless and until an employee in the same seniority department with same or greater seniority is on layoff.

### **Change of Address**

**(44)**Employees shall notify the plant of any change to their address by entering it into Dashboard or by using the kiosk within the Plant. Any complications in doing so the employee will contact human resources for assistance. ~~calling in person at the Employment Office, where a form will be filed out in triplicate and signed by the employee who will retain the third copy; the second~~

~~copy to be delivered to the Executive Committee and the original copy to be retained in the Employment Office.~~

(45) The Company shall be entitled to rely on the last address shown on its records.

(46) An employee who fails to report for work within five (5) consecutive working days because of incorrect address shall lose his seniority rights.

## RULES

### Hours of Work

(47) It is the policy of the Company to discuss with the Union the need to change shift starting time prior to implementing such change as well as to advise the Union of the reasons for such change.

### Transfer of Employees within the Plant

(48) Employees who are transferred from one department to another department within the plant, shall carry their full seniority to the new department, except when transferred from one seniority group to another, employees will go into a new seniority group with day one (1) seniority groups being production, skilled trades, engineering, office and clerical, or nurse position.

(49) In the event it becomes necessary to reassign an employee temporarily, management will inform the employee of the reason and duration of the temporary reassignment. The management assures the Union, it does not condone nor will it permit reassignment of employees for the purpose of favoring an employee or of harassment or as a punitive measure. If the Union believes an assignment has been changed for such reason, it shall take the matter up with the area manager.

(50) Departmental transfer process is defined in the chart below:

- An opening is created/requested
- Two (2) intra-departmental transfer on shift of opening that was created/requested
- Shift to shift transfer honored if any is on file
- Two (2) intra-departmental transfer on affected shift from shift to shift transfer
- 66C transfer requests honored
- Openings created by first 66C will be filled until list is exhausted in premium departments

### Intra-Departmental Bid

(51) The intra-departmental bids that are posted and awarded to employees, management will move the employee to their awarded bid within ten (10) working days, unless good cause delays the move, at which time a mutually agreed time is established by the Company and the Union.

### Personal Leave **Inserted from Page 59**

(52) An employee who has been granted a personal leave of absence shall not be permitted to return to work until the expiration of the full amount of time for which the leave was granted or extended

unless it is mutually agreed to by the plant and the Union. On extended leaves beyond thirty (30) calendar days the employee shall not accrue pension or severance credits. In the event the employee is found working while on a leave of absence, he will be discharged. An employee returning from a leave shall be reemployed in line with his seniority. The granting of such leave is subject to provision that full protection to efficiency of operations is maintained.

#### **Early Exit Policy (Inserted from Page 59)**

(53) When an employee gives his supervisor four (4) hours' notice that he desires to work less than the full scheduled work day, the employee's request to leave will be honored by the Company, except in the case where more employees have given such notice than can be allowed to leave.

(54) When the number of employees who give notice of a desire to leave work early would jeopardize the production schedules, jeopardize the work of other employees, or require the adding of additional work to other employees, then only those employees who must leave the plant because of extreme emergency or for the most pressing personal business shall be granted permission to leave. The other employees shall be required to work the full scheduled work day.

#### **Past Practice Clause (Moved from Page 60)**

(55) Negotiated practices not covered by this Agreement that have been in effect will continue in effect, except if they are in direct violation of the Collective Bargaining Agreement, unless they are changed by mutual agreement between the Company and the Union. If the parties are unable to reach agreement, the matter will be referred to Corporate Union Relations and the International Union for resolution.

#### **Model Mix Variation (Moved from Page 60)**

(56) In the event a variation in the normal model mix takes place on a moving conveyor line which would prevent an employee from meeting his production standard, the Company shall make the necessary compensating adjustments. If the Company is unable to make the necessary compensating adjustments, the employee shall not be disciplined for failure to meet his production standard. Whenever possible the Company will notify the Union of a variation in the normal model mix prior to implementation if the Company has knowledge of it.

#### **Bulletin Boards**

(57) The Company shall provide glass enclosed bulletin boards where it is mutually agreed that they are required.

#### **Definition--Days**

(58) For the purpose of clarification, when days are mentioned in the Agreement, it means "calendar" days unless otherwise specified.

#### **Facility Maintenance**

(59) The Company will provide the following:

- (a) Clean, break areas and/or cafeteria facilities that are well lit for breaks and lunch period.
- (b) Clean, well kept, and fully stocked toilet facilities.
- (c) An adequate number of water fountains.

- (d) Company will maintain parking lots and lighting as needed.
- (e) Proper heating and ventilating and/or exhaust systems will be installed and maintained as needed.
- (f) Company will maintain and fix docks and doors as needed.
- (g) Company agrees to stock parts to have the ability to fix a toilet immediately.

**Fans**

(60) A review will be completed of fans in the Plant to make sure there is a sufficient number and that the fans are properly placed and in good working condition. The fans in need of repair will be repaired or replaced as needed. Management will institute a program where fans will be cleaned by April 1 of each year and on a recurring basis as necessary, thereafter.

**Safety Shoes**

(61) The Company will pay ~~\$20.00~~ \$30.00 for safety shoes, provided they are purchased from a Company designated supplier. The employee is limited to one (1) pair over a twelve (12) month period.

**ARTICLE XIV  
ECONOMIC PROVISIONS**

**~~Rates of Pay~~**

~~The parties have agreed to maintain Tech I classification and rate structure through the term of this agreement and migrate into the Team Member classification per the National Agreement.~~

**~~Birthday in lieu of Veterans Day~~**

**\*As of 1-1-2016 we have adapted National Language for Veterans Day Holiday.**

**TOLEDO ASSEMBLY PLANT  
UAW--Local No. 12  
SKILLED TRADES SUPPLEMENT**

**\*\* (Moved to follow the Production Section of the Agreement) \*\***

## Placement of Manpower Start of Shift

Mark Epley  
Chairman  
Jeep Unit-UAW Local 12  
Toledo, Ohio

10/26/15

Dear Sir:

During the course of these negotiations both parties discussed the start of shift operations on the placement of manpower. It was agreed that if an employee arrives move the fifteen (15) minutes late to the start of their scheduled shift, except in the case of a preapproved four (4) hour PAA late entry, that employee does not have a right to go to a job on their bid team if manpower has already been placed for the day. The affected employee will be placed on an open job in their department or plant based off of normal practice.

The provision does not affect in anyway the provisions of late entry governed by the uniform attendance policy.

It is agreed that issues will arise in which management reserves the right to make movement to protect the efficiency of the operation.

Sincerely,  
Ed Schaeffer  
Manager Human Resources  
TAC

## PIV Safety Training

Mark Epley  
Chairman  
Jeep Unit-UAW Local 12  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

This letter will verify the understanding by the Company and the Union during contract negotiations that a Company counterpart will be established along with a Union PIV safety trainer. There will be equipment designated (tuggers and fork lifts) for training and a tool store budget for PIV safety trainers (i.e. safety vests, glasses and foot protection). The ratio of equipment will depend on the number of employees being trained.

Sincerely,  
Ed Schaeffer  
Manager Human Resources  
TAC

**Morale – Recognition People Development**

May 30, 2012

XX-XX-XXXX

~~Mr. Dan Henneman~~ Mark Epley  
Chairman  
Jeep Unit Local 12  
Toledo, OH 43620

Dear Sir:

During these negotiations the parties discussed methods to improve and enhance morale, people development, communications, and team activities for salary and hourly employees of the Toledo Assembly Plant. To that end, the Company has agreed to commit a maximum of ~~\$10,000~~ \$6,000.00 –quarterly to be used for these purposes. The Company and Union will meet quarterly or as needed to mutually determine activities and initiatives appropriate for these purposes. The LWPCP will meet and resolve any and all disputes that arise from this process.

Very truly yours,  
~~Len Sennish~~ Ed Schaeffer  
Human Resources Manager  
TAC



## ~~Overstaying Vacation Leave~~

~~June, 1997~~

~~Mr. Jack Sizemore  
Regional Director-Region 2B UAW  
1691 Woodlands Drive  
Maumee, OH 43537~~

~~Dear Sir:~~

~~During the 1997 Negotiations, the parties discussed the application of Article IX, Paragraph 6, Subparagraph (140)(f) as it relates to employees who overstay their vacation leave of absence without approval of the Employment Office.~~

~~As a result of these discussions the Corporation agreed that employees who return from an approved Vacation Leave of Absence within forty-eight (48) hours immediately following the termination of such leave, will not be paid off AWOL. as it relates to the application of Article IX, Paragraph 8 — Loss of Seniority, Subparagraph (140)(f).~~

~~Notwithstanding the above provision, employees are required to substantiate their absence for any period of time following an approved leave of absence, or otherwise, unless authorized by appropriate management representatives. Furthermore, the above practice in no way modifies existing attendance policies and procedures.~~

~~Very truly yours,  
C.T. Dukes  
Human Resources Manager~~

**\*\*8-14-15 Both parties mutually agreed to strike letter due to the fact it is in the National Agreement.**

## Restroom Improvements

June, 1997

~~Mr. Nick Vuich~~ Mark Epley  
Chairman  
UAW Local 12 Jeep Unit  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

During the course of these negotiations, the parties mutually agreed to assess the need to improve various restroom facilities throughout the plant. To that end, the Company and Union established a list of restroom locations for improvement consideration.

The Company agreed to complete identified restroom improvements based on a ~~reasonable time~~ schedule agreed upon by the Union Relations Supervisor, Facilities Manager, ~~and the Jeep Unit Chairman~~ and the Committeeman of the area. The Union Relations Supervisor and the Jeep Unit Chairman will meet within sixty (60) day following completion of negotiations to proceed accordingly.

The restrooms will be cleaned daily and the Company will keep them fully stocked.

Very truly yours,  
~~C.T. Dukes~~ Ed Schaeffer  
Human Resources Manager  
TAC

## Fitness Center Remodeling / Maintenance

Mark Epley, Chairman  
UAW Jeep Unit, Local 12  
Toledo, Ohio 43608

XX-XX-XXXX

Dear Sir:

The Company agrees during the life of this agreement to allocate fifteen thousand (\$15,000.00) towards the upgrade and maintenance of the TAC Fitness Center.

Very truly yours,  
Ed Schaeffer  
Human Resources Manager  
TAC

## Retiree Use of Plant Employee Fitness Centers

June, 1997

Mr. Jack Sizemore  
Regional Director-Region 2B UAW  
1691 Woodlands Drive  
Maumee, OH 43537

Dear Sir:

This will confirm the understanding reached during the present negotiations regarding retired UAW-represented Chrysler employee use of in-plant Employee Fitness Centers. Retirees will be eligible to utilize the in-plant fitness center at the location from which they retired on a space available basis, at non-peak usage periods, when the local fitness center is in operation. The schedule of usage will be determined by the local joint parties based on factors such as location of the fitness center, present hours of operation, present plant membership usage, and other locally determined criteria. No incremental staffing, equipment, or extension of operating hours will be approved for retiree use of local fitness centers.

Retirees will be required to complete the proper registration process (membership registration, physician consent form, liability waiver, fitness assessment, etc.) that regular employees are required to complete in line with the UAW-Chrysler Fitness Center Guidelines.

It is further understood that nothing contained herein or in existing or future statements concerning Employee Fitness Centers or steps taken to implement its programs and related services shall be construed or interpreted as constituting a waiver of either the Company's or the Union's rights or responsibilities under the Collective Bargaining Agreement, nor are the Centers intended in any way to create for any employee or retiree any enforceable obligation against the Company, the Union, or their representatives.

In addition, it is the parties' intent that any programs, approaches or related services provided in or through employee fitness centers are not to be construed as benefits or insurance programs.

Very truly yours,  
C.H. Eschenbach  
Executive Director – Union Relations  
and Security Operations

## Discipline Procedure

May 30, 2013

Mr. Dan Henneman  
Chairman, Local 12  
Jeep Unit  
Toledo, Ohio 43657

Dear Sir:

~~This is to reaffirm the understanding reached during the 2012 contract negotiations regarding separate progressive disciplinary systems for Company rule infractions.~~

~~It is understood that there are certain serious rule infractions that warrant discipline above progressive disciplinary action.~~

~~The system for Company rule infractions other than for absenteeism and tardies shall remain the same. That system is as follows:~~

- ~~1st step—Written Warning~~
- ~~2nd step—3 day disciplinary layoff (working days)~~
- ~~3rd step—10 day disciplinary layoff (working days)~~
- ~~4th step—30 day disciplinary layoff (calendar days)~~
- ~~5th step—Discharge~~

Sincerely,  
Len Sennish  
Human Resource Manager

**\*Letter was omitted due to the fact that we will be following the National Agreement for Disciplinary Procedures.**

## Departmental Transfer Language

December 22, 1987

Dan Twiss, Chairman  
Jeep Unit, Local 12  
Toledo, Ohio 43657

On December 18, 1987, Company and Union representatives met to discuss a disagreement between the parties regarding the intent of the transfer language of the new agreement.

The union's position was that the language on inter-departmental and intra-departmental transfers and the "Transfers Permitted" letter limited the total number of moves from one opening in each department to six (6) moves, but not the total amount of movement plant wide.

The Company pointed out that the language was clear in limiting the number of manpower moves (intradepartmental, interdepartmental and shift-to-shift) plant wide, resulting from and opening, to a total of six (6). The Company emphasized that one of its main objectives during negotiations was to limit manpower movement and adopting the union's interpretation would not accomplish that objective. The company specifically stated that the opening created by the inter-departmental transfer described in paragraph "d" of the "Transfer Permitted" letter was not another opening subject to an additional six (6) moves.

After considerable discussion the parties agreed during negotiations that the language limited the number of moves of plantwide as a result of one permanent opening.

The Union pointed out that during negotiations the preliminary discussions resolving the manpower movement issue involved seven (7) moves and the "Transfer Permitted" letter only provided for six (6) moves.

The Company and Union agreed to resolve the entire matter by adding one additional move to the (1) inter-departmental transfer provided for in paragraph "d" of the "Transfer Permitted" letter, will be filled by one (1) intra-departmental transfer, from among those applications on file, if any.

Paragraph "F" of the "Transfer Permitted" letter would also necessarily be modified to provide that the seventh (7th), rather than the sixth (6th), "transfer, or less if applicants are not available, the resultant opening will be filled by the Employment Office."

Employee will be released within ten (10) working days or mutually agreed whenever possible

Schematically the maximum moves would now be as follows:

1. Employee "A" retires from Trim on first shift.
2. Two (2) intra-departmental transfers on first shift in Trim.
3. One (1) shift-to-shift transfer in Trim.
4. Two (2) intra-departmental transfers on second shift in Trim.
5. One (1) inter-departmental transfer from Body (first shift) to Trim.
6. One (1) intra-departmental transfer on first shift in Body.
7. Resultant opening in Body filled from Employment Office (other than inter-departmental transfer.)

Very truly yours,  
David Linn

**\*Moved into the Body of the Agreement Section (50) pg. 11**

## Overtime – “Opting” Out

October 29, 1987

Chairman, UAW Local 12  
Jeep Unit  
Toledo, Ohio

Dear Sir:

In response to the Union's concern that an employee who is eligible to "opt" out on a Saturday after working two consecutive Saturdays but is absent during the week and as a result loses such eligibility, Management assures the Union such employee will not automatically be forced to work if he has an acceptable excuse for his absence. In such cases Management will give the employee full consideration to be off provided a sufficient number of qualified employees volunteer to work the particular Saturday.

Very truly yours,  
David A. Linn  
Manager, Human Resources

## Work by Supervisors

October 23, 1987

Mark Epley  
Chairman, UAW Local 12  
Jeep Unit  
Toledo, OH 43608

XX-XX-XXXX

Dear Sir:

During contract negotiations the supervisor working issue was again, discussed.

This is to assure the Union that is Management's policy that supervisors shall not perform bargaining unit work.

To further assure the Union that we are most sincere in our efforts to comply with the contract provisions and prior commitments made to the Union, it is agreed to continue the committee to investigate all Supervisor working issues that arise in the future. This committee will be comprised of the Chairman of the UAW, Committeemanperson, Departmental Chief Steward, Production Manager and Regional Area Manager and a representative from Labor Relations. This committee will convene within one (1) week of request by the Union. If the committee does not convene within one (1) week of request, the Union will immediately present the dispute to the Manager of Human Resources.

The function of the committee will be to review the facts to determine if a violation occurred. The Company will use such determination as a basis for taking appropriate corrective action.

If an excluded employee develops a continuing course of conduct contrary to the intent of this letter and justifiable grievances continue, the matter will be referred to Corporate Union Relations.

Very truly yours,  
David-Linn Ed Schaeffer  
Human Resources Manager  
TAC



**Supervisory Authority – Short Term Absences**

May 30, 2012

~~Dan Henneman~~ Mark Epley  
Chairman – Jeep Unit  
UAW – Local 12

XX-XX-XXXX

Dear Sir:

The parties agree that advisors, area managers, and center managers have ability and the authority to excuse a day of absence and/or tardies under the plant attendance policy of the employees they have jurisdiction over within being fair and consistent.

Sincerely,  
~~Len Sennish~~ Ed Schaeffer  
Human Resource Manager  
TAC

## Employee Time Off with No Loss of Wages

May 30, 2012

Mr. Dan Henneman  
Chairman – Jeep Unit  
UAW – Local 12  
Toledo, Ohio 43620

Dear Sir:

This letter will verify the understanding reached by the Company and the Union during contract negotiations concerning certain practices in the plant allowing employees time off with no loss of wages.

It has been agreed by the parties that:

- (1) Employees will be allowed to donate blood on Company time without loss of wages during Company/Union sponsored blood drives conducted on Company premises. In addition, employees will be allowed to donate blood without loss of wages in case of open heart surgery where direct donation is necessary.

Sincerely,  
Len Sennish  
Human Resource Manager

## Daily Overtime Posting

May 30, 2012

XX-XX-XXXX

~~Mr. Dan Henneman, Chairman~~ Mark Epley  
Chairman  
Jeep Unit, Local 12  
Toledo, Ohio 43608

Dear Sir:

During ~~2012~~ 2015 negotiations, the parties discussed the problems resulting from daily overtime posting notification.

Consistent with those discussions and in conjunction with the change in the notice requirement, four (4) hours to three (3) hours, the parties agreed a statement of intent is necessary to avoid unnecessary disputes.

The language is intended to facilitate the Company's need to schedule overtime and at the same time prevent any abuse by assuring the posting will be for legitimate reasons only.

It is clearly understood the Company will not post for overtime unless it intends to work. The parties recognize circumstances may arise which prevent the overtime from being worked and necessitate cancellation with short notice.

It is clearly understood ~~when~~ when cancellation of overtime occurs for reasons not covered by this agreement, ~~the~~ the affected employees who choose to stay will be required to participate in assigned activities.

~~When abuses occur, the matter will be referred to the Chairman and Labor Relations Supervisor for immediate resolution.~~

It is also understood that the parties will discuss overtime plans as well as any problems arising from notification at the weekly Company/Union ~~production~~ Leadership meeting. The Human Resource Manager and the Jeep Unit Chairman will meet with any member of management that abuses this process. If the abuse of this process continues, such as overtime being posted after a breakdown and later cancelled. The overtime will be afforded to the employees.

Very truly yours,  
~~Len Sennish~~ Ed Schaeffer  
Human Resources Manager  
TAC

## Lunch Period Change - Emergencies

May, 1990

~~Mr. Ron Conrad, Chairman~~ Mark Epley  
Chairman  
Jeep Unit, Local 12  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

During these negotiations, the parties discussed the possibility of a change in the lunch period if an emergency or breakdown should occur.

The parties agree that a common sense approach will be adopted for each separate emergency or breakdown and that the Union ~~should be notified in advance of any change.~~ **will be notified in advance by one-half hour of the proposed time.**

In any event, the parties will not move the lunch period to more than one half hour prior to or one half hour after the normal scheduled time. Management assured the Union that in the event the lunch hour is moved, arrangements will be made with the canteen vendor to ensure comparable food service will be provided.

**The parties discussed at length the inconvenience that moving the lunch hour could impose on employees while maintaining production efficiency.**

**In an effort to ease the Union's concern, the Company commits to only move Lunch for legitimate purposes and that when a lunch time is to be moved, The Plant Manager or HR Manager or designees will communicate the business need for moving the lunch per the guidelines of this letter to the Plant Shop Chairman or designee. On the off shift(s), the Operations Manager will communicate to the UAW lead on 2<sup>nd</sup> shift.**

**Each occurrence of moving lunch will be investigated and tracked. In the event that the Union feels this practice is being abused the matter will be taken up with the International Union and Corporate Union Relations.**

Very truly yours,  
T.P. DUROSS Ed Schaeffer  
Sr. Human Resources Manager  
TAC

**Tech I Mechanics/Repair Personnel**

May 30, 2012

~~Mr. Dan Henneman~~ Mark Epley  
Chairman  
Jeep Unit - UAW Local 12  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

~~The parties have agreed to maintain on a temporarily Tech I classification through the term of this agreement and will migrate into a team member by the expiration of the National Agreement 2015.~~

During the course of these negotiations, the parties discussed the issue of re-establishing a procedure for evaluating an employee's ability to perform ~~Tech I~~ mechanic/repair personnel and/or work recognized as semi-skilled, and formalizing such a procedure in writing. The parties also acknowledged that ~~per Article IX, Paragraph 18 - Transfer and Promotion~~, the employee with the greatest seniority whom successfully demonstrates the ability to perform the available work will be placed in said classification. To that end, the parties agreed that it would be desirable to jointly establish guidelines for such a procedure. The parties will sit down to discuss and develop those guidelines after ratification of the ~~2002 2015 Toledo Jeep~~ TAC agreement.

Sincerely,  
~~Len Sennish~~ Ed Schaeffer  
Human Resources Manager  
TAC

## Yard Purges

May 30, 2012

~~Mr. Dan Henneman~~ Mark Epley  
Chairman  
Jeep Unit - UAW Local 12  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

During the course of these negotiations, the parties had lengthy discussions on the subject of yard purges. Consequently, yard purges will be handled based on the circumstances as outlined below:

- Prior to beginning any yard purge written notification including sequence numbers and date of purge will be provided to the Executive Committee.
- Plant defects (those generated by the plant) will be handled by Jeep bargaining unit employees.
- Internal supplier defects will be handled on a case by case basis to determine if the supplying plant or Jeep bargaining unit employees will perform said work.
- ~~External supplier defects will be reviewed with the Union prior to the supplier coming on site. As has historically been the case, Jeep bargaining unit employees will perform all repairs on the vehicles.~~
- Any sourcing defects will be reviewed with the Executive Committee prior to the supplier coming on site. As has historically been the case, Jeep bargaining unit employees will perform all repairs on the vehicles.
- The following outline will be followed prior to outsourcing any repairs:
  1. The Mechanics will be fully utilized
  2. Supplemental Mechanics
  3. Employees mutually agreed upon by center manager and the committeeman of the area that have the knowledge or work in specific areas.

Sincerely,  
~~Len Sennish~~ Ed Schaeffer  
Human Resource Manager  
TAC

## Ventilation

~~May 30, 2012~~  
XX-XX-XXXX

~~Mr. Dan Henneman~~ Mr. Mark Epley  
Chairman  
Jeep Unit - UAW Local 12  
Toledo, Ohio

Dear Sir:

During these negotiations, the Union had expressed concerns regarding airflow, temperature, and ventilation at the TAC.

To address these concerns, following ratification of the Collective Bargaining Agreement, the parties agreed to establish a joint study group for the purpose of reviewing and evaluating potential problem areas involving the consistent regulation of airflow, temperature, and ventilation and formulating appropriate remedial action. The composition of the group shall be the Plant Safety Manager and the UAW Health & Safety Rep along with (2) members each from the Company and Union to research and address concerns.

Additionally, resources available to the joint team for consultation and/or assistance will be, but not limited to, Corporate Health, Safety, and Hygiene, Plant Facilities Maintenance, and comparable resources from the International UAW. The efforts and recommendations of the joint study group will be reviewed at the regularly scheduled LWTPC meetings to ensure the Union's concerns are properly addressed and supported in order to augment the proper and expeditious resolution of specific issues identified by the team.

Once the research regarding the issue is completed, the repairs will be addressed within a time frame that is mutually agreed upon between the Facilities Manager and the Chairman of the Union.

Very truly yours,  
~~Len Sennish~~ Ed Schaeffer  
Human Resource Manager  
TAC

**Stickney Avenue TAC**

September 13, 2003

Mr. ~~Bernard Jakab~~ Mark Epley  
Committeeman, Stickney Avenue  
Chairman Jeep Unit – UAW Local 12  
Toledo, Ohio 43608

XX-XX-XXXX

Dear Sir:

During 200315 contract negotiations, the parties have discussed at considerable length the issue of facility maintenance at the ~~Stickney Avenue~~ Toledo Assembly Complex facility. Specifically, the parties discussed repair and upkeep of roof, windows, fans and the canteen facilities. The parties agree that necessary steps need to continue to provide an environment conducive to building world class vehicles.

To this end, the parties agree that the necessary steps to maintain the ~~Stickney~~ Toledo Assembly Complex Facility will continue. Any disputes that arise will be addressed by the Center Manager and the servicing Committeeman

Sincerely,  
~~Jean Hathaway~~ Ed Schaeffer  
~~Union Relations Supervisor~~ Human Resources  
Manager  
TAC



## Air Houses

~~May 30, 2012~~  
XX-XX-XXXX

~~Mr. Dan Henneman~~ Mark Epley  
Chairman  
Jeep Unit - UAW Local 12  
Toledo, Ohio

Dear Sir:

During these negotiations, the parties had lengthy discussions concerning read-only access to the air houses at TAC. The Union expressed concerns over the air houses operating properly and providing adequate ventilation.

To address the Union's concerns, this letter confirms the Plant's ability to access and share information from the air houses with represented employees. The company is willing to share information, upon request, with members of the bargaining unit from all shifts.

The management and operation of the air houses at TAC will be acquired by DTE through the Energy Center Partnership. The company will cease to have control over the air houses upon the transfer of responsibility; however, future access will be discussed with DTE at that time.

The facilitating manager needs to monitor AHO's for the correct percentage of outside make-up air that meets corporate guide lines for inside air quality for all employees.

Very truly yours,  
~~Len Sennish~~ Ed Schaeffer  
Human Resource Manager  
TAC

## PQX Review Meetings Process

May 30, 2012

~~Mr. Dan Henneman~~ Mark Epley  
Chairman  
Jeep Unit – UAW Local 12  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

During the course of the ~~2012~~ 2015 negotiations, the parties had lengthy discussions regarding administration and compliance with the provisions of the Collective Bargaining Agreement, as well as, government regulations regarding PQX employees. Those affected under the provisions of this agreement are employees with PQX restrictions prohibiting them from performing their regular job on a day to day basis.

Consistent with our joint objectives to be world-class, the parties agreed to work jointly with ~~form a joint committee consisting of~~ representatives from, Human Resources ~~Supervisor, Plant Medical, Supervisor,~~ Local Union leadership and a Local Safety Representative. All parties included in this process will place the team will meet to review PQX affected employees placements as needed. The team will review the following

1. Manpower movement
2. Overtime
3. Permanent Requisitions
4. Restrictions
5. Other issues arising from the administration of the PQX program.

The intent of this meeting will be to foster continuous improvement in an environment that encourages brainstorming, information sharing, and problem solving. Consistent with current operating efficiencies of the plant, the meetings will focus on achieving and maintaining active and gainful employment for those employees affected by said PQX program. To that end, the meeting will ensure the program's initiatives maintain positive employee relations.

Sincerely,  
~~Len Sennish~~ Ed Schaeffer  
Human Resource Manager  
TAC

## Tooling For New ~~Tech I's~~ Mechanics and Repair Personnel

May 30, 2012

~~Mr. Dan Henneman~~ Mark Epley  
Chairman  
Jeep Unit-UAW Local 12  
Toledo, OH

XX-XX-XXXX

Dear Sir:

During negotiations the parties had lengthy discussions in regards to the tooling allowance for ~~Tech I's~~ TAC Mechanics & Repair Personnel. It is understood the company will provide all required tools in accordance with the respective department tooling list approved by the Center Manager. This list will be updated as required by the departmental Center Manager.

The Company agrees to have at least one tool set (from the list approved by the Center Manager) on hand in tool stores within thirty (30) days of ratification. The Company agrees to provide any new mechanics and repair personnel the required tool set within four (4) weeks of passing the test. The company also will provide the tools for testing purposes.

Sincerely,  
~~Len Sennish~~ Ed Schaeffer  
Human Resource Manager  
TAC

**4/10-6/10 Rotating Option (Re-Written See following Page)**

May 30, 2012

Mr. Dan Henneman  
Chairman  
Jeep Unit UAW Local 12  
Toledo, OH

Dear Sir:

~~During the course of negotiations the parties recognized the overwhelming demand for world class products produced at TAC. The parties also recognized the overall burden and fatigue it places on our employee's. Therefore, the parties mutually agreed to implement a 4/10, 6/10 rotating option.~~

~~Employees who elect to be part of the program will be scheduled accordingly. Upon ratification the Company and the Union will sit down and produce a plan to start and implement the program on the Wrangler Product Line. The new product line will follow after the launch of the product.~~

- ~~• 40 hour option will be offered by seniority in each department/shift~~
- ~~• Program will be offered in 2 week increments~~
- ~~• Employee must sign up by Tuesday of the preceding week by lunch~~
- ~~• Employees electing to take 4/10 will not be reversible during that week~~
- ~~• Program will be administered jointly by Union and Management~~
- ~~• Employees electing 4/10 schedule will work Monday Thursday~~
- ~~• Employees electing 6/10 schedule will work Monday Saturday~~

~~These conditions may be modified if both parties agree.~~

Sincerely,  
Len Sennish  
Human Resource Manager

## 40/50/60 Program

Mark Epley  
Chairman  
Jeep Unit-UAW Local 12  
Toledo, OH

XX-XX-XXXX

Dear Sir:

During recent discussions between Union and Management at the Toledo Assembly Complex (TAC), the Union expressed concern regarding the impact on the workforce associated with the Company's need to schedule consecutive Saturday production to meet high customer demand for TAC built products. In response to the Union's concern that relief be provided to employees schedule to work in an environment where Saturday operations are regular, the parties have agreed as follows:

- The TAC local work pattern alternatives of the 4/10, 5/10, or 6/10 Rotation option will continue in effect at TAC
- In accordance the TAC Rotating Option understanding, every Saturday one-third of the team employees will not be scheduled to work. To accommodate this schedule:
  - ◆ In all teams TPTs will be assigned to each such team at a level equivalent to one-third of the respective team (including the team leader, team members, tagger and non-standards). One-third of each team is interpreted as 2 TPT's for 6 full time, 3 for 7, 3 for 8 and 3 for 9 and so on.
  - ◆ Floater (absentee coverage) will be considered a separate pool of employees for application of this understanding including the above interpretation for TPT's.
- ❖ In addition, the same voluntary option will be available to all team employees on Mondays and Fridays at a level equivalent to one-third of the respective team (including the team leader, team members, tagger and non-standards) including the above interpretation for TPT's.
  - (Same application for Floaters)
- ❖ In the event an employee chooses to work a "scheduled off" Saturday, the employee will be scheduled to work the following two consecutive Saturdays unless the respective team scheduling pattern permits such employee(s) to be off. This will be coordinated on a team-by-team basis.
  - The Program will be offered in 3 week increments
  - Employee must sign up by Thursday of the preceding week by lunch
  - Employees who elect to be part of the program will not be reversible during the affected time.
  - The Program will be administered jointly by Union and Management
  - This program may be modified by mutual agreement.

It is understood that the Company and the Union must agree to modify this agreement or implement any new overtime program or alternative overtime work schedule.

Sincerely,  
Ed Schaeffer  
Human Resource Manager  
TAC

## “Dock” Driver Safety”

~~Mr. Dan Henneman~~ Mark Epley  
Chairman  
Jeep Unit-UAW Local 12  
Toledo, OH

May 30, 2012  
XX-XX-XXXX

Dear Sir:

During these negotiations, the parties had lengthy discussions regarding the inclement conditions and the safety of the drivers on the “docks” within the plant. The Company assured the Union that the docks, doors, heater and enclosures would be maintained and inspected monthly and winterized by October 1<sup>st</sup> of each calendar year.

- Management agrees to have safety wheel chocks and safety jacks for highway trailers and trucks on all docks.
- Management agrees to visual inspections of the sewers on all docks annually and address concerns as identified.
- Management agrees to make available Foul Weather Gear to Dock employees who are required to perform their duties in winter or inclement weather, when performance of such duties constitutes an irregular assignment having regard to their normal assigned duties.

Sincerely,  
~~Len Sennish~~ Ed Schaeffer  
Human Resource Manager  
TAC

## 20 Minute Weekly Huddle

August 3, 2012

~~Mr. Dan Henneman~~ Mark Epley  
Chairman  
Jeep Unit-UAW Local 12  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

During these negotiations, the Company and the Union had lengthy discussions regarding the one 20 minute weekly huddle. It was agreed, in an effort, to better communicate initiatives and team related issues as they relate to the quality of the vehicle, the huddle will be attached to the break following the lunch period ~~one time weekly on Wednesday~~. If operating conditions warrant, the weekly huddle may be adjusted by the department to another time of the day, not including the 1<sup>st</sup> two hours of the shift, with advance notice being given to the Union.

It is understood that if the weekly huddle is moved to a different time, that the original intent for the huddle remains intact. The parties agree to meet regularly to discuss any disputes which may arise from moving the huddle times.

The parties can agree to move the huddle to another day of the week if situations warrant.

Sincerely,  
~~Len Sennish~~ Ed Schaeffer  
Human Resource Manager  
TAC

## PAA/VACATION UTILIZATION

May 30, 2012

~~Mr. Dan Henneman~~ Mark Epley  
Chairman  
Jeep Unit-UAW Local 12  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

During our negotiations, the Company and the Union had lengthy discussions in an effort to facilitate utilization of accrued Vacation and PAA time without negatively impacting the Corporation quality and build targets. The following procedure is as follows:

- Written PAA / One Day Vacation requests will be reviewed and answered within a 24 hour period ~~when possible~~.
- Written Full-Week Vacation requests will be reviewed and answered within one (1) week period ~~when possible~~.

If management fails to answer within the above stated time it will be escalated to the Center Manager and the Committeeman of the area.

The company has the right to approve or deny paa/vacations based on manpower.

Sincerely,  
~~Len Sennish~~ Ed Schaeffer  
Human Resource Manager  
TAC



## Turnstile Malfunctions

May 30, 2012

XX-XX-XXXX

~~Mr. Dan Henneman~~ Mark Epley  
Chairman  
Jeep Unit-UAW Local 12  
Toledo, Ohio

Dear Sir:

During these negotiations, the Company and the Union had lengthy discussions regarding the synchronization of the turnstiles and the CATS System. From time to time the turnstiles may not reflect the actual time and employee entered or exited the plant on a case by case basis. When it is determined this situation occurs, management will contact the appropriate parties and affected employees will not be adversely impacted due to such discrepancy.

The Company commits to keeping turnstiles in working order and when a malfunctioning turnstile is brought to Management's attention it will be promptly repaired.

Sincerely,  
~~Len Sennish~~ Ed Schaeffer  
Human Resource Manager  
TAC

**Grievance Settlements**

May 30, 2012

Mr. Dan Henneman  
Chairman  
Jeep Unit-UAW Local 12  
Toledo, Ohio

Dear Sir:

**\*\*This Letter has been moved to the body of the Agreement under Representation 6 (a) page 4\*\*:**

It is understood that when a grievance is settled locally and monies are owed, the employee will receive such money within thirty (30) days.

Sincerely,  
Len Sennish  
Human Resource Manager

Temporary Employees Re-Assignments

**Supplemental Employees**

~~Mr. Dan Henneman~~ Mark Epley  
Chairman  
Jeep Unit-UAW Local 12  
Toledo, Ohio

May 30, 2012  
XX-XX-XXXX

Dear Sir:

This letter is to confirm that, once per year, employees working as temporary employees can ask to be reassigned to an open position in other areas of the plant. He/She is responsible for making their request known via the Plant Employment Office. Requests will be honored as when there is an opening and doesn't interfere with the operations.

Sincerely,  
~~Len Sennish~~ Ed Schaeffer  
Human Resource Manager  
TAC

## In Plant Injury

May 30, 2012

XX-XX-XXXX

~~Mr. Dan Henneman~~ Mark Epley  
Chairman  
Jeep Unit-UAW Local 12  
Toledo, Ohio

Dear Sir:

It is understood that if an employee is injured in the plant and after working his condition becomes so serious that it seems to him it should be brought to the attention of a doctor, this employee should arrange so that the Toledo Assembly Complex is called and they will either send a car to take this employee to and from a hospital or authorize the employee to incur the expense of going to and from a hospital and the Company will assume the cost. When an employee is injured in the plant and is sent home by the Medical Department as a result of that injury, he is to be paid for the remainder of the day. Injury in the plant is that as defined by the Workers' Compensation laws. ~~If the injury occurs during overtime and the employee is sent home by the Medical Department, the employee will be paid for the overtime he was scheduled to work on the day of the injury.~~ Management reaffirms its commitment to adhere to Letter 186 of the National Production, Maintenance and Parts Agreement.

Sincerely,  
~~Len Sennish~~ Ed Schaeffer  
Human Resource Manager  
TAC

## Waiver Leave

May 30, 2012

Mr. Dan Henneman  
Chairman  
Jeep Unit-UAW Local 12  
Toledo, Ohio

Dear Sir:

It is understood that once during the term of this Agreement, a waiver leave of one (1) year may be granted to an employee at the time of recall from layoff, only when there are other employees laid off from the factory seniority group. The sole purpose for a leave of this type is a means for an employee to preserve seniority accrued. It is understood that an employee shall not be able to obtain a waiver leave for a period of incarceration.

An employee on such leave shall not accrue severance or pension credits. Such leave shall be canceled when all employees with seniority who are laid off have been recalled to work. Prior to employee returning to work he/she must report to the employment office for re-assignment.

When an employee desires to take a waiver leave, he must report to the Employment Office and execute, in writing, an application for waiver. If the waiver is granted to the employee, he shall be notified of such fact and of the date such leave is to begin. The employee may not return prior to the expiration of the one (1) year.

At the conclusion of one (1) year, the employee must either elect to return to work, if seniority permits, or remain on waiver leave. If the employee elects to remain on waiver leave, the employee shall remain on such leave until all laid off employees within the factory seniority group have been recalled. Upon the employee's return, he will be placed in accordance with his seniority.

Sincerely,  
Len Sennish  
Human Resource Manager

## Time Study/Standard of Hours

May 30, 2012

XX-XX-XXXX

~~Mr. Dan Henneman~~ Mark Epley  
Chairman  
Jeep Unit-UAW Local 12  
Toledo, Ohio

Dear Sir:

The parties have agreed to any man assignment shall be reviewed with the department steward (24) hours prior to implementation at times other than launch periods or line speed changes. The employees affected shall be tendered a paper copy of the new or changed man assignments. Before normal, repetitive work is added to an employee it will be added to the man assignment and reviewed with the department steward. This also will be at time other than launch periods or line speed changes.

Sincerely,  
~~Len Sennish~~ Ed Schaeffer  
Human Resource Manager  
TAC

## Representation

~~May 30, 2012~~  
XX-XX-XXXX

~~Mr. Dan Henneman~~ Mark Epley  
Chairman  
Jeep Unit-UAW Local 12  
Toledo, Ohio

Dear Sir:

It is understood that the ratio of stewards at 1:225 through the next election, however, any attritions during the term would not be replaced and after 2015 negotiations, they will revert to the language of the newly negotiated 1:250 as per the National Agreement.

Sincerely,  
~~Len Sennish~~ Ed Schaeffer  
Human Resource Manager  
TAC

**Broken or Damaged Equipment**

Mark Epley  
Chairman  
Jeep Unit, Local 12  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

This letter will verify the understanding by the company and the union during contract negotiations that a bi-monthly meeting will be established. The meeting will be with the Committeeperson of the area, the Plant Controller and the Center Manager to discuss issues regarding purchase orders for broken or damaged equipment in need of parts and or replacement. Unresolved issues will be brought forward to the Plant Manager and the Chairman of the Union.

Sincerely,  
Ed Schaeffer  
Human Resources Manager  
TAC



Traffic Flow

Mark Epley  
Chairman  
Jeep Unit, Local 12  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

Traffic concerns were discussed at the 2015 local negotiations and has been agreed upon that the Company will establish shift contact numbers for use by Labor Relations and the Executive Committee for the rail yard and the trucking companies to address and remedy issues from the trains and trucks.

It is agreed that to move toward a more safe and efficient traffic flow the parties agree to study/monitor the entrances and exits of the parking lots and traffic flow situations.

Sincerely,  
Ed Schaeffer  
Human Resources Manager  
TAC

## Parking Lot

Mark Epley  
Chairman  
Jeep Unit, Local 12  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

During these negotiations, the Company and the Union had lengthy discussions regarding providing adequate parking facilities for our employees.

In an effort to increase the security of the vehicles on our property, the Company would fix broken security cameras in the parking lot, continue the process of providing proper foundations in motorcycle parking areas, and increasing security patrols as needed.

Additionally, the parties will meet within ninety (90) days after ratification of this agreement and discuss funding opportunities for additional diesel block heater hood-ups and enhanced motorcycle parking areas.

Sincerely,  
Ed Schaeffer  
Human Resources Manager  
TAC

## Charity Fund

Mark Epley  
Chairman  
Jeep Unit, Local 12  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

The Toledo Assembly Plant, UAW, Local 12 (Jeep Unit) Employees Charity Fund, which has been established pursuant to negotiations between the Company and the Union, shall be continued under the following terms and conditions:

This fund shall be administered by a Board of Administration of the Charity Fund, which Board shall consist of four (4) members appointed by the Union and four (4) members appointed by the Company. Such Board shall have the authority to receive from the Company all such funds collected from employees of the Company. Such Board shall have the authority to receive from the Company all such funds collected from employees of the Company. Eighty percent (80%) of such funds will be distributed to the United Way. The remaining twenty percent (20%) will be disbursed to such charitable purposes as the Board of Administration of the fund may deem appropriate. These disbursements shall be made on a semi-annual basis (twice per year). The Board of Administration shall meet semi-annually to determine appropriate charitable organizations for fund disbursements.

Sincerely,  
Ed Schaeffer  
Human Resources Manager  
TAC

## American Disabilities Act Letter

Mr. Jack Sizemore  
Regional Director, UAW  
2300 Ashland Avenue  
Toledo, Ohio 43620

December 1, 1993

RE: Americans With Disabilities Act of 1990, Vocational Rehabilitation Assistance Act of 1973 and the Vietnam Era Veteran's Readjustment Act of 1972 and 1974 (Replaces Letter dated May, 1990)

Dear Mr. Sizemore:

The Plant has a continuing policy of providing equal employment opportunity in conformance with the Americans With Disabilities Act of 1990, Vocational Rehabilitation Assistance act of 1973 and the Vietnam Era Veteran's Readjustment Act of 1972 and 1974 and will make reasonable accommodations in accordance with these laws. The Union also has long recognized the practical and moral value of these policies. Accordingly, it is agreed that, notwithstanding the provisions of Article VII of this Agreement:

1. An employee who is approved for work by the Medical Department but with PQX coded medical restrictions which limit the nature and type of the regular work he can do, may be transferred to an opening in his department or in the Plant that can be performed within the medical restrictions.
2. In the event there is no open job, the employee will be placed in accordance with his seniority on a job in his department that he can perform consistent with his restrictions. If there are no such jobs, then he will be placed in accordance with his seniority on a job in the Plant that he can perform consistent with his restrictions.
3. If, after exhausting the procedure described above, it is determined there is no suitable job for an employee with a PQX coded medical restriction, the employee will be returned to injury leave or laid off as unable to do work available – whichever is applicable.
4. An employee affected by reason of health or physical handicap shall be required to furnish the Medical Department a doctor's statement verifying the extent of the disability confirming the claim that his present job is detrimental to his health prior to a transfer or layoff in accordance with the above.
5. The Company and Union shall jointly administer this procedure with respect to placement of individuals under Section 2 of this letter with the assistance of the plant physician. In the event a dispute occurs, the parties may request a meeting with Corporate Union Relations and the International Union to resolve the matter.

Very truly yours,  
C.H. Eschenbach  
Executive Director – Union Relations  
and Security Operations

**Broken or Damaged Tools**

~~May 30, 2012~~

~~Mr. Dan Henneman~~ Mark Epley  
Chairman  
Jeep Unit – Local 12  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

During the negotiations of the ~~2003~~ 2015 ~~DaimlerChrysler-FCA Group LLC-UAW~~ (Jeep) Agreement, the Corporation affirmed its commitment for the replacement of personal tools broken or damaged on the job specific to ~~Tech 1's in Departments' 9152 and 9550~~ mechanics and repair personnel in all departments.

The Corporation informed the Union that during the term of the ~~2003~~ 2015 Agreement, the Corporation will repair or replace tools broken on the job by the aforementioned employees provided there is no evidence of employee negligence, abuse or improper usage, with the following limitations:

- 1) The maximum amount expended for the repair or replacement of any one toll shall not exceed \$100.00
- 2) The maximum amount expended each year shall not exceed an amount equal to \$10.00 multiplied by the total number of mechanics and repair personnel employees in all department's on the active roll at the plant in the last pay period ending in the month of June preceding the beginning of each year of the Agreement.
- 3) Only tools approved and deemed essential to performing an individual's job will be subject to replacement or repair in accordance with this understanding.
- 4) Assembly Department ~~Tech 1~~ mechanics/repair personnel employees will submit an inventory of tools on a semi-annual (twice a year) basis. It is the employee's responsibility to keep this inventory current. Employees who fail to maintain an updated tool inventory will not be reimbursed for broken or damaged tools pursuant to this letter.
- 5) Employees must present the broken or damaged tool to management when seeking reimbursement.

Toledo Assembly will establish a repair or replacement of broken tool procedure whereby Assembly Department ~~Tech 1~~ mechanic/repair personnel may arrange for the repair or replacement of approved tools. Any costs above \$100.00 for the repair or replacement of a broken tool will be the responsibility of the employee.

Very truly yours,  
~~Len Sennish~~ Ed Schaeffer  
Human Resources Manager  
TAC

## Personal Leaves

June, 1997

Mr. Nick Vuich Mark Epley  
Chairman  
Jeep Unit – Local 12  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

During these negotiations, the parties discussed the problems presented by the application and usage of Personal Leaves of Absence as it relates to full protection of operating efficiency. This letter serves to clarify the understanding reached between the parties regarding Personal Leaves.

It is understood that Personal Leaves of Absence may be granted for the sole purpose of providing time-off for good cause. Good cause will be determined by the Center Manager and the area Committeeperson. Personal Leaves will not be granted for the purpose of supplementing vacation entitlement. Employees who have exhausted their vacation eligibility, above and beyond time reserved for vacation shut-down period, and experience a serious personal hardship which does not qualify for FMLA may continue to request a Personal Leave through their department.

It is further understood that Departmental Management maintains final discretion in approving or disallowing a Personal Leave under twenty-eight (28) calendar days in length. Personal Leaves of Absence of greater duration will require additional approval from the Employment Office Supervisor.

Sincerely,  
C.T. Dukes Ed Schaeffer  
Human Resources Manager  
TAC

## Supplier Quality

November 6, 2003

~~Mr. Nick Vuich~~ Mark Epley  
Chairman  
UAW Local 12 Jeep Unit  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

During the course of these negotiations, the parties discussed at length the issue of non-bargaining unit employees performing rework and/or sorting operations within the plant. The Company and Union recognize the importance of assuring supplier quality and accountability to ensure the production of world-class vehicles and to close the competitive gap. Due to the nature of the issue and production requirements, the parties recognize that non-bargaining unit employees would not be allowed to perform continuing rework and/or sorting operations. The parties agree non-bargaining unit employees will be allowed to perform continuing rework and sorting operations for a maximum of twenty (20) days to correct a specific problem, after which time the rework and sorting operation would be assigned to the plant employees or the nonconforming material will be returned to the supplier for rework and sorting. This agreement would not be in effect for a maximum of six (6) weeks following the introduction of a new part, model change, or launch of a new vehicle. The Company will ~~continue to~~ make available relevant information to the Union, ~~consistent with current practice~~ prior to the non-bargaining unit employees starting the rework or sorting operation.

This letter is also intended to reaffirm the Company's commitment to the process established in 2002 regarding yard purges. Any concerns related to suppliers on-site will be referred to the Supplier Quality Manager, Labor Relations Supervisor, and District Committeeman for immediate assessment and appropriate action when necessary.

Sincerely,  
~~Thomas G. Maxon~~ Ed Schaeffer  
~~Sr. Manager~~ Human Resources Manager  
TAC

Concur

**Stolen Tools Tech-I Mechanics and Repair Personnel**

May 30, 2012

~~Mr. Dan Henneman~~ Mark Epley  
Chairman  
UAW Local #12 – Jeep Unit  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

During these negotiations the parties discussed the procedure regarding stolen tools. Consistent with current practice the following procedure shall apply:

- (a)** Prior to the Company giving any consideration to the replacement of personally owned tools, the employee must have previously submitted to a designated Management representative a complete list of such tools. All lists submitted shall, upon request, be subject to verification. The Management representative shall indicate the list as received and return a copy of same to the employee. Any tools that do not appear on the subject list shall not be considered for replacement.
- (b)** The employee upon discovery shall make an immediate report to the Plant Protection Department who shall furnish a copy of the report to the employee and the Labor Relations Department. Labor Relations shall then process the report. Upon reporting, the employee must show evidence of forced entry.
- (c)** Tools which are left unattended or not secured shall not be considered for replacement.
- (d)** Tool boxes which are of a size that they could be hand carried shall not be considered. A secure area for storage shall not be provided for these types of boxes.

Failure to comply with any of the above requirements shall negate any liability on the part of the Company.

Sincerely,  
~~Len Sennish~~ Ed Schaeffer  
Human Resources Manager  
TAC



**Team Leader Selection Process**

Mark Epley  
Chairman  
Jeep Unit – Local 12  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

Both parties agree to meet within 120 days of ratification to find a process that will incorporate more input and participation by the team members in the team leader selection process.

Sincerely,  
Ed Schaeffer  
Human Resources Manager  
TAC

## Short Shifting

Mr. Jack Sizemore  
Regional Director, UAW  
2300 Ashland Avenue  
Toledo, Ohio 43620

May, 1990

Dear Sir:

During these negotiations, the Union expressed concern over what they felt were management abuses of short shifting, which adversely affected the SUB fund through Short Work Week payments. The Corporation agreed that short shifting should not be abused and outlined the steps that were being taken immediately to address the situation. The Corporation also advised the Union that if in the future they type of short shifting abuses discussed during negotiations again occurred, the Union should refer the matter to the Plant Manager and Human Resources Manager for resolution. If the problem continues, it will be referred to Corporate Union Relations and the Regional Director's office. The parties working together with Corporate Manufacturing will address the problem.

Very truly yours,  
C.H. ESCHENBACH  
Director – Union Relations

**Independent Medical Examinations for Employees  
Reaching Maximum Medical Improvement**

December 6, 2003

Mr. Nick Vuich  
Chairman  
Jeep Unit – UAW Local 12  
Toledo, Ohio

Dear Sir:

During these negotiations, the Company and Union had lengthy discussions regarding employees who have reached maximum medical improvement (MMI) while on worker's compensation leave of absence and the effect on PQX placement. The Union requested that employees be given the opportunity to attend an Independent Medical Examination (IME) to obtain a second opinion in order determine any modifications to the employee's permanent restrictions which will assist in job placement. The determination of the IME will be final and binding on all parties.

Sincerely,  
Thomas G. Maxon  
Senior Manager– Human Resources

## JSRA COMPLETION

August 3, 2012

Mr. Dan Henneman  
Chairman  
Jeep Unit-UAW Local 12  
Toledo, Ohio

Dear Sir:

During the course of the negotiations the Company and the Union had lengthy discussions regarding the completion of the Job Safety Risk Analysis in all Centers of the Toledo Assembly Complex. The parties agree that certain areas are required to wear certain PPE (glasses, sleeves, gloves, bump caps, etc.). In an effort to provide a safe work environment any or all PPE requirements will be determined and jointly agreed upon by the JSRA Committee and so noted on the SWI/Man Assignment. Should the JSRA Analysis determine certain PPE is not required the Management will update the SWI noting the PPE requirements.

Sincerely,  
Len Sennish  
Human Resource Manager

The following sections can be referenced in the 2011 Chrysler – UAW Agreements:

**Article IV Representation**

Recognition of Union Representatives .....(1)  
Number of Districts .....(15)  
Time Limits on Claims .....(31)

**Formalized Team Concept**

Team Definition .....(Letter 124)  
Team Objective .....(Letter 124)  
Employee Responsibility .....(Letter 124)  
Team Leader .....(Letter 124)  
Selection of a Team Leader .....(Letter 124,JTLSC)  
Team Leader / Team .....(Letter 124)  
Commitment to Work Assignments Rotation .....(Letter 124)

**2012 Operational Understandings Addendum**

All Sub-sections .....(Letter 124)

**Discharge and Discipline**

Notice of Discipline and Discharge .....(7,40,41,42)  
Adjusting Discipline Records .....(43)  
Discipline Grievances-Time Limits .....(31,40)

**Article IX Seniority**

Probationary Employees .....(45)  
Employee Defined .....(46)  
Seniority is by Factory Seniority Group .....(48)  
Supplemental Employees .....(S 1)  
Loss of Seniority .....(49)  
Reinstatement After Disability .....(53,M 8)  
Reinstatement .....(49,M 8)

**Layoff and Recall**

Layoff Definitions .....(58)  
Notice of Layoff .....(59)  
Layoff Procedure – Indefinite Layoff .....(61)  
Layoff Procedure – Temporary Adjustment .....(62)  
Layoff Procedure – Model Change or Inventory .....(63)

**Transfer and Promotion**

Transfer of Employees Within The Plant .....(66)

**Leaves of Absence**

Application for Leaves / Procedure .....(78)  
Union Business Leave .....(80)  
Government Leave .....(78)  
Personal Leave .....(78)  
Sick Leave .....(M 8)  
Vacation Leave .....(79)  
School Leave .....(78)  
Waiver Leave .....(78.d,e,f)

**Article X Rules**

Hours of Work .....(2, Letter 240)  
Skill Shortage .....(Letter 190)  
Bulletin Boards .....(106)  
Attempt to Provide Steady Employment .....(Letter 50,126,139,M 1)

**Article XI Overtime**

Overtime Scheduling .....(56,85,86,87,88,89,90,Letter 17,M 2,S 1)

**Article XII Time Study and Standard Hours**

General .....(44, Letter 16)

Production Standard Results	(44, Letter 16)
<b>Article XIII Health and Safety</b>	
Area of Responsibility	(M-3, Letter 174,198)
Medical Facilities	(M-3)
<b>Article XIV Economic Provisions</b>	
Designated Holidays	(95)
<b>Skilled Trades Supplement UAW Local 12</b>	
Journeyman Defined	(SA 3)
New Hires – Transfers	(SA5,9,S 11)
Recall From Other Seniority Groups	(S 11)
Permanent Layoffs	(59,60,61,62,63,64,Letter 49)
Inverse Seniority	(59,60,Letter 26,40)
Outside Contracting	(70,SA 11f,Letter 34,35,48,50,209)
Group Leaders	(Letter 124,211)
Shift Premium	(85)
Working on a Holiday/Conversion	(95,96,Letter 203)
Jurisdictional Matters	(Skill Trades Rationalization)
Outside Contracting Review Team	(Letter 48)
Warranty and Service Agreements	(Letter 34,51)
Skilled Trades Project Coordinator	(Letter 211)
Project Crew	(Letter 34,48,50,211)
Joint review of Sourcing Issues	(M 1,Letter 140)
Engineering Jobs Establishing Standards	(44)
Broken or Damaged Tools	(Letter 46)
Americans with Disabilities	(Letter 20)
Personal Leaves	(78)
Supplier Quality	(Letter 141)
Work by Supervisors	(Letter 33)
Transfers Critical Times	(Letter 32)
Falsification of Employment Application	(43)
Demonstration of Ability to Perform Tech I or Semi-Skilled Work	(Letter 124, TL/TM Migrations)
Independent Medical Examinations for Employees Reaching Maximum Medical Involvement	(53,Letter 243)
Tooling Allowance	(110)

*The 2011 National Agreement dated 10/12/2011 will supersede any of the following sections.*

**Paragraph 4--Pay periods in Which Deductions**

All deductions made in accordance with Paragraph 3 hereof, will made from the first pay period of each month after the employee has worked forty(40) hours or more in that month. Whenever an employee does not have a sufficient amount earned to cover the full deduction, the Company will make a deduction from the following pay period or from regular S.U.B. benefits if on layoff.

**Paragraph 5--Remittance of Dues-Records Furnished**

**(14)**— Any money deducted will be transmitted by check payable to “Local No. 12 UAW” within the first two weeks of the month following the month in which the deduction is made.

**(17)**— Should any question arise as to the information set forth on the aforesaid list, the Company agrees to exhibit the working records of any employee to the duly accredited representatives of the Union.

**(21)**— The Toledo Assembly Complex will follow the National Agreement Guidelines set forth for the plant being established prior to 1964 for ratio of Chief Stewards.

#### **Paragraph 4--Formalized Team Concept**

**Team Definition** **\*\* (Paragraph moved to Page 9)\*\***

#### **Paragraph 3--Discipline Grievances--Time Limits**

~~(103) Any and all rights of any employee or employees disciplined or discharges shall not be a part of the grievance procedure and such action of the Company shall be final unless the employee or employees affected file a grievance within thirty (30) calendar days of such disciplinary action or discharge.~~

~~(123) Temporary part-time employees may be offered full-time employment, determined by a first-in, first-out method.~~

~~(b) When a reduction in the number of TPT's become necessary, the Principle of seniority will be applied wherever practical.~~

~~(a) He/She is laid off during the term of this Agreement for a continuous period equal to the seniority he/she had acquired at the time of such layoff period, or for the term of this agreement, whichever is longer; provided, however, an employee who is laid off or who is not recalled and reinstated from layoff in line with his/her seniority because of his/her continuing physical inability to perform the available work will not be considered as laid off for the purposes of this Subsection unless and until an employee in the same seniority department with same or greater seniority is on layoff.~~

#### **LAYOFF AND RECALL**

#### **Paragraph 15--Layoff Procedure--Indefinite Layoffs**

~~(161) When there is an indefinite layoff, employees shall be laid off or displace other employees in the following manner subject to the employee's ability to perform the available work:~~

~~(a) Probationary employees will be laid off on a plant-wide basis.~~

~~(c) The employees laid off from the department shall, in order of seniority, displace lesser seniority employees in the plant, provided they have the ability to perform the available work. The Company will have up to fifteen (15) working days to place such employees. The Union will be notified as soon as practicable if the time required will exceed ten working days~~

~~(d) Employees recalled from an indefinite layoff shall be recalled according to their seniority subject to the employee's ability to perform the available work.~~

#### **Paragraph 16--Layoff Procedure Temporary Adjustments**

~~(162) Temporary adjustments of the working force may be made without regard to seniority for a period of ten (10) working days. If the period of the reduction exceed ten (10) working days, Management will adjust the working force in accordance with the provisions of this Article IX--Layoff Procedure--Indefinite Layoffs, within five (5) working days unless the parties mutually agree to extend such period.~~

#### **Paragraph 17--Layoff Procedure--Model Change or Inventory**

### **TRANSFER AND PROMOTION**

#### **Paragraph 18--Transfer of Employees Within The Plant (Moved to page 11)**

## LEAVES OF ABSENCE

### Paragraph 23--Application for Leaves / Procedure

~~(186) — Employees may apply and will be granted a leave of absence for good cause for reasonable periods not to exceed one (1) year with the consent of the plant, provided full protection to efficiency of operations is maintained. An employee who is on an approved leave of absence shall accumulate seniority and pension and severance credits if his/her seniority is working, except where otherwise stipulated.~~

~~(187) — An employee who desires a leave of absence will make application to his Supervisor.~~

~~(188) — Where a leave is not granted, and the employee requests, the Committeeman will meet with the Division Head on the matter. Failing to arrive at a decision the matter will be referred to the Chairman of the Executive Committee and the Human Resources Manager.~~

**Personal Leave ~~\*\* (Moved to Page 12) \*\*~~**

**Early Exit Policy ~~\*\* (Moved to Page 12) \*\*~~**

### ~~Vacation Leave~~

~~(195) — Management will advise the local Union prior to April 30 of each year of the proposed dates and duration of the vacation shutdown and the employees, if any, that would be required to work during the shutdown period. An employee who is scheduled to work during the plant vacation shutdown period may be granted a vacation leave for the number of days which the employee desires to take, not to exceed the number of days to which the employee is entitled under the vacation provisions of the Agreement, during the vacation year, as referenced in Article XIV, Paragraph 7 of this agreement~~

**Cooperation Clause ~~\*\* (Move to page 4) \*\*~~**

**Paragraph 8-- Skill Shortages – ~~\*\* (Paragraph Moved to Page 9) \*\*~~**

**Paragraph 10--Past Practice Clause ~~\*\* (Paragraph Moved to Page 12) \*\*~~**

**Paragraph 6--Model Mix Variation ~~\*\* (Moved to page 12) \*\*~~**

### ~~Paragraph 7--Production Standards Disputes~~

~~(277) — The Union shall have the right to process grievances on production standards disputes.~~

## ARTICLE XIII HEALTH AND SAFETY

### Paragraph 1--Commitment

~~(283) — The Company is committed to assure the prevention, correction, and elimination of all hazardous and unsanitary conditions in its plants.~~

~~(284) — The Union can expect the Company to comply with all laws governing Health and Safety.~~

### Paragraph 5--Medical Facilities



~~(293) — The Company will provide adequate medical facilities and trained personnel for said facilities.~~

~~(294) — In addition the Company will provide medical services, physical examinations, and other tests as required by law, without cost to the individual worker, to determine whether the worker's health is being affected by exposure to toxic agents.~~

#### **Paragraph 16--Attempt to Provide Steady Employment**

~~(227) — The Company desires to provide steady employment for as many employees as practicable in the Toledo plant. To accomplish the end, it will continue to keep all the work it is now doing in the Toledo plant and before a contract is signed to take any of the work out of plant that is now being done in the plant, the Company will submit to the Executive Committee, in writing the data covering the reasons for this action.~~

~~(228) — If the basis of moving such work is equipment and not the cost of running the operation, the Company will make every effort to secure the machinery and keep the work in the plant. Failing to secure such needed equipment, whenever the Company becomes in financial condition to do so, the same issue may be again brought up for negotiations, and it will attempt to bring in work that is now being done on the outside whenever this is practicable at a comparable or lesser cost, it being understood that the cost of additional machinery must be amortized by the savings effected in the manufacture of a reasonable number of the units that we can expect to manufacture.~~

~~(229) — It is also understood that when a patented article that cannot be made in the Company's plant is found to effect savings or be more desirable in advancing the sale of the product than the article manufactured in the Company's plant, the patented article will be procured after complying with the first sections of this paragraph.~~

~~(230) — It is further understood that the Company will endeavor to secure additional work of a more diversified nature so that the seasonal slack periods can be eliminated as far as practicable.~~

~~(231) — In the view of the mutual benefit to both the Company and the Union by effecting savings in the manufacture of the Company's products in order to make them more competitive and to secure less interrupted operation, the Executive Committee agrees to study from time to time and conscientiously endeavor to meet the costs of any operation brought to the Executive Committee's attention by the Company as being higher than the Company's studies indicate it should be. In such cases, a reduction could be made in the labor cost, notwithstanding any other paragraph in this Agreement.~~

#### **Paragraph 2--Rates-Union Representatives**

~~(322) — The rate of pay for stewards engaged in Union-Company activities shall be the rate of pay they would have received had they stayed on the jobs they were on when they were assigned to the Union-Company activities, but in no case shall they be paid any day for more hours than they would have been paid had they worked on their regular job, nor shall they be paid overtime unless they would have worked overtime on the jobs they were taken from, without the approval of the Supervisor of Union Relations.~~

~~(340) — The following Agreements are incorporated and made a part of the Agreement:~~

~~Exhibit A: — Retirement Income~~

~~Exhibit D: — Supplemental Retirement and Severance Benefit Plan~~

#### **Section 4. Journeyman Defined**

~~(347) — The term "Journeyman" as used in this Agreement shall mean any person:~~

- ~~(348) — a. who is presently recognized as a Journeyman in his classification at the Toledo plant.  
b. who has served a bonafide apprenticeship and has a certificate which substantiates his claim of such service.  
c. who has eight (8) years experience on work of the kind performed at the Toledo plant in the classification and can establish satisfactory proof thereby within thirty (30) working days by means of notarized affidavits otherwise he shall be terminated unless there is an extension of the time by mutual agreement.~~

#### ~~Section 5. New Hires - Transfers~~

~~(349) Any new hires or transfers into the skilled classifications shall be limited to Journeymen and apprentices, except as provided in Section 17 herein. Proof of journeyman status of potential new hires and transfers will be reviewed with the Union.~~

#### ~~Section 6. Recall From Other Seniority Groups~~

~~(350) — Any skilled worker or upgrader who may at present be working in a production department must return to his skilled trades occupation when called in turn of seniority or forfeit all seniority rights in the skilled trades occupation. If the position is less than 6 months, the employee can elect to stay on current production job until there is a permanent opening without forfeiting their seniority. The employee will be released within 10 working days unless mutually agreed or semi-skills are involved.~~

#### ~~Section 7. Permanent Layoffs~~

~~(351) — In the event of a permanent reduction in force, after signing of this Agreement, in the skilled departments, and before regular hours of the skilled workers are reduced, layoffs will be made in the following order.~~

- ~~a. — All upgraders~~
- ~~b. — Contractual Journeymen~~
- ~~c. — Probationary Journeymen~~
- ~~d. — All Apprentices shall be laid off in accordance with ratio as established by the Apprentice Committee.~~
- ~~e. — Qualified Journeymen.~~

~~(352) — Temporary adjustments will follow Article IX, Par. 16 – Layoff Procedure Temporary Adjustments.~~

~~(353) — When a permanent work assignment reduction occurs, those affected employees may displace lesser seniority employees, on their shift, within their classification. Subsequently, if said employee(s) has sufficient seniority to remain, said employee(s) may displace the lowest seniority employee(s). The affected employee(s) then displaces the lowest seniority employee(s) within the classification complex-wide.~~

#### ~~Section 8. Inverse Seniority~~

~~(354) — Upon request of the Union, representatives from the Company and the Union may enter into an agreement applying the concept of inverse seniority where:~~

- ~~(a) the layoff is for a definite time and limited duration and;~~
- ~~(b) all employees with less than one year's seniority have been laid off.~~
- ~~(c) If parties cannot agree refer to International Representative and Corporate Human Resources~~

~~(355) — The Union agrees that any such agreement shall not impair plant operating efficiencies. Consistent with this requirement, it is further agreed that employees shall be laid off and recalled under the terms of this inverse seniority layoff procedure by classification and department. It is expressly understood that the Company and the Union shall not enter into arrangements which permit employees on inverse seniority layoff to return to work to be replaced on layoff by~~

~~other employees during the period of limited layoff. Nor will an employee who is laid off pursuant to an inverse seniority arrangement be permitted to return to work as a result of exhaustion of, or disqualification from, State Unemployment Compensation Benefits or Company provided Supplemental Unemployment Benefits. Nothing in the foregoing shall preclude the Company from recalling any employee prior to the expiration of the limited layoff period.~~

#### **~~Section 9. Recall from Layoff~~**

~~(356) All employees on Lack of Work will be recalled before those on Skilled Trades Waiver. Skilled Trades employees on Waiver will be recalled by calling the employee with the least seniority. If you take a waiver your seniority still would accrue. If you choose to take a waiver you could be forced under the National Agreement to another plant within or out of the labor market.~~

#### **~~Section 10. Prorating Rights~~**

~~(357) Journeymen or Apprentices affected by a layoff may:~~

~~(a) Elect to leave the plant on Lack of Work or take a Skilled Trades Waiver, with recall rights as per this Agreement;~~

~~(b) Elect to fill an open requisition for a production or higher classification. Based on production seniority.~~

~~(358) Failure to return when recalled within five (5) working days will result in the cancellation of his seniority rights in the skilled trades' occupation.~~

#### **~~Section 11. Outside Contracting~~**

~~(359) It is the policy of the corporation to fully utilize its own employees in maintenance Skilled Trades classifications in the performance of maintenance and construction work.~~

#### **~~Section 14. Group Leaders~~**

~~(363) When necessary, the Company and Union will jointly appoint as Leaders the employee in the various skilled trades classifications who have the most seniority and have the ability to be competent Leaders and who are capable in their trade and can effectively lead people and have the physical ability to act as Leaders of the other employees working in the department.~~

#### **~~Section 21. Shift Premium~~**

~~(391) Skilled trades employees who are required to attend in-plant training necessary to upgrade their skills in their classification on a shift other than the one they would otherwise normally work will be paid the shift premium normally paid for their regularly assigned shift for the period they attend such training. Any time management requires a tradesman to go off their shift for any reason other than training they will retain their shift premium.~~

#### **~~Section 25. Working on a Holiday / Conversion~~**

~~(395) Commencing January 19, 2004, skilled trades employees who work on a designated holiday, and are otherwise eligible for holiday pay, may request that eight (8) hours be credited to their Paid Absence Allowance, in lieu of receiving holiday pay. Employees who choose to utilize accrued Paid Absence one day at a time.~~

~~\_\_\_\_\_ To provide sufficient time for administration, the employees must submit their request in writing no later than the Friday of the week in which the holiday occurs.~~

**TOLEDO ASSEMBLY PLANT  
UAW--Local No. 12  
SKILLED TRADES SUPPLEMENT**

General

- ~~(1)~~ As contained in this Contract Supplement agreed to between the Toledo Assembly Plant and the Jeep Unit, Local 12, UAW, effective March 25, 2013 **(Moved Below)**

**General**

- ~~(2)~~ **(62)** All of the foregoing provisions of the Agreement between the Company and Local 12, UAW, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America shall apply to the Company Skilled Trades employees, except where such provisions may be inapplicable or in conflict with the following specific provisions.
- ~~(3)~~ **(63)** As contained in this Contract Supplement agreed to between the Toledo Assembly Plant and the Jeep Unit, Local 12, UAW, effective March 25, 2013 XX-XX-XXXX.

**Seniority Non-interchangeable**

- ~~(4)~~ **(64)** Seniority in the Skilled Trades Departments shall be by no interchangeable classifications.

**Skilled Trades Seniority**

- ~~(5)~~ **(65)** Seniority in the Skilled Trades occupations shall be as of date of entry into the classifications.
- ~~(6)~~ **(66)** Any new classification negotiated into Skilled Trades shall carry their Skilled Trades seniority.

**Recall from Layoff**

**(67)** All employees on lack of work will be recalled before those on skilled trades waiver. Skilled trades employees on waiver will be recalled by calling the employee with the least seniority. If you take a waiver your seniority still would accrue. If you choose to take a waiver you could be forced under the National Agreement to another plant within or out of the labor market.

**Prorating Rights**

**(68)** Journeymen or apprentices affected by layoff may:

- (a) Elect to leave the plant on lack of work or take a skilled trades waiver, with recall rights as per this agreement.
- (b) Elect to fill an open requisition for a production or higher classification based on production seniority.
- (c) Failure to return when recalled within five (5) working days will result in the cancellation of his seniority rights in the skilled trades' occupation.

**Outside Contracting**

**(69)** It is the policy of the corporation to fully utilize its own employees in maintenance Skilled Trades classifications in the performance of maintenance and construction work, as described in M-1 Memorandum of Understanding Sourcing and Job Security, Letter (48) Skilled Trades Outside Contracting, and Letter (50) Outside Contracting Review Team in the national agreement.

(70) The Skilled Trades Project Coordinator process denoted in Letter (211), skilled trades project coordinator, of the FCA-UAW production maintenance and parts agreement will be fully utilized. The job duties of the project coordinator are described in the Project Coordinator Responsibilities Letter in this local agreement.

## Work Assignments

- ~~(7)~~ **(71)** The principle of seniority shall be applied when assigning work areas, shift, and work assignments within established Skilled Trades classifications. The following process shall be applied:
- (a) When a primary opening is created, employees within the same classification with the highest seniority will be given the opportunity to secure such assignment.
  - (b) This will apply for the primary opening and two (2) subsequent openings.
  - (c) If a work assignment is posted and no one applies for it, the lowest seniority employee in the classification without a work assignment secured under this Section will be given this work assignment.
  - (d) ~~These work~~ All work assignments (bids) will be defined and agreed mutually upon the Company and Union prior to posting. At that time the work assignment (bids) will be posted on TMS and in the appropriate maintenance areas within each Center for a period of 48 hours.
  - (e) The Employment Office may fill any work assignment opening that is not filled by this bidding process. All work assignment must be defined.
  - (f) Further, if a work assignment that was eliminated is subsequently reinstated within 90 calendar days, the employee affected by the earlier reduction will be given the first option to return to the former work assignment.
- ~~(8)~~ **(72)** A primary opening/work assignment is defined as an opening created when an employee dies, quits, retires or new work is created.
- ~~(9)~~ **(73)** Employees will be moved on the Monday following the date the posting comes down, no later than ten (10) working days unless mutually agreed to or to maintain the efficiency of operations for sound business reasons. An employee awarded a work assignment pursuant to this Section will not be eligible to apply for another job for a period of six (6) months following a move under this Section. Any disputes that may arise will immediately be referred to the Chairman of the Executive Committee and the Labor Relations Supervisor. Management will be required to provide adequate training to the employee's replacement within these 10 days.
- (74) When a bid job is shut down and an employee is placed on an additional job, the job that was suspended will remain vacant for that shift only to be re-occupied by the original employee. The individual will remain on said additional job unless the Union is properly notified. In the event the skilled trades committee person believes this process is being abused he/she shall immediately bring it to the attention of the facilities manager for resolution.

## Overtime Distribution

- ~~(10)~~**(75)** In the Skilled Trades classifications, all overtime shall be equalized among the employees in each classification, by department. Overtime hours will be zeroed out on the second (2<sup>nd</sup>) pay period of each calendar year. Overtime hours records shall be kept and rotated in the groups and order of priority as indicated below:

Journeyman  
Probationary Journeyman  
Apprentices

Contractual Journeymen  
Upgraders

~~(41)~~**(76)** It is agreed that a listing of accumulated hours will be published by the Company once each week, signed off by the departmental steward and posted in the department by 12:00 noon on Monday of each week. This list will be used by the Company to offer overtime from Monday through Sunday and reflect a two (2) week lag to current hours of each week. If an employee is bypassed through an error on the above list, it is agreed that no penalty will be incurred by the Company but the employee(s) will be offered the next overtime available in the department to make up the difference.

~~(42)~~**(77)** Employees eligible to work overtime shall not be bumped off their regular shift or a job secured under provisions of Section 16.

**(a)** Seniority of eligible employees with the proper skills and ability to perform the work will be applied when assigning work under this section.

~~(43)~~**(78)** An employee shall be charged with all the hours he/she is offered. If the employee offered the overtime accepts such overtime and does not report or fails to complete the entire amount offered he will be charged double the number of hours offered he could have worked. It will be the responsibility of each employee to provide an accurate phone number (s) where he/she can be reached outside of normal working hours.

~~(44)~~**(79)** Any employee on a leave of absence for any reason or on layoff will be charged for overtime hours he could have worked during the period of his leave of absence.

~~(45)~~**(80)** New employees shall be charged with the number of hour's overtime of the employees having the greatest number of hours on the date they attain seniority.

#### **Shift Preference**

~~(46)~~**(81)** Employees with seniority shall be given the right to exercise shift preference by classification and seniority provided such employees have the ability to perform the work of the displaced employees and that full protections shall be given to the efficiency of operations at all times. Employees shall make their shift preference known in writing to their supervisor with a copy to the steward. Assignments made pursuant thereto shall be made as soon thereafter as practicable, but that such assignment will be effective on Mondays. When employees are assigned to a shift in accordance with their shift preference, they shall be required to remain on that shift for a six (6) month period, seniority permitting.

~~(47)~~**(82)** The ensuing vacancy created by this shift transfer will be bid plant-wide by classification and seniority provided the employee has the ability to perform the work. The displaced employee from the shift preference transfer, will backfill the bid vacancy. No remaining moves shall be made with regard to this process.

#### **Coveralls**

~~(48)~~**(83)** An adequate supply of coveralls will be maintained at all time for use of the Skilled Tradesmen, when needed. The issuance of coveralls will not be for a period less than the balance of the shift.

#### **Foul Weather Gear**

**(84)** Management agrees to make available foul weather gear to the skilled tradesmen who are required to perform their duties in winter or inclement weather, when performance of such duties constitutes an irregular assignment having regard to their normal assigned duties.

## Outside Contractor Property

July, 1997

~~Mr. Nick Vuich~~ Mark Epley  
Chairman  
UAW Local #12 Jeep Unit  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

During the course of these negotiations, the Union expressed concern pertaining to contractor equipment, trailers/cribs and vehicles remaining on-site following the completion of a contract or project. In particular, the Union believes outside contractor property left on sight increases or perpetuates the amount of work being performed by said outside parties which infringes on work customarily performed by Toledo Assembly Plant Skilled Trades personnel.

~~The Company informed the Union it would closely monitor the amount and content of outside contractor property on-site. In addition, the Company and Union will continue to address outside contracting issues pursuant to the Collective Bargaining Agreement.~~ Outside contractors will remove their equipment and will demobilize any work stations from the premises upon completion of any contract (s). Specific instances of outside contractors performing work which the Union believes to be contrary to contractual requirements will be referred to the Union Relations Supervisor for expeditious resolution.

Contractor vehicles that park inside the fence line must have a valid pass from Security. A pass shall be given for a good reason, such as the vehicle has stationary equipment needed to perform work.

All other vehicles should park in the parking lot after hand tools or other equipment have been removed for the job.

Very Truly Yours,  
~~Craig T. Dukes~~ Ed Schaeffer  
Human Resources Manager  
TAC

## Jurisdictional Matters

July 28, 1997

Mr. Nick Vuich  
UAW Local #12 - Jeep Unit  
Toledo, Ohio

Dear Sir:

The parties have acknowledged that in order to achieve and maintain competitive advantages, it is necessary to resolve matters in a way that will maintain the efficiency of plant operation. To that end, the following skilled trades jurisdictional work assignments will remain consistent with prior dispute settlements:

A. — Piping air lines from the main or supply line to machinery distribution points surge tank, manifold bikini air regulators, oiler, and moisture trap.

The connection of piping to anything on the machine and piping on the machine will be the responsibility of a Machine Repairman. Piping performed off the machine and to the machine will be the responsibility of the Millwrights. In addition, piping to the surge tank and the manifold regardless of whether on or off the press will be performed by the Millwrights.

The fabrication, modification, installation, of surge tanks and manifolds to presses and machinery including changing the size of nipples and openings in surge tanks. Welding and/or bottling onto machines, including mounting brackets will be the responsibility of a Machine Repairman.

B. — Changing Electric Motors

The changing of electric motors is the responsibility of the Millwrights. When the movement, without disconnect, of an electric motor is incidental to Machine Repair work, the Machine Repairman will move the motor.

C. — Changing of casters and welding on A frame pickers

The changing of casters and welding on a frame pickers is the responsibility of the Millwrights.

D. — Setup and leveling machinery

The Millwrights will continue the current practice of positioning and leveling equipment and machinery.

E. — Maintenance and repair of power roller conveyors.

The power roller conveyors located at the Gilman line will be the responsibility of the Millwrights.

F. — Changing of bolster plates.

The changing of bolster plates including the bolt loosening will be the responsibility of the Die Setters.

G. — Removing and reinstalling clutch assemblies belts on presses.

When it has been pre-determined that the changing of a belt on a clutch assembly is the only repair required, the work will be performed by the Millwrights.

H. — Swing-Away-Arms

The layout fabricating and installing of swing-away-arms on presses is the responsibility of the Machine Trades.

I. — Welding on presses, brackets, hinges, drip edges etc.

The welding on presses, brackets, hinges, drip edges, etc. is the responsibility of Press and Assembly division welders (former MESA).

J. — Changing and aligning motor shafts and gear boxes to couplings inside cranes.

A Machine Repairman will uncouple gear boxes and Millwright will uncouple motor shafts.

Very truly yours,  
C.T. Dukes  
Toledo Assembly Plant



## **Outside Contracting Review Team**

Mr. Dan Henneman  
Chairman  
Jeep Union-UAW Local 12  
Toledo, OH

May 30, 2012

Dear Sir:

During the 2003 Toledo-Jeep Negotiations, the parties discussed at great length matters pertaining to outside contracting notification. In particular, the Union cited many instances where certain in-house non-project work was performed by outside contractors and the local union was not afforded the opportunity to discuss with management outside contracting arrangements due to "time and circumstance" preventing advance notification.

The parties agree that meaningful discussion can only occur between Management and the Union when the outside contracting arrangement is known in a timely fashion. Likewise, it is understood by the parties that emergency situations will arise where time and circumstances may prevent advance notification and discussion.

The parties recognize there is a need for constructive progress in communication for a complete understanding and cooperation of our contractual requirements in this regard. Therefore, the parties agree that an Outside Contracting Review Team be established on the local plant level consisting of the Plant Union Relations Supervisor, the Plant Manufacturing Engineering Manager, the Chairman and the Local Skilled Trades Committee Representative or any additional personnel deemed necessary by either party. The Outside Contracting Review Team shall meet on a regular and recurring basis or after 3 calendar days upon request from a member of the contract review team to review current maintenance and construction programs and plans for the facility. This committee will meet weekly to review each areas intents, purchase orders, and work order request, to determine the cost burden and volume of Collective Bargaining Unit work which has been awarded to outside contractors and vendors, to determine if the proper required to run number of personnel is being utilized. AME will be required to attend the outside contractor review team meetings.

The review process will be a positive approach for sharing information on manpower skills, equipment, and facilities to do the work competitively in quality, cost and performance, and within projected time limits.

In a further effort to ensure all relevant considerations have been reviewed by the Company and Union prior to letting an outside contract for the performance of skilled maintenance and construction work, the parties have prepared a Checklist to guide the local review of potential outside contracting matters. The checklist is to be used in conjunction with the Outside Contracting Review Team Meetings and is intended to assist in the advance discussion of projects other than those of an emergency nature. A list of present contractors who have gate passes and gate vehicle passes is to be made available to the O/C/E Chair and Skilled Trades Committeeman. All contractor vehicles admitted must have a visible company name in addition, there must be good reason for such vehicle to have a pass, such as it has stationary equipment needed to perform their work. Hand tools and other equipment are to be removed and the vehicle to be placed in the parking lot.

Very truly yours,  
Len Sennish  
Human Resource Manager

## Warranty and Service Agreements

May 30, 2012

Mr Dan Henneman  
Chairman  
Jeep Unit—UAW Local 12  
Toledo, Ohio

Dear Sir:

~~During the 2002 negotiations, there was considerable discussion regarding the subject of warranty and service agreements. The Union expressed serious concern relative to warranty arrangements that extend beyond those customarily provided by suppliers and certain service contracts. They further asserted that certain locations fail to provide the Union with proper notice when suppliers are in the plant to perform particular warranty or service agreement work, especially during off-shifts and overtime periods. The Corporation reaffirmed that good business practice includes the use of warranty arrangements sufficient to assure that equipment purchased by the Corporation performs according to specifications required by the purchase contract. The Corporation further explained that to remain globally competitive, it must be able to utilize warranty arrangements and/or service contracts ordinarily provided by suppliers.~~

~~In an effort to address the Union's concerns, it is agreed that any time a supplier visits a facility to perform warranty or service agreement work, as provided in the purchase agreement between the parties, the Union will be notified and an employee on that shift with the appropriate skilled trades classification will be assigned with the supplier. Additionally, in the event other employees from the same supplier are performing different warranty or service agreement work in other areas of the plant, an employee with the appropriate skilled trades' classification will be assigned with the supplier. The purpose of this assignment is for the employee to receive training, become familiar with the new equipment, and to help ensure a smooth transition of responsibilities to our skilled trades upon expiration of the warranty and/or service agreements.~~

~~Where concerns or abuses are cited by either party regarding the aforementioned understanding, such matters will be discussed in Outside Contracting Review Team Meetings in an attempt to reach a mutually satisfactory resolution.~~

~~Finally in order to mitigate the potential for outside contracting, No Warranty or service agreement should be entered into or renewed without prior notification with the Union.~~

Sincerely,

Len Sennish  
Human Resources Manager  
Toledo Assembly Plant

## Service Contracts

May 30, 2012

Mr. Dan Henneman  
Chairman  
Jeep-Unit UAW Local 12  
Toledo, Ohio

Dear Sir:

This letter is to affirm the Company's commitment to provide the Skilled Trades Union Leadership, upon request a list of all service contracts.

Sincerely,  
Len Sennish  
Human Resource Manager

## Skilled Trades Project Coordinator Responsibilities and Tasks

May 20, 2012

~~Mr. Dan Henneman~~ Mark Epley  
Chairman  
Jeep Unit - UAW Local 12  
Toledo, Ohio

XX-XX-XXXX

Dear Sir:

During the course of these 2015 negotiations, the parties discussed ~~the~~ utilization of the skilled trades' employees on project work and what the key responsibilities and tasks of a Project Coordinator would be. The Company agreed effectiveness of the Skilled Trades Project Coordinator classification process denoted in Letter (211), Skilled Trades Project Coordinator, of the FCA/UAW production maintenance and parts agreement will be fully utilized.

- ~~• The parties have agreed that the classification of Skilled Trades Project Coordinator will be expanded and made available to all U.S. manufacturing and assembly plants.~~
- ~~• Both local parties agree to participate;~~
- ~~• The plant submits a joint request in writing to the Corporation and the Chrysler Department of the International Union defining the scope and anticipated duration of the project; number of employees by classification in the project work group; training plans and the role to be performed by the Skilled Trades Project Coordinator;~~
- ~~• The rate for the Skilled Trades Project Coordinator who leads such work groups will be \$1.00 above their normal classification rate for the duration of a specific project meeting the guidelines of this letter. The Project Coordinator must assume the key responsibility as well as the majority of the representative task contained in the attached exhibit;~~
- ~~• The local parties will evaluate and measure completed projects for cost, timing, quality, and efficiency and provide such information prior to requesting approval for any additional projects; and;~~
- ~~• The program may be suspended at any plant based upon the recommendation of either party and with the concurrence of the DaimlerChrysler Department of the International Union and the Corporate Union Relations Staff.~~

The ~~f~~Following are the key ~~J~~job ~~D~~duties of the Skilled Trades Project Coordinator:

### I. Key Responsibilities:

Accountable for operational and administrative aspects of the project work group, including progress toward group goals, shift start-up, overtime, record keeping, team training progress, safety and housekeeping. (Not responsible for employee discipline or for authorizing hours of work or pay.)

- Function as a liaison between group members and other internal and external support functions.
- Provide information and advice to management and outside contracting subcommittees, as appropriate.

- Plan, organize, and facilitate project work group meetings to resolve problems, competitiveness, and other issues in the spirit of continuous improvement.
- Coordinate the activities and assignments of all employees assigned to the project work group including different skilled trade classifications and non-skilled employees based on the specific requirements of the project.

## II. Representative Tasks:

1. Plan, schedule, and facilitate project work group meetings.
2. Coordinate maintenance and project activities between production, engineering, and scheduling activities.
3. Solve problems using authority delegated – including discussions with appropriate plant personnel or outside project representatives.
4. Plan and coordinate project work group activities and assignments as necessary.
5. Plan and provide or arrange for appropriate training (OJT or classroom).
6. Promote safety, quality, and housekeeping.
7. Promote and ensure constant improvement in the group (e.g., quality, cost, and efficiency).
8. Obtain materials and supplies for the group.
9. Be knowledgeable of all operation within the project work group; provide coverage for group members who are away from the work area (i.e., absent, emergency first aid, etc.). And perform other tasks to facilitate project goals.
10. Maintain team records, such as overtime scheduling/equalization, training, etc.
11. Participate in management meetings and communicate the needs of the team.
12. Responsible for morale and performance of the team.
13. Encourage group to meet responsibilities.
14. Other tasks as determined by the specific project requirements.

Sincerely,  
~~Len Sennish~~ Ed Schaeffer  
Human Resources Manager  
TAC

## Project Crew

May 30, 2012

Mr. Dan Henneman  
Chairman  
Jeep Unit - UAW Local 12  
Toledo, Ohio

Dear Sir:

~~During the course of negotiations, the parties discussed the full utilization of Skilled Trades employees, including the performance on project work. The Union expressed concern over seniority employees not having the opportunity to participate in projects throughout the complex. To that end, the parties agreed that in the event the plant secures project, construction and/or other specialized work, to bid work assignments to eligible seniority employees according to the following guidelines:~~

- ~~○ The company will identify & define the scope of work as well as the projected length of the project(s).~~
- ~~○ The company will establish the number of employees and the shift to complete the project competitively and efficiently.~~
- ~~○ A Project Coordinator will be identified to lead the work group where applicable.~~
- ~~○ Project work assignments will be bid to the appropriate classification(s) complex wide to seniority employees who are eligible to participate in the bid process.~~
- ~~○ Subsequent openings will be bid according to the 2003 primary bid language.~~
- ~~○ Separate overtime groups will be established for each project unless mutually agreed to by both parties.~~
- ~~○ Upon completion of a project, employees will be utilized to fill manpower requirements created by absenteeism, vacations, inverse layoffs, and temporary or permanent openings.~~

~~In the event of a reduction in force, the parties agree to return to established guidelines in the Skilled Trades Supplement, Section 7.~~

Sincerely,  
Len Sennish  
Human Resource Manager

## Joint Review of Sourcing Issues

September 17, 2003

Mr. Nick Vuich  
Chairman  
Jeep Unit — UAW Local 12  
Toledo, Ohio

Dear Sir:

~~The parties agree that (to remain globally competitive in our industry) mutual sharing of information and good communication are critical to the success of both parties.~~

~~The parties agree to jointly review potential opportunities to fully utilize our workforce. To this end, the Union expressed interest in interactions with other parts of the organization, such as AME, to review changes in tooling, equipment, etc. Modifications to tooling, facility and product processes are being planned. The Company will ensure the information will be made available for discussion in preparations for modifications, etc.~~

~~The involvement of the Union on the issues listed above are encouraged from all levels of Management, AME, etc. The Company assures the Union that information will be made available through Outside Contractor Review meetings prior to any outside contracting / outsourcing.~~

Sincerely,  
Thomas G. Maxon  
Sr. Manager Human Resources

## Supplier Quality

November 6, 2003

Mr. Nick Vuich  
Chairman  
UAW Local 12 Jeep Unit  
Toledo, Ohio

Dear Sir:

~~During the course of these negotiations, the parties discussed at length the issue of non-bargaining unit employees performing rework and/or sorting operations within the plant. The Company and Union recognize the importance of assuring supplier quality and accountability to ensure the production of world-class vehicles and to close the competitive gap. Due to the nature of the issue and production requirements, the parties recognize that non-bargaining unit employees would not be allowed to perform continuing rework and/or sorting operations. The parties agree non-bargaining unit employees will be allowed to perform continuing rework and sorting operations for a maximum of twenty (20) days to correct a specific problem, after which time the rework and sorting operation would be assigned to the plant employees or the nonconforming material will be returned to the supplier for rework and sorting. This agreement would not be in effect for a maximum of six (6) weeks following the introduction of a new part, model change, or launch of a new vehicle. The Company will continue to make available relevant information to the Union consistent with current practice.~~

~~This letter is also intended to reaffirm the Company's commitment to the process established in 2002 regarding yard purges. Any concerns related to suppliers on-site will be referred to the Supplier Quality Manager, Labor Relations Supervisor, and District Committeeman for immediate assessment and appropriate action when necessary.~~

Sincerely,  
Thomas G. Maxon  
Sr. Manager Human Resources

Concur  
/s/ Nick Vuich

\*\*This letter has been superseded by the agreement signed on May 30, 2013.



## ~~Excessive Amount of Overtime~~

~~October 27, 1987~~

~~Mr. J. Sizemore  
Regional Director, UAW  
2300 Ashland Avenue  
Toledo, Ohio 43620~~

~~Dear Jack:~~

~~In response to the Union's concern that management will require employees to work an excessive amount of overtime when the Overtime Agreement is suspended following the launch of a new press line or new vehicle line, management assures the Union that during such periods when the Agreement is ineffective, employee will not be required to work Sundays nor more than ten (10) hours daily (Monday-Saturday) in production areas and twelve (12) hours daily (Monday-Saturday) on repair operations.~~

~~Very truly yours,  
David Linn  
Manager, Human Resources  
Toledo Jeep Plant~~

Radio and Pager Maintenance (**Service Contracts Page 63**)

September 4, 2002

Mr. ~~Nick Vuich~~ Mark Epley  
Chairman  
Jeep Unit – UAW Local 12  
Toledo, Ohio

Dear Sir:

This letter is to reaffirm that historically Toledo Assembly's Electricians have performed repairs of plant radios and pagers. Due to the switch from analog to digital during the first year of the contract the company commits to provide training to electrical personnel for the repair and maintenance of the digital radios. ~~At the present time, there are no plans to change the current practice.~~ This agreement practice will remain in effect for the duration of this Agreement.

Sincerely,  
~~Thomas G. Maxon~~ Ed Schaeffer  
Sr. Manager Human Resources  
TAC

## **Weekend Overtime Opt-Out Letter**

September 11, 2002

Mr. Nick Vuich  
Chairman  
Jeep Unit — UAW Local 12  
Toledo, Ohio

Dear Sir:

~~The parties recognize the need to stay globally competitive and to maintain the momentum gained from the lean manufacturing principles applied to this complex. To that end, there will be times in which weekend overtime work, due to weekend production, will be required. As a result, the subject of opting out of said overtime was discussed at length.~~

~~During current market conditions, while weekend production is running equal to or less than one (1) time per month, the employee who's work content is affected by the production will be required to work that overtime in order to maintain the continuity of operations.~~

~~If, however, such a time occurs that weekend production occurs on a more frequent basis, the parties agree to both return to the established guidelines in Article XI, Paragraph 1, as well as meet to discuss possible alterations to the "Opt-Out" procedure.~~

Sincerely,  
Thomas G. Maxon  
Sr. Manager Human Resources

## Specialized Training

May 30, 2012

XX-XX-XXXX

~~Mr. Dan Henneman~~ Mark Epley  
Chairman  
Jeep Unit - UAW Local 12  
Toledo, Ohio

Dear Sir:

During the course of negotiations, the Union expressed interest in training for Skilled Trades employees on specialized work assignments currently performed by outside contractors. The parties discussed this at length within the framework of the necessity to remain competitive in a global automotive industry. In the past, many challenges arose a result of pre-existing barriers such as overtime, manpower movement, etc. that prevented the Company from fully utilizing its Skilled Trades workforce. The Company and the Union were in accord that the lack of flexibility threatened its ability to be truly competitive.

The common goal of the Company and the Union is to become a world-class manufacturer and the benchmark of the industry. Intense foreign and domestic pressures have forced both parties to find new ways of doing business. To that end, a commitment was made to explore opportunities to better utilize its existing workforce and expound upon the current knowledge base. The parties agreed to finalize a business case for specialized training which provides for creative ways to utilize those skills to enhance the business enterprise. Specialized training and improved processes to better utilize our workforce also corresponds to the goal of migration toward Skilled Trades teams.

To maintain operating efficiencies while facilitating sophisticated training, new ways of assigning work have to be adopted. In order to enhance cooperative efforts and to create a framework promoting teamwork and non-adversarial communication while sustaining an environment that promotes constructive problem solving, the following guidelines were agreed to as a result of the discussions:

- The parties acknowledge the necessity to maintain and continue to develop certain specialized skill sets such as vibration analysis, ~~spraying lab~~, infrared analysis, ~~facility walkthrough~~, etc. in addition to developing new types of specialized skill sets such as fiber optics installation (all communication wires) and torque gun systems.
- Employees who accept work assignments that require specialized training will be required to stay in their current work assignment for eighteen (18) months from the completion date of the training.
- Employees who possess specialized skills and accept new work assignments will be retained in their current work assignment until a replacement is fully trained and proficient in the necessary subject matter.
- Employees who possess specialized skills may be scheduled to any shift out of line of seniority or overtime hours as well as assigned to other forms of alternate work schedules.

All training will be mutually agreed upon by the Union and Company ~~Specialized training for a particular bid must be completed within 6 months of the employee taking the bid.~~

Specialized training for a particular bid must be completed within 6 months of the employee taking the bid.

If the specialized training does not occur in 6 months of taking the bid, barring circumstances beyond the control of Management and recognized by the Union, then the bid resorts back to a regular bid status and all specialized training requirements ~~are no longer applicable~~ applies to said employee.

After completion of Specialized Training plus eighteen (18) months of Specialized Work, the employee may bid off, or be bumped off the Specialized Training job.

Upon ratification all specialized bids will be jointly reviewed to appraise any required training updates.

Sincerely,  
~~Len Sennish~~ Ed Schaeffer  
Human Resources Manager  
TAC

## Overtime Canvass

September 23, 2003

Mr. Nick Vuich  
Chairman  
Jeep Unit - UAW Local 12  
Toledo, Ohio

Dear Sir:

The parties agree that there is a need to monitor and react to acceptance rates for weekend overtime in Skilled Trades. To that end, the parties had lengthy discussions regarding the impact on operations due to a lack of manpower during weekend overtime in Skilled Trades. In order to ensure a full crew is available for each shift, the procedure must reflect an efficient and sound process that enables the Company and Union to timely schedule, and where necessary, react to shortfalls. Additionally, the Union expressed concerns regarding shift preference on overtime.

Accordingly, within three (3) months upon ratification of the Agreement, the parties commit to review the overtime canvass procedure and to accordingly post plant wide. When reviewing the above, it's necessary to ensure the administration of the process is aligned with the governing guidelines. The procedure will be periodically reviewed and modified, if necessary, to address shortfalls and to implement corrective measures that maintain operational efficiencies within each department.

Sincerely,  
Thomas G. Maxon  
Senior Manager - Human Resources

# OFFICE/CLERICAL AND ENGINEERING SUPPLEMENT

## General

- (85) The provisions of the Agreement dated September XX, 2015 between Toledo Assembly Plant and Local 12, UAW and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, shall apply to the Company's Office and clerical and Technical and Engineering employees unless such terms and conditions are specifically modified or excluded by this Supplement.
- (86) The rate manual, departments covered by this Agreement, letters, and seniority lists covered by this Supplement are set forth in the Rate Manual.

## Probationary Employees

- (87) New employees hired in either the Office and Clerical Unit or the Technical and Engineering Unit shall be considered as probationary employees for the first one hundred twenty (120) days of their employment in their respective period shall be accumulated within not more than one (1) year. When an employee finishes the probationary period, by accumulating one hundred twenty (120) days of employment within not more than one (1) year, he shall be entered on the appropriate seniority list and shall rank for seniority from the day one hundred twenty (120) days prior to the day he completed the probationary period. There shall be no seniority among probationary employees.

## Acquiring Seniority

- (88) ~~In interpreting Article IX, Paragraph 1 in the 2011 Local Agreement,~~ A probationary employee acquires seniority at the completion of his shift on his 120th day of employment, provided however:

If he works any part of the 120th day and is laid off on that day, he will be considered a seniority employee. If he is discharged before the end of his shift on the 120th day, he will be considered a probationary employee. Days lost during the probationary period for the following reasons will not be considered as "days of employment":

- (1) Any period of five (5) or more consecutive normal work days on which the employee does not work such as model change, temporary adjustments, inventory, non-occupational disability, or personal absence or any combination thereof.
- (2) Days lost due to a strike or other interference with production whether authorized or not.
- (3) Days lost due to disciplinary layoff.

A probationary employee whose 120th day of employment falls on a designated holiday, or a Saturday, or Sunday, and who is not scheduled to work that day, will be considered a seniority employee as of the completion of his shift on the 120th day provided he reports for work as scheduled following such holiday, Saturday or Sunday. If the employee fails to report for work as scheduled following a designated holiday, Saturday or Sunday on which his 120th day of employment fell, and is thereafter separated from employment without returning to work, he will be considered a probationary employee and separated as of his last day worked.

## Seniority--Other

- (89) The seniority date of employees presently on roll is properly reflected on the current seniority lists.
- (90) Any employee transferred into an Office and Clerical or Technical and Engineering Classification from another unit within the bargaining unit covered by the Agreement shall be required to serve a new probationary period.

(91) The seniority ranking of employees will be determined by using the lowest last (4) digits of the employee's social security number. In those instances where duplicates exist, seniority will then be determined by proceeding to the fifth lowest number or until the lowest number is established.

### **Bid Right--Office/Clerical Only**

(92) When jobs are created, reclassified, or permanent vacancies occur, the following procedures shall apply when filling such vacancies:

- (a) The 1<sup>st</sup> move of the bid will be within the department; the 2<sup>nd</sup> move of the bid will be within the group and the 3<sup>rd</sup> move of the bid will go to the 66C list.
- (b) Open jobs (vacancies), if not filled within the department where they exist shall the open position will be filled from the 66c list by the Employment Office.
- (c) If the open position(s) cannot be filled on the basis of the above procedure, then the position is open for new hire.
- (d) Selection will be made according to seniority, ability and basic qualifications to include employees laid off from the Office and Engineering Groups.
- (e) If work is moved, Article IX, Paragraph 20 in the 2011 Local Agreement, Subparagraph (166) shall be applied.

(93) In all cases, all employees must meet the basic qualifications according to the job description And have the proper ability to do the job. Management and the Union shall insure that said employees possess such qualifications.

(94) In proper cases, testing procedures and actual tests as agreed to by the Company and the Union shall be used to determine ability for the employees. These tests shall be administered by the Company with a Union representative present.

(95) The Company shall notify all successful applicants of the disposition of their application within 24 hours.

### **Bid Rights - Technical/Engineering**

(96) When jobs are created, reclassified, or permanent vacancies occur, the following procedures shall apply when filling such vacancies:

- (a) Bids will be posted by the O/C/E Chairman for a period of 24 hours within the engineering department.
- (b) Open jobs (vacancies), if not filled within the classification where they exist, shall be filled by the Employment Office from the 66C list.
- (c) The engineering department shift to shift bids will be done throughout the current department only that the employee is working in at the time of the bid. The employee will be afforded the opportunity to do a plant wide shift to shift bid once a year in January.
- (d) If a temporary opening occurs and a replacement is needed, it shall be filled through the Employment Office. If such opening becomes permanent, the procedure as outlined in (a) through (c) above shall apply. (Refer to proposed letter titled "Supplemental Engineering and Office Workforce" for procedures on supplementing temporary openings).



- (97) When an Engineering employee is recalled to his former classification, he will be paid a rate within this classification relative to his former rate; however, if the employee accepts a lesser classification in his former department he will be paid the highest rate in this classification. If the highest rate in the lesser classification is higher than his former rate, he shall receive his former rate.
- (98) If the employee accepts a classification in any other engineering group, his pay rate will be subject to negotiations based on his qualifications and ability to perform work.

#### **Layoffs Pro-Rating Rights--Recalls**

- (99) When a permanent decrease in the force is necessary, employees shall be laid off by classification, in order of seniority; however, ability of employees shall be a factor in such recall and layoff. All layoffs made out of line of seniority will be subject to the approval of the Executive Committee.
- (100) When an Office employee is laid off, the employee shall report to the Employment Office to exercise seniority, ability and basic qualifications permitting. If an employee is displaced for any reason from a department, the Company must release the employee within a reasonable time to protect the efficiency of the operations.
- (101) Employees must take any open job in his last permanent salary grade, seniority and qualifications permitting. If there are no open jobs, he shall bump the youngest seniority employee in his last permanent salary grade seniority and qualifications permitting.
- (102) The employee then shall bump the lowest seniority employee in a higher grade until he has exhausted his seniority in the higher grades, then he shall bump down below the salary grade laid off from.
- (103) It shall be the responsibility of supervision to give proper instructions to employees new to any job.
- (104) Laid off employees shall be notified by the Employment Office of all open jobs and/or new jobs before new people are hired, provided they notified the Employment Office of any new skills they have acquired that might qualify them for such job.
- (105) If an employee's job is eliminated and the job is reactivated within thirty (30) days, the employee that was laid off shall be given the choice of returning to the job.

#### **Reduction in Engineering Force**

- (106) When there is a permanent reduction, such layoffs shall be by the lowest seniority employee within the classification in the department.
- (107) The effected employee may then bump the lowest seniority employee in the following order:
- a. same classification
  - b. in another classification within the seniority group provided the employee has the ability to perform the work.

#### **Engineering Reclassifications**

- (108) When an Engineering employee is to be reclassified within his own seniority group such reclassifications shall be based on ability and seniority within that seniority group.
- (109) An Engineering employee reclassified in his own seniority group to a classification he previously held will return to his former relative salary position.

- (110) Before an employee is reclassified to a permanent position, if there is an employee with greater seniority laid off with the classification that the permanent position is reclassified as, such employee shall be recalled.

#### **Rate Performance Reviews Progression--Office and Clerical**

- (111) In the Office Rate Section, the policy which has been in effect with references to the time at which Office employees receive increases shall be outlined in the appropriate section of the rate book. Office employees in salary level 10, 11 and 12 will receive automatic increases as provided in their appropriate section of the rate book up to the mid-point of their wage level. Increases beyond the mid-point of the appropriate wage to the maximum rate of pay for the wage level will be based on merit and ability. Merit reviews will be made on all such employees every six (6) months. The merit raise shall be based upon the merit review by Management and the O/C/E Chairman.

#### **Performance Appraisal and Wage Increase--Technical/Engineering Only**

- (112) The performance appraisal and wage increase program is available after 4 years and is intended to serve as a means of improving employee's effectiveness on the job as well as serve as the basis for wage increases and in preparing them for increased responsibilities. The decisions will be made by the following engineering review committee consisting of the O/C/E Chairman, the Center Manager and the HR Manager. The 4 year appraisal will not exceed \$1.50 if meets the proper qualification.
- (113) Each employee's performance appraisal review shall be conducted once each calendar year between the period of July through September October through December Failure to do so shall subject the matter immediately to the Engineering Review Committee for review.
- (114) Newly hired employees will have their performance reviewed within six (6) months from date of hire.
- (115) The immediate supervisor will complete the appraisal form and conduct a formal performance appraisal discussion with each employee in the presence of the OCE Chairperson.
- (116) In cases where a new hire's employee's performance is marginal or unsatisfactory, the supervisor will conduct a formal appraisal discussion within a three (3) month period.
- (117) When the discussion is completed, the employee will be asked to sign the appraisal form. This signature only acknowledges that a performance appraisal was held. It does not necessarily imply agreement with its content.
- (118) When the employee is granted an increase the amount will be influenced by the employee's individual performance and eligibility.
- (119) Increases will be processed as expeditiously as circumstances allow.
- (120) An employee and the OCE Chairperson are to be notified of the wage adjustment only after the transaction has been approved and a confirming copy is made available for the employee.
- (121) In the event there should arise a dispute or problem with respect to the wage increase that cannot be resolved at the department level, such matters may be referred to the Grievance Procedure.

#### **Advanced Technology--Office and Clerical Only**

- (122) Where, as the result of advancing technology it is anticipated that an impact upon the scope of the Office Unit may occur, the Company will discuss the matter with the Review Committee. Such discussion will take place as far in advance of implementation of such a technological change as is practicable. The Company will at the time

describe for the Union the extent to which such technological changes may affect the work performed by represented employees.

- (123) When work performed by Office Unit employees is altered as the result of technological changes, the employees will have the opportunity to progress with such technology. Where practicable, the Company will make available short range specialized training programs for qualified employees within the Unit.

### **Engineering Training**

- (124) The training of engineering employees shall be the responsibility of the Company, jointly administered with equal representation from both the Company and the Union. The training program shall be considered as an inseparable part of this Agreement. The training will be agreed upon through the OCE Chairperson and the Labor Supervisor.

### **Retraining Engineering Employees**

- (125) In the interest of keeping pace with changing times, methods and processes, an engineering employee will be considered for retraining in the technology of a classification or an occupation.
- (126) The administration of the Engineering Retraining Program shall be agreed upon by the OCE Chairperson and the Labor Supervisor. The joint responsibility of the Technical Training Committee which is composed of equal representation from the Company and the Union.
- (127) It is the duty of the OCE Chairperson and the Labor Supervisor this Committee to review and evaluate each case as may be required and determine policy, procedure and standards as well as resolve any issues involving the individual or the Retraining Program.

### **Training in Advanced Engineering Technology**

- (128) In the interest of keeping pace with Advanced Engineering and Computer Technology, the Company will endeavor to train its Engineering employees in these new methods and technology(s) as the need arises.
- (129) Training in these new areas shall be the responsibility of the supervisors. However, when it is beyond the scope of the immediate supervisor to provide the necessary training, then such training shall be referred to the OCE Chairperson and the Labor Supervisor Engineering Training Committee who shall recommend, to those concerned, as to the best possible way to implement such training.

### **Sick Time**

- (130) For each month that employees have worked forty (40) hours or more, they will be allowed to accumulate one (1) day sick time allowance for personal sickness.
- (131) When such time is not used by the employee, it shall be accumulated from month to month and year to year. The maximum time that can be accumulated will, one hundred and sixty (160) hours. Beginning May 02, 2004, the pay out of any excess over 160 hours will be eliminated. Beginning on the following dates the maximum accrual will be the hours indicated. There shall be no pay out for excess hours.

May 2016 160 hours  
May 2017 160 hours  
May 2018 160 hours  
May 2019 160 hours

When an employee has accrued the maximum number of hours permitted hereunder, the Company shall continue to accrue additional sick time hours earned and not used by the employee.

- (132) An employee drawing benefits under the sick and accident provisions of the Health Security Plan or who is receiving benefits under an applicable worker's compensation statute for temporary total disability, shall receive and be charged only for sick pay in the amount equal to the difference between the amount of benefits he is receiving and his regular rate of pay.
- (133) Reasonable evidence, including medical evidence when requested, as to the accuracy of the reason, shall be presented to the Company before such time shall be allowed. The intent of this paragraph is to apply it to those employees who abuse the provisions of this Section.
- (134) The sick time will be paid out Monday thru Friday and on posted mandatory Saturdays at straight time.
- (136) For the purpose of computation under this paragraph, the employee's year shall be the same as Vacation/PAA eligibility as referenced in Article XIV, Paragraph 7 in the 2011 Local Agreement.
- (137) An employee may utilize up to four (4) days of his accumulated sick time per year for personal business. To be eligible to use days for personal business, an employee must give at least five (5) working days advance notice to his supervisor, there must be no adverse impact on the operation involved, and if more employees working for the same supervisor request the same day off than can be accommodated, the employee(s) who requested first will be granted the day off.

### **Engineering Vacations**

- (138) Vacations will be granted at such time during the year as are suitable, considering both the wishes of the employee and efficient operation of the Engineering department concerned.
- (139) Accrued vacation for all employees on the Engineering Seniority List may be scheduled during the twelve (12) months following the end of the vacation period.
- (140) Vacations will be taken in a period of consecutive days beginning anytime during the week and shall consist of one or more weeks up to and including the number of days which the employee is entitled to under the vacation provisions of this Agreement providing such schedules will not interfere with departmental operations. Any deviation or alternate schedules, at the request of the employee, must have the approval of the employee's supervisor.
- (141) A vacation may not be postponed from one year to another and made cumulative or scheduled back to back with another year.
- (142) Engineering employees shall submit their vacation request by two weeks before the start of the vacation year. The department supervisor shall approve or disapprove this request by June 1. Any dispute will be resolved by the grievance procedure.
- (143) Any changes after the start of the vacation year will be subject to mutual agreement between the employee and the department supervisor.
- (144) Technical and Engineering employees are not covered by the plant vacation shutdown provisions unless approved by supervisor.

### **Overtime**

- (145) Overtime work shall be performed by the individual who performed the required work during the regular shift in order to ensure job continuity.

- (146) All hours not worked when an employee would otherwise have been scheduled will be considered hours worked and will be shown on the employee's record.
- (147) Employees transferred or returning from an authorized leave of absence of four weeks or more shall assume the average hours then current for that classification.
- (148) Management will endeavor to the best of its ability to equalize overtime hours among employees on the same classification within the department on the same shift over a reasonable period of time.
- (149) Probationary employees will not work overtime unless all seniority employees on their classification in the same department on the same shift are working. Upon acquiring seniority probationary employees will be given the highest hours in their respective equalization group.
- (150) OFFICE AND CLERICAL ONLY--When Saturday, Sunday or Holiday overtime is required and where a group of employees hold the same classification on the same shift in the same department are regularly assigned to a like job or operation, the employee possessing the least number of hours in the equalization group will be afforded the opportunity to work the available overtime, provided such employee has the ability to perform such work without break-in.
- (151) Management will, to the best of its ability, provide notice to employees of overtime as far in advance as circumstances in each case permit; generally overtime notice will be given on Thursday for Saturday overtime, and notice will be given on Friday for Sunday overtime assignment. Management will endeavor to provide 4 hour notice on daily overtime.
- (152) Overtime will be charged at the rate of time for which the hours are compensated.
- (153) Overtime records will be maintained and posted in each department by classification and by shift. Upon request, management will make available a copy of such records to the appropriate Union representative.
- (154) In instances where the Union feels that individual overtime assignments are excessive or excessive amounts of departmental overtime is continually worked, such cases shall be discussed between the Union and the appropriate company representative for prompt review and resolution.

#### **Overtime Premium**

- (155) Hours worked on a calendar Sunday or calendar holiday will be paid at double time.

#### **Outside Engineering Contract Work**

- (156) When the Company anticipates awarding engineering work to an outside source, which is like or similar to work normally performed by the department affected, the following policies shall prevail:
- (157) Notify in writing the department Steward. If a dispute exists and it cannot be resolved, it will be referred to the O/C/E Chairman or his designated representative and the Manager of Human Resources. If the dispute is still not resolved, the matter may be referred to the grievance procedure and the contract will be let to the outside source.
- (158) This policy encompasses engineering work and in addition, where practical, facility and maintenance work as may be required for the Engineering Division.

#### **Job Descriptions OFFICE AND CLERICAL ONLY**

- (159) A book of job descriptions shall be maintained and updated by the Employment Office and a copy provided the O/C/E Chairman. Any additional work added to an employee shall be subject to review and the job description updated. A copy of the changed or updated job description shall be tendered to OCE Chairman.

- (160) The respective supervisors will submit the job duties of the job to be reviewed to the Employment Office and all other required information needed for a determination will be secured by the O/C/E Chairman.
- (161) Any unresolved disputes may be reduced to a written grievance and initiated at the 3rd level of the Grievance Procedure. If the grievance is referred to an arbitrator, he will be empowered to determine the proper pay grade for the job, using as a basis for his decision, but not limited to, the complexity and responsibilities of the job, a comparison with other jobs within the Office Unit, and the effort and skill required for the new job.

#### **Non-Represented Employee Returning to Unit--Office/Clerical**

- (162) A supervisor or a non-Union employee returning to the bargaining unit will be placed on an open job in accordance with his seniority. After five (5) working days if there is no open job, he will bump the lowest seniority employee in his last permanent salary grade.

#### **Open Requisitions**

- (163) Management will continue the practice that upon request, the Employment Office Personnel Department will inform the appropriate Union Representative of approved requisitions for open bargaining unit jobs.

#### **Career Opportunity in Office/Clerical and Engineering Groups**

- (164) Management agrees to give consideration to qualified employees who submit to the Employment Office a resume of their education consisting of 2 years college or an Associate's Degree, work experience and who specify the department and position they seek. Management retains the right to hire the most qualified factory seniority group or new hire applicant. If the employee is promoted to a non-supervisory Office/Clerical or Technical/Engineering Bargaining Unit position and is thereafter transferred to a position in the Factory Seniority Group, they shall accumulate seniority while working in the position and when so transferred shall commence work as a Factory Seniority Group employee with a seniority ranking they had at the time of the promotion, plus the seniority accumulated while they were working in such position.

#### **Temporary Hires**

- (165) On occasions the Corporation finds it necessary to hire additional employees in temporary positions. Temporary employees are hired for a period not to exceed one hundred twenty (120) consecutive calendar days. They are used for such purposes as replacing employees on vacation or leave of absence. Temporary employees are not hired to fill positions which are permanent openings or where qualified laid off seniority employees are available. The utilization of temporary hires shall not diminish the rights of seniority employees under other Sections of this Agreement. If the job exceeds (120) consecutive calendar days the Labor Supervisor and the O/C/E Chairperson will review for further discussions and decisions. Claimed violations of the above may be referred to the Grievance Procedure.
- (a) When filling in on a permanent opening for reasons other than vacations or a sick leave.  
The job must not exceed 120 days.
- (166) Because of the limited term of their employment, these temporary employees are not eligible for benefits available to regular employees under our agreement.
- (167) It is the Corporation's position that temporary employees are entitled to receive only the cost-of-living allowance, shift premium, overtime premium, and other general type adjustments applicable to Office and Clerical and Technical and Engineering employees.
- (168) Temporary employees hired to positions included in a bargaining unit would be subject to the Union security provisions of the Agreement and would be classified and paid in accordance with the normal plant procedures.

**(169)** It is not intended that an employee be repeatedly hired as a temporary employee for the purpose of depriving the employee of benefits he would be entitled to receive as a regular employee.

**Signatures--Office/Clerical and Technical/Engineering Supplement**

INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW)

(UAW Local NO. 12 Jeep Unit)

Mark Garrett  
O/C/E, Chairman  
Jeep Unit – Local 12

Ed Schaeffer  
Human Resources Manager  
TAC

## Supplemental Office, Clerical and Engineering Workforce

~~Mr. Dan Henneman~~ Mr. Mark Garrett  
O/C/E Chairman  
Jeep Unit – UAW Local 12  
Toledo, Ohio

~~May 20, 2012~~  
September XX, 2015

Dear Sir:

The parties had lengthy discussions regarding the Supplemental Engineering Workforce outlined in the letter dated ~~August 14, 2002~~ September XX, 2015. If it becomes necessary for the Company to fill a permanent Engineering opening, temporary Engineers will be given the first opportunity after fulfilling the requirements in Section 96 of the Office/Clerical and Technical Engineering Supplement. When a temporary Engineer becomes permanent, his seniority date will be his date of entry into the Engineering group as a temporary Engineer. The parties have discussed in some cases a temporary Engineer may be utilized without all the requirements needed, if they become permanent his/her seniority date would not begin until they have fulfilled all requirements needed. Once their requirements are met that would determine their seniority date in the Engineering Group.

- If a temporary engineer occupies a job for more than 120 days, the job will be reviewed by Labor Relations and the O/C/E Chairman to determine if the job should be made permanent.

Sincerely,  
~~Len Sennish~~ Ed Schaeffer  
Human Resources Manager  
TAC

/s/ Mark Epley



## Engineering Workforce

Mr. Nick Vuich  
Chairman  
Jeep Unit - UAW Local 12  
Toledo, Ohio

August 6, 2002

Dear Sir:

During the course of the negotiations, the parties discussed the circumstances that will require scheduling probationary engineering employees prior to seniority engineers for work during plant shutdown periods and holidays.

As a result, the Company will endeavor to utilize seniority employees within the same classification and department prior to probationary engineering employees, except in cases in which this would cause an adverse impact on efficiency, such as the continuance and/or completion of a project.

Sincerely,  
Thomas G. Maxon  
Sr. Human Resources Manager

## Suppliers in the Plant

May 30, 2012

Dan Henneman  
Chairman  
Jeep Unit – UAW Local 12  
Toledo, Ohio

Dear Sir:

During these negotiations, the Union expressed concern for the security of its membership and frustration over certain communication issues as well as complaints over the job assignments of non-Toledo Assembly personnel while in the plant.

The Company agrees that early involvement in special projects is key to a smooth transition from concept, to build, to launch and sustainment.

In an effort to address these issues and to utilize the Bargaining Unit Employee's considerable expertise, the Bargaining Unit Employee's will be utilized as early in the process as possible.

It is further understood that when supplier or non-Bargaining Unit personnel perform tasks on the plant floor related to their product, they will work in liaison with Bargaining Unit Employee's, including advance communication, when the work in question has historically been done by represented employees. The intent of this advance communication with an appropriate represented Employee is to allow for the clarification of roles and responsibilities and to prevent unannounced entry into the plant by supplier employees.

All outside suppliers will report to security when entering the premises a log-in report will be kept. This report will be made available for the OCE Chairperson and to Skilled Trades Committeeman the following Monday as requested. Any discrepancy with this procedure will be brought to HR Manager.

In addition, communication will be enhanced through department meetings with the O/C/ E Chairperson and Skilled Trades Committeeman, whereby the parties will share upcoming project information, estimated duration, and forecasted disciplines.

The parties recognize that the future success of Toledo Assembly, its employees and the members of Local 12-Jeep Unit depend upon the cooperative effort of all concerned in building a world-class vehicle.

Sincerely,  
Len Sennish  
Human Resources Manager

## Overtime Provisions

~~May 30, 2012~~  
September XX, 2015

Mr. ~~Dan Henneman~~ Mark Garrett  
O/C/E Chairman  
Jeep Unit-UAW Local 12  
Toledo, OH

Dear Sir:

During these negotiations both parties have agreed to continue the mandatory overtime practice for the HBU Office and Clerical Group based upon their job duties as it pertains to production overtime on product line.

Sincerely,  
~~Len Sennish~~ Ed Schaeffer  
Human Resources Manager  
TAC

/s/ Mark Epley

## Dual Seniority

May 30, 2012

Dan Henneman  
Chairman  
Jeep Union-UAW Local 12  
Toledo, OH

Dear Sir:

During these negotiations the Union raised concerns that anyone in the O/C/E Group and Skilled Trades be allowed to maintain and exercise their dual seniority within the Toledo Assembly Facility.

Sincerely,  
Len Sennish  
Human Resources Manager

## Birthdays

Mr. Dan Henneman  
Chairman  
Jeep Union — UAW Local 12  
Toledo, OH

May 30, 2012

Dear Sir:

~~During these negotiations the Union raised concerns that the employees' who work their birthday have the option to convert 8 (eight) hours to PAAH or to be paid the additional 8 (eight) hours.~~

Sincerely,  
Len Sennish  
Human Resource Manager

**HBU Nursing Uniform Allowance**

September XX, 2015

Mr. Mark Garrett  
O/C/E Chairman  
Jeep Unit – Local 12  
Toledo, OH

Dear Sir:

The parties had lengthy discussions regarding the HBU nursing department having a clothing allowance for the nursing staff once per calendar year per the National Agreement.

Sincerely,  
Ed Schaeffer  
Human Resources Manager  
TAC

/s/ Mark Epley

O/C/E

September XX, 2015

Mr. Mark Garrett  
O/C/E Chairman  
Jeep Unit – UAW Local 12  
Toledo, Ohio

Dear Sir:

During the course of these negotiations, the parties had lengthy discussions on the subject of O/C/E remaining HBU. The parties have agreed that the O/C/E group will retain its current status.

Sincerely,  
Ed Schaeffer  
Human Resources Manager  
TAC

/s/ Mark Epley

**TOLEDO ASSEMBLY PLANT**  
**UAW--Local No. 12**  
**FLEET DEPARTMENT SUPPLEMENT**

The following is a summary of the Local Contract Settlement for the Toledo Fleet.

**Safety Award Program**

- (170) Management will implement the following Safe Employee Award Programs:  
An employee will receive for each year of safe working the appropriate American Trucking Association Safe Driver Award. Such awards include recognition cards, safe driving patches and safety award pins.

In addition, each driver will receive the appropriate cap or visor each year they become eligible for an award.

Management further agrees to the following additions to the Safe Worker Award Program and has established January 1, 2016 as the initial anniversary date:

- Five (5) consecutive years of safe working from the anniversary date will be awarded a jacket.
- Ten (10) consecutive years of safe working from the anniversary date will be awarded a quilted type jacket.
- Fifteen (15) consecutive years of safe working from the anniversary date will repeat award process
- Twenty (20) consecutive years of safe working from the anniversary date will be awarded a FCA Group LLC safety ring.
- Twenty-five (25) consecutive years of safe working from the anniversary date will repeat award process (5-10-15-20).

There will be reference to the UAW Local 12 on each jacket issued.

Management further agrees to make distribution of awards annually within thirty (30) days after April 1 during the term of this Local Agreement.

In an effort to validate our annual safe driver/safe worker awards program we have developed the following guidelines, which will be effective January 1, 2016.

After five (5) consecutive years of safe working:

- If an employee receives one (1) of the disqualifiers below within the calendar year, they stay at the current year.
- If an employee receives two (2) of the disqualifiers below within the calendar year, they move back a year.
- If an employee receives three (3) of the disqualifiers below within the calendar year, they start all over.

Disqualifiers:

1. Preventable accidents (drivers fault)
2. OSHA recordable injuries resulting from unsafe acts
3. All citations issued while operating a CMV, either local or following categories when controlled by the employee:
  - a. Unsafe driving
  - b. Fatigued driving (hours of service)
  - c. Driver Fitness
  - d. Drugs and alcohol



### **Vacation Allowance**

(171) The company agrees to give 5% of the fleet employee's time off on any given day, in addition, during the months of May, June, July and August the will give 7 1/2 % of the fleet employee's time off.

### **Radios**

(172) All new trucks will be equipped with am/fm/cd radios and they will be maintained in working condition.

### **Air Conditioning**

(173) All trucks air conditioning will be kept in working condition with priority on the switchers.

### **DOT Card**

(174) In the event that you have trouble getting your dot card you will be allowed to work in the yard for up to 21 days as long as you are actively working on getting your card.

### **Discipline Procedure**

(175) In as much as the National Production and Maintenance Agreement recognizes that the maintenance of corrective, progressive discipline is essential in the operation of the plants, the Toledo Assembly Fleet Department Terminal discipline procedure will be continued as shown below:

- |    |                |  |
|----|----------------|--|
| a. | <u>Step #1</u> | <u>Discussion</u>                      |
| b. | <u>Step #2</u> | <u>Written Supervisor's Report</u>     |
| c. | <u>Step #3</u> | <u>One (1) Disciplinary Day Off</u>    |
| d. | <u>Step #4</u> | <u>Three (3) Disciplinary Days Off</u> |
| e. | <u>Step #5</u> | <u>Five (5) Disciplinary Days Off</u>  |
| f. | <u>Step #6</u> | <u>Ten (10) Disciplinary Days Off</u>  |
| g. | <u>Step #7</u> | <u>Discharge</u>                       |

### **CDL License Renewal Reimbursement**

(176) Management will reimburse Toledo terminal employee's for the cost of their cdl license renewal.

### **OTR**

(177) When a driver (city or road) is forced to an OTR job on any day they will be paid the highest rate mileage or overtime, based on standard running times (to be established). Any driver who signs up or volunteers to work an OTR job on a Sunday or holiday will be paid the highest rate of double time or mileage whichever is greater.

### **Manpower**

(178) Management agrees to have monthly manpower meetings.