

MARCH 17, 1993

M. Dennis Dopke
Bargaining Secretary
Local 223, UWUA, AFL-CIO
7041 Schaefer Road
Dearborn, Michigan 48126-1891

Subject: MT-615 WSC - Step 3 Settlement

WHEREAS Company and Union have agreed that travel time and mileage is added to overtime balance; and

WHEREAS this issue has repeatedly been in the grievance procedure including significant cases - MT-281, MT-464, 469, 470 and MT-494 among others; and

NOTWITHSTANDING Management's right to make work assignments without regard to seniority per the Step 3 answer to MT-494;

MANAGEMENT agrees that when Warren Service Center Garage is asked to fill a temporary field assignment, Management will normally assign the low overtime person on a shift for shift basis within the same classification at Warren Service Center, except when step-up is required. In cases where the round trip mileage from Warren Service Center to the requesting location is 100 miles or more and Management prefers not to assign the low person, such assignment will be discussed in advance with the Bargaining Unit Chairman. No grievances will be filed/accepted in cases of such exceptions.

Should Management decide to end this practice, we will discuss it in advance with the Union. Should this occur the Union reserves the right to grieve the Company's decision, up to and including arbitration.

Sincerely,

Jerome D. Sobczak
Jerome D. Sobczak
President's Delegate
Union Relations

NOTED BY:

Leon Jensen
Leon Jensen
Acting Superintendent
Stores and Transportation

William Bashucki
William Bashucki, Chairman
Motor Transportation Division

I. GENERAL RULES

- a. This understanding is a supplement to the MT-615 Step 3 settlement letter dated March 17, 1993.
- b. This agreement covers all Mechanics and Inspectors in the Motor Transportation Bargaining Unit.
- c. If not filled within the Cluster, temporary vacancies at locations will be filled by low overtime, by classification, on a shift for shift basis, from Warren Service Center. Auto Mechanics and Inspectors will be considered the same for purposes of this Agreement.
- d. In cases that require step-up that are expected to be less than 30 days. The assignment will be offered to the qualified employee in the cluster first. If not filled, the assignment will be offered to the qualified employee at Warren Service Center by seniority.

Temporary step-up assignments expected to exceed 30 days will be filled per Article VIII, Section 10 of the agreement.

- e. Employees currently on temporary assignment will not be considered available for other temporary assignments that may occur.
- f. For purposes of this agreement, temporary vacancies will be defined as those expected to last less than 6 months. A short term assignment would be thirty 30 working days or less.
- g. Vacancies expected to exceed 6 months, but when the employee is expected to return to his position without restrictions, will be bid within the Bargaining Unit and filled as per Article VIII, Section 35 of the Agreement.
- h. Prior to a temporary assignment exceeding six months, a discussion with the appropriate Plant Manager or Director and the Bargaining Unit Chairman or the next available officer will be held to discuss the next action.
- i. If more than one temporary assignment becomes available on the same day, the most senior qualified mechanic headquartered at Warren Service Center will normally be offered a choice of assignment.

TEMPORARY MECHANIC VACANCIES EXPECTED TO LAST LESS THAN 6 MONTHS AT LOCATIONS OTHER THAN WARREN SERVICE CENTER

- a. A vacancy occurring at a Service Center or Power Plant expected to last less than six months, will normally be filled from Warren Service Center if one or more of the following exceptions are not present. Any exception would require prior discussion between the appropriate Service Center Director or Plant Manager and the Bargaining Unit Chairman or his delegate.
 1. Management chooses not to fill the vacancy.
 2. Management chooses to fill the temporary vacancy within it's cluster. The cluster locations in effect include:
 - a. North Area and Lapeer
 - b. Howell, New Hudson and Wixom Pole Yard
 - c. Ann Arbor and Newport
 - d. Marysville and Mt. Clemens
 - e. Caniff, Royal Oak and Trombly
 - f. Royal Oak, Shelby and Pontiac
 - g. St. Clair, Belle River and Marysville
 - h. Monroe and Trenton Channel
 - I. Fermi

In the future, if Service Center or Power Plants Clusters are changed, Management will discuss the impact of such changes with the Bargaining Unit Chairman.

III. FILLING TEMPORARY MECHANIC VACANCIES EXPECTED TO LESS THAN 6 MONTHS AT WARREN SERVICE CENTER GARAGE

- a. Management has the option of not filling vacated positions.
- b. Management may fill the vacancy by using temporary contract help with prior discussion with the Bargaining Unit Chairman or the next available officer.
- c. On site use of contract personnel over sixty 60 days be discussed with the Bargaining Unit Chairman or next available officer to consider next action.

THE PARTIES AGREE THAT THIS UNDERSTANDING WILL BE A TRIAL ARRANGEMENT FOR A PERIOD OF 12 MONTHS FROM THE DATE OF SIGNING. DURING THE TRIAL PERIOD, EITHER PARTY MAY CHOOSE TO REVERT BACK TO THE ORIGINAL AGREEMENT WITH THREE WEEKS PRIOR NOTICE. IF NOT REVOKED DURING THE 12 MONTH PERIOD, THIS UNDERSTANDING WILL BECOME PERMANENT AND BINDING.

FOR THE UNION:


G. MASOOGIAN, PRESIDENT
LOCAL 223, UWUA, AFL-CIO


W. BASHUCKI, CHAIRMAN
MOTOR TRANSPORTATION

5/7/96
DATE SIGNED

RGH:sjb

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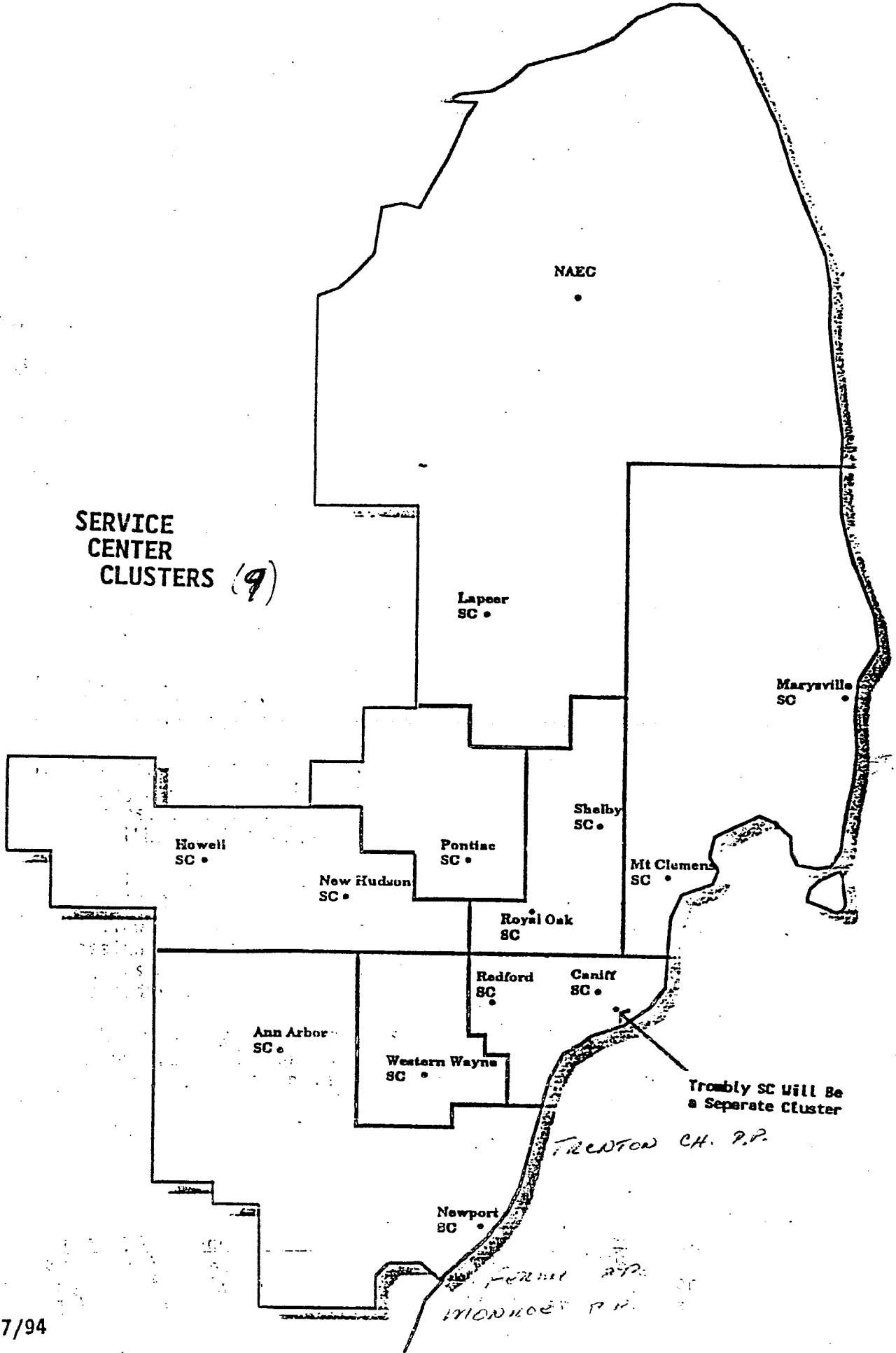
FOR MANAGEMENT:


L. ELLIS, DIRECTOR
CONSTRUCTION SUPPORT


R. MAY, MANAGER
SERVICE CENTER OPERATIONS


R. MARTIN, DIRECTOR
LABOR RELATIONS

**SERVICE
CENTER
CLUSTERS (9)**



RGM 4/7/94

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