



February 2008

UAW LOCAL 624 AND MAGNA INTERNATIONAL

Summary of Proposed 2007-2011 Agreement



Highlights

Legacy Transition Bonus for employees who elect to permanently terminate Chrysler service and become permanent employees of NPG. The bonus will be \$87,500, divided between the years of the contract:

- The first pay period following April 1, 2008, 2009 and 2010 - \$25,000
- The first pay period following April 1, 2011- \$12,500.

Signing bonus of \$1,000 for Magna "new hire" employees.

Wage increases for Magna "New Hires" \$1,000 lump sum in years 2 and 3 of the contract anniversary date.

3% General Wage Increase in year 4 for all employees.

\$1 an hour more for Team Leaders and Job Setters.

The hourly rate for Skilled Trades will increase to \$26.50 per hour.

Health Care. All employees will transition to the Magna Health and Welfare plan.

No premium sharing for the BC/BS Silver health care plan.

New Work – The following programs will be placed in NPG: Chrysler Unibody 2 Speed Transfer Case and 1 speed Active Transfer Case (Non-ITC); BMW X3 Input Shaft/Main Shaft and Sprocket Shaft/Front Output Shaft; VW RPU Input Gear and Main Shaft; Ssang Yong Y300 Assembly and Main Shaft, Ford Super Duty Transfer Case; BMW X5 Core Gears and Shafts.

HOURLY BARGAINING UNIT UAW LOCAL 624

Your Bargaining Committee faced very difficult odds at the onset of negotiations with Magna. We were confronted with an economy and auto industry that was undergoing dramatic changes, including soaring gasoline prices, dwindling customer demand for SUV's and our Transfer Cases, all leading to significant reductions in our workforce. Not to mention, NPG was losing money at a record rate. Magna reported a loss of \$117 million in our plant in 2007.

When the first contract was negotiated back in 2004 following the plant sale to Magna, both the auto industry and the economy were in far better shape than it is today. Nonetheless, during this round of negotiations, Magna made it clear to our UAW negotiating team that they could not afford to keep New Process Gear open at its current cost structure and later acknowledged that they intended to carry out plans to close our facility in the near future.

Despite these harsh realities, our Bargaining Committee addressed these issues head-on and was successful in negotiating a contract that not only made more fiscal sense, but made the transition a lot less painful for our members. We paved the way to making our plant cost competitive and poised to become a strong player in the parts supplier market once again. This new agreement is without a doubt the very best unionized IPS agreement not only in our country; it's the envy of all other parts supplier companies throughout the world!

"Our members were concerned about this plant closing its doors and how potential job losses would devastate families, the community and the region. This contract keeps the doors open and guarantees work for current and future UAW members," said UAW Region 9 Director Joe Ashton. "With an economy that is slow and the difficult state of American automakers who are our main customers, trying to keep auto component plants open and viable is a very challenging task. The UAW at every level worked together to obtain commitments that work would stay in this facility and that Magna would make continued investments in facility upgrades," said UAW Vice President Bob King, who directs the UAW CSIPS (Supplier) Department. "I applaud the Bargaining Committee on their commitment and courage in fighting to keep this facility viable for the long haul."

The proposed agreement delivers investment, product guarantees and long-term viability for our plant. In 2008, Magna will invest \$40 million to upgrade our facility and may invest another \$55 million over the life of the contract. In addition, Magna committed to maintaining a total of 1,800 union jobs in salary and hourly locals. We believe this contract, endorsed by your Bargaining Committee, preserves jobs in our community and sets the stage for bringing future business to our plant in this competitive operating environment for the U.S. auto parts supply sector.

Legacy & Transition Options

Exit Options

The bargaining committee has negotiated several options for our members in deciding to stay with Magna or flowback to Chrysler.

All legacy employees will be eligible to elect one of the following options on or before March 14, 2008:

1. Retirement under early retirement options offered by Chrysler, namely an Incentive Program for Retirement (IPR), Special Early Retirement (SER) or a Pre-Retirement Leave (PRL);

2. Termination of employment with Chrysler and NPG and participation in a Voluntary Termination of Employment Program (VTEP). An employee who elects to receive a VTEP will be eligible for future employment with NPG as a new hire.

3. Termination of employment with NPG and become employed by Chrysler and relocate to any Chrysler labor market as attritional opportunities arise. Employees who choose to terminate employment with NPG and become employed by Chrysler shall:

a. Continue to work at the NPG facility as transitional Chrysler employees, under the terms set out in the Legacy and Transition Terms for Flowback Employees, until the earlier of September 14, 2011, the date an attritional opening occurs in any Chrysler labor market, or the date Chrysler ceases to be a viable going concern.

b. Not be eligible for future employment opportunities at NPG beyond the end of the transitional period.

4. Permanently terminate Chrysler service consistent with Section 49(a) of the UAW-Chrysler collective agreement and remain employees of NPG. Employees who elect to remain employees of NPG shall:

a. Be eligible to receive the Legacy Transition Bonus.

b. Be placed at the applicable Step in the Wage Progression (based on their seniority) as of the date of making such election and shall be eligible to participate in all other benefits and terms of employment applicable to NPG employees.

c. Maintain existing seniority.

Legacy and Transition Terms negotiated in the 2004 UAW-New Process Gear Collective Bargaining agreement will not apply to employees choosing to retire or terminate employment with Chrysler and become employees of Magna.

Guidelines for Employees Choosing to Flowback to Chrysler

Employees who opt to terminate with NPG and flowback to the Chrysler labor market will work under the following guidelines:

A) Employees who elect, on or before March 14, 2008, to terminate employment with NPG and become employed by Chrysler, and who are awaiting a transfer opportunity to a Chrysler labor market shall be governed by the local work rules and policies of NPG and, until the earlier of Sept. 14, 2011 or the date they transfer to a Chrysler labor market, be eligible to receive the following mirrored wages and benefits only provided for in the 2007 UAW-Chrysler National Agreement:

1) Applicable base wage rate, performance bonus, cost-of-living allowance, shift premium and Christmas bonus payable under the 2007 UAW-Chrysler Agreement;

2) Participate in the following benefit programs/plans, subject to the applicable terms of such programs/plans:

- (a) UAW health care benefits;
- (b) Life and Disability insurances;
- (c) Supplemental Unemployment Benefits (SUB);
- (d) Relocation Allowance Plan;

3) During the period they are employees of NPG, participate in the:

- (a) Pension Agreement between the UAW and NPG; and
- (b) Magna Drivetrain of America, Inc. Deferred Pay Plan for UAW-represented employees;

4) Upon becoming employed by Chrysler, cease participation in the NPG Pension and Deferred Pay Plans, and participate in the:

- (a) 2007 Pension Agreement between the UAW and Chrysler; and
- (b) 2007 Deferred Pay Plan between the UAW and Chrysler;

5) Be eligible for an annual payment equivalent to the amount of profit sharing payable to other Chrysler employees.

B) The parties further agree that so long as employees participate in the benefit programs/plans offered through the Legacy and Transition program, they shall not be eligible to participate in any benefit program/plan set out in Articles 20, 21 or 22 of the 2007 UAW-NPG Agreement.

C) Effective upon the earlier of Sept. 15, 2011, the date they become employed by Chrysler, or the date Chrysler ceases to be a viable going concern, employees choosing this option shall cease participation in all NPG benefit plans, including the NPG Pension and Deferred Pay Plans, and NPG shall have no continuing obligations toward such employees (other than for any accrued, vested pension entitlement such employees may have for service with NPG).

Product, Sourcing and Investment

Sourcing

The company has made a commitment to certain core work that will continue in the facility through the life of the proposed agreement:

- Steel Front Output Shaft (after green turning)
- Input Gear (after finish turn and internal broach)
- Main Shafts (after finish turn and drill)
- Range Sleeve
- Pinions
- Annulus Gear
- Final Assembly

Under the proposed agreement, the balance of the processes/products NPG currently produces will be subject to the Joint Job Security (JJS) process.

Investment

NPG has committed to a maximum of \$95 million for turnaround initiatives, including \$40 million in 2008 to upgrade the facility. The investment schedule includes a commitment of \$30 million in 2009 and \$25 million in 2010 that will be subject to the Magna CAPEX rules.

New Work and Minimum Staffing Levels

Following ratification of the proposed agreement, the following programs will be placed in the facility:

- Chrysler Unibody 2-speed Transfer Case and 1 speed Active Transfer Case (Non-ITC)
- BMW X3 Input Shaft/Main Shaft
- Sprocket Shaft/Front Output Shaft
- VW RPU Input Gear
- Main Shaft
- Ssang Yong Y300* Assembly

- Main Shaft
- Ford Super Duty Transfer Case
- BMW X5* Core Gears and Shafts
- * Pending customer award to NPG

Current or future core products (e.g. the X2-T replacement business) which are bid and awarded under the proposed contract will be placed in the facility.

Staffing

NPG has agreed to commit to maintaining 1,800 hourly and salaried bargaining unit jobs at NPG provided that existing products are maintained, the pending new work listed above is awarded, and product volumes do not decline from the 2008-2011 business plan forecast.

Teaming

Teaming will continue and will expand to the entire Syracuse site.

Alternative Shifts Implementation

Our bargaining committee discussed with the company the need for alternative shifts to help the company improve its ability to be competitive, provide increased employment levels and the possibility of providing our members an additional benefit of a shorter work schedule. The parties have agreed to designate and train a Joint Alternative Shift Team to study and recommend areas in the plant that lend themselves to application of an alternative shift approach. If the company indicates that an alternative shift model is required, the union will receive a 30-day written notice and report from the Joint Alternative Shift Team.

Joint Job Security (JJS) Committee

During the 2007 negotiations, our bargaining committee spent numerous sessions in discussions with the company about work for our existing and future

workers and the impact of those jobs on families and the community. As a result, the company and union developed a new process to guide the parties in determining future products, services and processes following ratification of this proposed agreement. In this new process, the presidents of UAW Locals 624 and 2149 will participate as members of the NPG Operations Team and will have input into critical decisions about current operations and future products. This will ensure that our members have a voice in the future of NPG. In addition, the parties agree to form a Joint Job Security Committee (JSS) to review products, processes and services on which the company should focus future resources and capital during the term of the proposed agreement.

Temporary Off-Loading

The new process limits management's ability to temporarily off-load where the product cannot be produced in-house due to unforeseen circumstances. The process requires advanced notice and documentation, as well as review by the JSS Committee. The company will then be required to submit a written preventative plan to prevent the need for future off-loading. Workers who build the affected products will be given the opportunity to work seven days per week during the period while the product is off-loaded.

Insourcing

If the JJS Committee determines that work can be performed competitively, NPG will bring the work in-house.

Outsourcing

When changes to current sourcing are contemplated, the company agrees to provide the union with written notice and documentation related to the outsourcing. The union will have 45 days to make a proposal to keep the work in-house. If the work can be performed competitively, NPG will keep the work in-house.

Wages and Benefits

Non-Skilled Payrates as of Sept. 14, 2007

Step in Progression	Rate
1	\$14.11
2	\$14.71
3	\$15.32
4	\$15.92
5	\$16.53
6	\$17.13
7	\$17.74
8	\$18.34
9	\$18.95
10	\$19.55
11	\$20.16

Core Functions (Assembler, Machine Operator, Heat Treat Controller and Inspector) progress a step every six months from Step 1 to Step 11.

Non-Core Functions (Material Handling and General Maintenance) progress a step every six months from Step 1 to a top rate at Step 7.

All non-skilled employees (regardless of assigned job function) will be placed in the Team Member – Core range in accordance with their progression and their election under the Legacy Transition Bonus. Team Leaders will receive \$1 above their base wage.

Employees who perform the job setting function will receive one dollar \$1 above their base wage.

All non-skilled employees hired after ratification of this agreement will be placed at Step 1 of the Wage Progression.

Skilled

All skilled employees will be paid \$26.50 per hour. Such employees will be assigned into one of the skilled trades classifications and will flow as described in the Skilled Trades Flow Chart on Page 6.

Annual Adjustment (Skilled and Non-Skilled)

NPG will pay all current eligible Magna "new hire" employees who worked at least one thousand (1,000) hours in the preceding twelve (12) months a gross lump sum adjustment of \$1,000 in the second and third years of the agreement. This gross lump sum adjustment will be paid on the anniversary of the Sept. 14, 2007 effective date of this proposed agreement. All employees will receive a 3% wage increase in the fourth year of the agreement.

Signing Bonus

All Magna "new hire" employees will receive a \$1,000 contract signing bonus on April 1, 2008.

Legacy Transition Bonus

Each eligible employee who on or before March 14, 2008, elects to permanently terminate Chrysler service consistent with the UAW-Chrysler National Agreement and becomes a permanent employee of NPG will receive \$87,500, payable in four installments.

The first three payments will be paid during the first pay period following April 1, 2008, 2009 and 2010. The last payment of \$12,500 will be paid during the first pay period following April 1, 2011.

Workers who elect to transition from Chrysler to NPG will immediately transition to Step 11 of the Wage Progression (or such other Step as their seniority provides) and will maintain their full seniority.

Eligibility

To be eligible to receive payment under the Legacy Transition Bonus, employees electing this exit option must have:

- Been employed at NPG on Sept. 30, 2004, and must, as of each payment date;
- Have worked at least 1,000 hours at NPG in the 12-month period immediately preceding the date of payment; and
- Have seniority status on the date of payment

Overtime Pay

Overtime will be paid at a rate of 1 ½ times for hours worked, in excess of forty (40) hours per week. Paid contractual hours (Jury Duty, Bereavement, Military, Vacation and Holiday) will be considered as hours worked during the work week for the purpose of calculating overtime pay. Employees will receive 2 times pay for hours worked on designated holidays and Sunday, unless Sunday is a regularly scheduled straight time day.

Incentive Operations

Incentive pay will be discontinued the Monday after the effective date of this Agreement. Subsequently, the work standards in the existing incentive departments will be studied and revised as quickly as possible.

Duration and Ratification

These proposed changes in the tentative agreement will not take effect until the tentative agreement is ratified by a majority of our respective membership, and only then on the appropriate dates specified.

The new agreement, if ratified, would run for four years and would expire at midnight Sept. 14, 2011.

This is a summary of the tentative agreement between UAW Local 624 and Magna Corp. In all cases, the actual contract language will apply.

Seniority

Probation Completion Period Increased

Under the proposed agreement, new employees now will have one year (instead of six months) in which to complete their 90 day probationary period. After 90 days have been completed, employees will be placed on the seniority list, and their seniority will date back 90 days prior to the date they completed their probationary period.

Return from Leave

Members will now have five, rather than three, consecutive work days in which to return from a Leave of Absence without a satisfactory excuse. If a worker does not return within the five days and does not have a satisfactory excuse, his or her seniority will be terminated.

All employees as of September 30, 2004 who have been on continuous layoff for medical leave of absence will have call back rights for three years or a time period equal to their seniority, whichever is greater, unless the employee's medical leave of absence is the result of a compensable injury or occupational disease while working at the company.

Department Groupings

For the purpose of promotion, shift preference and downgrades, the following

groupings are identified and certain departments, as shown below, are combined and considered one department. For the purposes of layoff and recall all the listed departments will be combined:

(560, 562, 563, 568), (660, 681, 761, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 898)

When the company reduces a line shift within the department groups listed, the company may permanently assign the affected employees to another line in the group on the same shift. If the line reduction exceeds available openings, the placements will be made by seniority.

Shift preference will be by seniority within the classification and the department. Employees with seniority may exercise shift preference once during each of the following six-month periods: Sept. 1 – Feb. 29, and March 1 – Aug. 31.

In the event an employee's seniority will not allow him or her to exercise a shift preference in their department, the employee will be able to exercise shift preference in his or her department group as defined.

The company will assign employees to fill any openings created by shift preference following two openings per the procedure outlined below:

- Provided they have the necessary skill and ability, with appropriate familiarization, and are physically capable of

performing the available work, the highest seniority applicant within the department will fill the opening.

- The secondary opening created by the transfer of the high seniority applicant will also be posted and the above process again followed. Management will assign employees to fill any further opening created by these two transfers.

In addition, the company has the right to temporarily assign employees to meet production needs. The company will give all parties affected by the shift preference one week's notice before the moves take effect unless all parties reach mutual agreement.

Transfer of Operations

When operations are transferred from one department to another department, the employees on the operation may, if they so desire, be transferred with their brass tag with full seniority.

Transfer of Employees in a Department

When job openings occur *within* a department, seniority preference will be given to employees in the department and on the shift in which the openings occur prior to any new placement of employees.

Skilled Trades

Skilled Trades Representative

In the new proposed agreement, on any shift where skilled tradesmen are scheduled to work and there is no Skilled Trades Steward, a skilled trades employee on that shift may be designated as a Skilled Trades Representative. This employee will be distinguished from the Chief Steward of that shift. The Skilled Trades Representative shall be limited to participating in the alternate grievance procedure and alleged violations of the Supplemental Agreement – Special Provisions Pertaining to Skilled Trades and any other issues that may arise on his or her shift.

Safety Crew Reinstated

During these negotiations the union made health and safety a high priority and with the company made an exhaustive review on how to best improve safety performance. The union was successful in winning reinstatement of the NPG Safety Crew with the following understanding:

- Staffing levels are established based on current operating conditions and volumes.

- The Safety Crew will remain intact until the Magna Safety Audit reaches "green status," the Maintenance function establishes focused Maintenance Teams, the facility reaches an Incident Rate of 5.0 or

Lost Work Day Incident Rate of 2.5. If any of these criteria are met, the Joint Health and Safety Committee will meet to determine the future of the NPG Safety Crew. The Safety Crew will have the following base staffing levels (current classifications):

- One Plumber
- Two Electricians
- One Carpenter
- One Welder
- Three Millwrights
- Two Tinsmiths

From time to time this Safety Crew may be supplemented with additional staffing.

Skilled Trades

Continuous Improvement Initiatives

To promote Continuous Improvement Initiatives (CII) the company agreed that within six months of signing of this agreement, a CII meeting room will be made available to all skilled trades employees. As a technical resource area, the room will have all assets (such as desks, storage space and computers) necessary to promote implementation of improvements mutually agreed upon by the union and the company.

Apprentice Program

The UAW Apprentice Program is secured and enhanced in this Agreement.

Aerial or Hazardous Work

Journeymen of like classifications will be assigned together when safety dictates.

Skilled Trades Licensing Fees

Skilled trades licensing fees will be paid by the Company.

Broken Tool Program

A Broken Tool Program has been added to this agreement. Skilled trades employees will have broken personal tools replaced up to a \$500 value.

Skilled Trades EQH

Actual hours will be zeroed on an annual basis and Section 7 removed — no overtime equalization deviation for “special circumstances.”

Lock-Out/Tag-Out

Stronger lock-out/tag-out language was added to protect employees from hazardous energy.

Skilled Trades Consolidation

A skilled trades matrix has been developed to preserve core trades and ensure proper training while protecting skilled trades employees.

**Appendix C
Skilled Trades Flow Chart**

Current	Immediate	Phase 1	Future
Cutter Grind Form Cutter Grinder	Form Cutter	Form Cutter	Form Cutter
Layout	Layout	Layout	Layout
Tool Maker Tool & Gauge Gauge Surveillance	Tool Maker	Tool Maker	Tool Maker
Tool & Die Welder Maintenance Welder Tin Smith	Tool & Die Welder	Tool & Die Welder	Millwright
Millwright Carpenter Painter	Millwright	Millwright	Millwright
Plumber	Plumber	Plumber	Plumber
Machine Repair Pneumatic Repair	Machine Repair	Machine Repair	Machine Repair
Furnace Repair	Furnace Repair	Furnace Repair	Furnace Repair
Electrician Recording Inst. Rep.	Electrician		Electrician
Steam Engineer Boiler Operator Waste Wtr. Treatment	Steam Engineer Boiler Operator Waste Wtr. Treatment	Steam Engineer Boiler Operator	Steam Engineer
HVAC	HVAC	HVAC	HVAC
Jitney Mechanic Tractor Trlr. Mech.	Jitney Repair	Jitney Repair	Jitney Mechanic

ENVIRONMENT, HEALTH AND SAFETY

The health and safety of UAW members was a top priority for our bargaining team during these negotiations. The union was able to secure the following improvements in workplace health and safety under the proposed agreement.

Joint Environmental, Health and Safety Committee (JEHSC)

EH&S awareness is critical to the health and safety of our employees. To ensure continuous improvement in EH&S the JEHSC will support a vigorous health and safety program. The JEHSC will identify and support a site wide plan. The program may be STOP or a related approach that complies with the following guidelines:

- Accident Investigation
- 5 Why Analysis
- Employee and Supervisor

Involvement

- Weekly review of accidents by an Improvement Task Force
- Monthly review of accidents and incidents at the JEHSC meeting

The JEHSC will complete its recommendation to the NPG Operating Committee for implementation.

Environment Health and Safety Teams

The company and the union will implement and support Environmental Health and Safety Teams in the facility, modeled after the EH&S Team in the Department 881. The company's EH&S Department, in conjunction with the union leadership, will develop a model training program to support this initiative.

Safety Shoes

During the term of this Agreement the Company will provide each employee a certificate worth \$100 for the purchase of safety shoes.

Unsafe Work

An employee who refuses to perform apparent unsafe work will not be disciplined.

Funding

During the term of this agreement NPG will allocate \$3.5 million for capital expenditures related to EH&S projects. The JEHSC will review and make spending

recommendations for each fiscal year. This funding is exclusive of EH&S spending directly related to new equipment or machinery.

Medical Staffing

The company will ensure that on week-end and holiday overtime when more than 300 employees are in the facility during a shift, there will be a nurse assigned to work during the shift. When 150 to 300 employees are in the facility during a shift, management will schedule an EMT for the shift.

•**Wheels for Chip Boxes and A-Frame Rack.** A millwright and welder will be authorized every other Saturday to work exclusively on repairing damaged boxes and A-frames. Inspections will then be conducted by recommendation of the Joint Health and Safety Committee.

•**Watch Crew.** The following personnel will be scheduled during shutdowns or extended periods: (using current classifications titles) one Steam/Boiler Engineer, two Heat Treat Technicians, two Furnace Repair, one Plumber, one Millwright and one Electrician. One of the above should be a trained EMT.

•**Safety Mirrors.** All broken mirrors will be replaced. Mirrors will be cleaned and maintained on a quarterly basis.

•**Sign-off of Equipment.** Release of equipment requires the signature of a EH&S Manager and UAW Local 624 Health and Safety and Ergonomics Representative. If the UAW Local 624 Health and Safety or Ergonomics Rep. is unavailable, the Area Committeeman may release equipment.

•**South Loading Dock.** The company has approved purchase of three platforms to be secured and installed. Dock leveling plates will also be ordered where required. The Local Union Health and Safety Representative will approve this equipment prior to it being purchased.

•**EMT Shirts.** The company will provide five U.S. made, and if possible, union-made EMT shirts per member.

•**Confined Space Carts.** A member of the plant Confined Rescue Team will be assigned to conduct a monthly inspection of the carts.

•**Pit Cleaning.** Currently two mainte-

nance laborers are scheduled every Saturday for cleaning the Heat Treat pit. Two maintenance laborers will be added to the Saturday and Sunday schedule to begin the cleaning of the remaining sub-grade pits. This will continue until there is one initial cleaning. Thereafter a regular maintenance and cleaning schedule will be maintained for the pits.

•**Pedestal Fans.** Three pedestal fans will be purchased for the Joint Health and Safety Committee.

•**Aisle Cleaning.** Currently, one scrubber truck is scheduled to be staffed for eight hours on each shift during the regular work week and as required on Saturdays.

Air Quality

Your bargaining committee won major new commitments from the company for improving air quality throughout the facility. Under the terms of the proposed agreement, the company agrees to:

• Continue providing and maintaining heated air make-up units as needed.

• Maintain all dust collection and mist collection equipment in the plant and provide resources to ensure preventative maintenance and routine repair work is performed on collection equipment in a timely manner. Particular attention will be directed to ensuring that the Strand and Torit mist collection systems in the transfer case building is maintained in proper operating condition.

• Provide the necessary resources to ensure roof exhaust fans are maintained in proper operating condition especially during the summer season. In the Heat Treat area, the company will continue to study the operation of all air handling equipment to determine the most appropriate balance of air intake and exhaust. Modifications or rearrangements of additional equipment may be required to achieve optimum levels.

• Maintain opening/closing devices for factory windows.

• Ensure heating/ventilation systems in all mezzanines are functional and are maintained in proper operating condition.

• Correct any unnecessary restriction of the free flow of air from the fresh air make-up units. The units will also be prop-

Environment, Health and Safety

erly maintained and cleaned as needed. When it is necessary to replace broken or damaged louvered diffusers, units with adjustable-type louvers will be installed as required.

Restroom/Locker Room Ventilation

During these negotiations the union addressed the need for proper ventilation in the plant's restroom and locker room facilities. In order to monitor and address any potential problems, the parties agreed that the Air Quality Committee will establish a restroom/locker room ventilation review within three months of the ratification date of this agreement. The committee will monitor all the plant's locker room and restroom facilities, with immediate emphasis on the women's facilities at Post Location F-22 near the PQI office complex.

Ventilation will be installed properly in the X2T restroom and MCC area.

Heat Treat and Overall Air Systems

The union also won commitments from the company that it will continue its efforts to improve overall air movement and air quality conditions in the plant, with an immediate specific emphasis on the Heat Treat area. The following initiatives will be undertaken:

- All Heat Treat exhaust and make-up air systems will be adequately maintained or replaced if needed to ensure maximum efficiency.

- All furnace and draw exhaust systems, including draft hoods, will be maintained or replaced if needed.

- All dust collectors in the Shot Peen area will be maintained or replaced as needed.

- The Air Quality Committee will have a complete study of the Heat Treat ventilation systems and furnace exhaust systems to determine their adequacy as to design and operating efficiency. If necessary, the services of an independent outside engineering consulting firm will be utilized. There will be specific recommendations to improve or redesign Heat Treat ventilation and furnace exhaust systems.

- Because the recommendations may require extensive redesign and long-term planning and scheduling to improvement, a multi-phase approach may be necessary. The company and local union will develop an action plan that adequate financial re-

sources will be committed on a continuing basis to accomplish identified long-term goals as expeditiously as possible.

- In addition to Heat Treat, the committee will evaluate other existing ventilation systems in the plant and determine a long-range plan to upgrade or replace systems where necessary. In the meantime, the company will ensure existing systems are maintained and repaired as needed.

Dock Area Air Curtains

The company will install state-of-the-art air curtains at each dock door to provide additional heat in the transfer case dock area during the winter months.

Roof Vents

Roof vents will be devised to be opened from the shop floor position. Where this is not feasible, the company will provide permanent waterproof structures over roof vents.

Fans

The company will maintain the fans and keep them in proper operating condition. Fans may be moved to different locations in the plant only with the concurrence of the Labor Relations Supervisor and Chairman of the Plant Shop Committee or the appropriate Committeeman. The company agrees to maintain all fans in the plant and ensure there is an adequate supply of monitors and associated parts available to keep the fans operational. Additional fans may be requested by the Plant Shop Committee and action will be taken in accordance with the Joint Environmental, Health and Safety Committee recommendation.

Ergonomics

Ergonomic stock stands will be provided where necessary and the Joint Environmental, Health and Safety Committee and the UAW Local Ergonomic Representative determine there is a need.

Facilities

The company agrees to keep all access aisles clear of obstruction. Although it is recognized that on occasion blockages will occur, the company agreed to enforce this policy in order to protect the health and welfare of all pedestrians and drivers and to optimize the free flow of emergency vehicles in the plant.

The company will also provide drip pans under overhead conveyors where required. Specific problem locations should be called to the attention of the Joint Environmental, Health and Safety Committee.

The company agreed to upgrade two mezzanines per year, starting in 2008. The Joint Environmental, Health and Safety Committee will prioritize the mezzanine upgrades, and funding will be included in future capital plans.

Preventative Maintenance

Within 30 days of the effective date of this agreement, the company will establish preventive maintenance programs with regard to Environmental, Health and Safety related items.

Material Handling

The company will perform a weekly audit of the loading docks throughout the plant, consisting of: dock leveling platforms, dock locks, driver's guide lights, overhead doors, trailer seals, bumpers, heaters and wind screens. This report will be forwarded to the maintenance group for corrective action and the Joint Environmental, Health and Safety Committee for review.

Powered Industrial Vehicles

The company will continue the practice of installing and maintaining canvas or other suitable enclosures on those fork-lift trucks that are required to regularly operate outside the plant during cold weather. In addition, heaters will be installed on these trucks.

The company will maintain fork-lift trucks in a proper state of repair. It will be the company's responsibility to take the vehicle out of service if the driver's checklist reveals an unsafe condition of the vehicle.

The company will ensure that all three in-plant ambulances are maintained in an operational and serviceable condition on a regular preventative maintenance schedule.

Miscellaneous

Natural Disaster Volunteers. Volunteers with approved time off may receive up to one week per year for each volunteer to respond to ice storms or snow emergencies, hurricanes, (i.e. Katrina), or terrorism (i.e. 9-11-01).

Environment, Health and Safety

Safety Equipment. Safety equipment will be replaced as needed to comply with State and OSHA regulations. Additional defibrillators will be located in specific locations on the floor to be established by the Joint Environmental, Health and Safety Committee.

Sanitary

During weekend overtime periods, when the plant population warrants, appropriate measures will be taken to provide acceptable levels of cleaning of plant rest rooms and plant main aisles.

Drinking fountains, locker rooms and restrooms will be inspected and cleaned on a daily basis, usually on the first shift. Toilet facilities will also be stocked and checked for cleanliness on 2nd and 3rd shift where usage dictates, and this practice shall apply on weekend overtime days.

Training for Emergency Response Teams

Your bargaining team negotiated company-paid training and recertification for the Emergency Response Teams as needed

Vacation Pay

Under the new proposed agreement, employees may elect to receive vacation pay in one lump sum, payable in a separate paycheck, no later than the third Friday in May of that vacation period. Alternatively, an employee may elect to receive vacation pay during the regular pay week cycle that he or she is on vacation. Vacation pay will be calculated at the employee's average rate of pay for the April preceding the May that commences the vacation period.

Employees hired on or after Jan. 1, 2007, under the tentative agreement, may declare that one week of their vacation entitlement be used in partial increments of four or eight hours at a time, provided that such vacation must be approved in advance by the company. However, declared incremental vacation hours may be used as excused personal or sick time, provided the employee has no attendance occurrences and calls in at least one hour prior to the start of their shift.

Military Leave

Your bargaining committee is concerned about the job security of Servicemen working at NPG. In the new proposed agreement, any seniority employee who

to keep up with state-mandated and OSIIA-mandated training as follows:

Emergency Medical Technician (Recertification every three years)

- BBP and Infectious disease, CPR and AED, twelve (12) hours of CME's which include Epi-Pen, Cardiac, Diabetic, Spinal Immobilization, Patient Assessment, Albuterol, Heat-Related, annually.

Confined Space (24 hours training annually)

- 12 hours for SCBA Respiratory Requirements

- 12 hours for hands-on training with equipment

Fire Response Team

- Officers need 12 hours of training annually

- Members need eight hours of training annually

Hazardous Materials

- Members need at least eight hours of refresher training per OSHA

- Some members may need to be recertified 40 hours per OSHA

Miscellaneous

enters into full-time active service with the Armed Forces of the United States will be granted a leave of absence for military duty and will be offered reinstatement rights as required by law. Previously, employees were only granted a leave of absence for one tour of duty.

Jury Duty

Third-shift employees will now be excused from work on either the shift immediately preceding the jury duty, or the shift immediately following the completion of the jury duty, at the option of the employee.

Bereavement

Bereavement now includes paid time off for the death of a brother-in-law or sister-in-law.

Good Record Days

All employees will now accrue Earned Credit days rather than GR days. Employees in GR status may use all of their currently accumulated GR days through the end of this proposed Agreement.

Safety and Industrial Hygiene Equipment

NPG agrees to purchase equipment for monitoring noise, air contaminants and air flow, which will be available for use by the Joint Environmental, Health and Safety Committee (JEHSC). NPG agrees to provide training on the use of this equipment.

Emergency Response

During the first and third years of this agreement, the facility will perform an appropriate evacuation and take shelter exercise/validation on each shift when workers are present.

Metal Working Fluids

Amend Magna Standard HRI 96-006 to include annual color coded mist mapping testing. The standard is 1.0 mg/m³ on current equipment and processes. On equipment, machines and processes purchased or installed after ratification of this Agreement, the standard will be 0.5 mg/m³.

Uniform Attendance Procedure Improved

The Uniform Attendance Procedure was improved to give members more time to see their doctor and obtain the necessary documentation to count their multiple-day absence as a single occurrence. Employees will now have 72 hours, instead of 48, from the beginning of the absence period to be seen by their doctor.

Progressive Discipline

Your bargaining committee fought for protection from multiple disciplines. No employee will be disciplined twice for a single misconduct or violation.

Your bargaining committee succeeded in reducing disciplinary layoffs from 30 to 10 days.

Attendance

After a fourth attendance infraction occurrence, the company will provide a counseling session for the employee with his or her union steward present. Your bargaining committee succeeded in reducing an attendance layoff from 30 days to five days for a fifth occurrence. A sixth occurrence will result in termination.

HOLIDAYS

When a specified holiday falls on a Saturday, it will be celebrated on the proceeding Friday. If a specified holiday falls on Sunday, it will be celebrated on the following Monday.

2007-2008

Nov. 16, 2007	Veterans Day (Observed)
Nov. 22, 2007	Thanksgiving
Nov. 23, 2007	Day after Thanksgiving
Dec. 24, 2007	} Christmas Holiday Period
Dec. 25, 2007	
Dec. 26, 2007	
Dec. 27, 2007	
Dec. 28, 2007	
Dec. 31, 2007	
Jan. 1, 2008	Martin Luther King Jr. Day
Jan. 21, 2008	Good Friday
Mar. 21, 2008	Memorial Day
May 26, 2008	Independence Day (Observed)
July 4, 2008	Labor Day
Sept. 1, 2008	

2008-2009

Nov. 11, 2008	Veterans Day
Nov. 27, 2008	Thanksgiving
Nov. 28, 2008	Day after Thanksgiving
Dec. 24, 2008	} Christmas Holiday Period
Dec. 25, 2008	
Dec. 26, 2008	
Dec. 31, 2008	
Jan. 1, 2009	
Jan. 2, 2009	
Jan. 19, 2009	Martin Luther King Jr. Day
Apr. 10, 2009	Good Friday
May 25, 2009	Memorial Day
July 3, 2009	Independence Day (Observed)
Sept. 7, 2009	Labor Day

2009-2010

Nov. 11, 2009	Veterans Day
Nov. 26, 2009	Thanksgiving
Nov. 27, 2009	Day after Thanksgiving
Dec. 24, 2009	} Christmas Holiday Period
Dec. 25, 2009	
Dec. 28, 2009	
Dec. 29, 2009	
Dec. 30, 2009	
Dec. 31, 2009	
Jan. 1, 2010	
Jan. 18, 2010	Martin Luther King Jr. Day
April 2, 2010	Good Friday
May 31, 2010	Memorial Day
July 5, 2010	Independence Day (Observed)
Sept. 6, 2010	Labor Day

2010-2011

Nov. 11, 2010	Veterans Day
Nov. 25, 2010	Thanksgiving
Nov. 26, 2010	Day after Thanksgiving
Dec. 24, 2010	} Christmas Holiday Period
Dec. 27, 2010	
Dec. 28, 2010	
Dec. 29, 2010	
Dec. 30, 2010	
Dec. 31, 2010	
Jan. 1, 2010	
Jan. 17, 2011	Martin Luther King Jr. Day
April 22, 2011	Good Friday
May 30, 2011	Memorial Day
July 4, 2011	Independence Day
Sept. 5, 2011	Labor Day

Temporary Workforce

Your bargaining committee was concerned about the erosion of permanent jobs in the plant and the endless use of temporary workers who have no hope of gaining full-time employment. The union was successful in negotiating an end to the use of permanent temporary part-time employees. Effective one year from ratification of this contract, the company has agreed to only use temporary employees under the following guidelines:

- The use of temporary employees will be held to 10 percent of the active bargaining unit.

- Temporary employees cannot be employed for more than 26 weeks from the date of hire.

- Magna agreed to give preferential hiring rights to temporary employees when there is a permanent job opening. If a temporary employee is hired, days worked as a temporary will be credited towards the probationary and benefit eligibility period.

- Pay for temporary employees is unchanged. Temporary employees will be paid the starting rate for new hires without wage progression and will receive overtime

pay as proposed in this agreement. They will receive major medical benefits (single coverage only), holiday pay after 90 days of employment (provided they work the day before and after the holiday), and \$3,750 of life and accidental death and dismemberment coverage beginning the fourth calendar month of employment.

- Temporary employees working more than 90 days can only be terminated for just cause and in such cases, have access to the grievance procedure.

- Temporary employees will not be utilized while full-time employees are on permanent layoff.



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UAW NEW PROCESS GEAR BARGAINING COMMITTEE LOCALS 624 AND 2149



Standing: Jamie Gratien, Financial Secretary/Treasurer, Local 2149; Jim Begay, Vice President, Local 624; Mike Nanno, Financial Secretary/Treasurer, Local 624; Tom Spiridillozzi, Alternate Committeeperson, Local 624; Christopher Rowe, Committeeperson, Local 624; Walt Power, Skilled Trades Committeeperson, Local 624; Dave Scalisi, Recording Secretary, Local 624; Andre Chiasson, Chairperson, Local 2149; Vic Brezee, Steward, Local 2149. Seated: Mike Antonacci, Committeeperson, Local 624; Phil DeMatteo, Committeeperson, Local 624; Doug Havens, President, Local 624; Neil Falcone, Area Director, Region 9; Michele Martin, UAW Assistant Director, Competitive Shops-IPS; Mark Benenati, President, Local 2149; Jim Dagnesi, Vice President, Local 2149; (not pictured) George Welitschinsky, Plant Shop Chairperson, Local 624.

Ron Gettelfinger

*President
UAW International Union*

Bob King

*Vice President and Director
UAW Competitive Shop - IPS Dept.*

General Holiefield

*Vice President
UAW Chrysler Dept.*

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Joe Ashton

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UAW Region 9*

Kevin Donovan

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Jim Begay

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George Welitschinsky

Plant Shop Chairperson

Mike Nanno

*Financial Secretary/
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Walt Power

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Dave Scalisi

Recording Secretary

Christopher Rowe

Committeeperson

Mike Antonacci

Committeeperson

Phil DeMatteo
Committeeperson

Tom Spiridillozzi

Alternate Committeeperson