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Title: **Delphi Corporation and International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) (2003)**

K#: **4211**

Employer Name: **Delphi Corporation**

Location: **National**

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

Local:

SIC: **3711**	NAICS: **336322**
Sector: **P**	Number of Workers: **30000**
Effective Date: **10/06/03**	Expiration Date: **09/14/07**
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15 # 4211

30,000 ea

Agreement

Between

DELPHI CORPORATION

and the

UAW

10/5/04

DELPHI

UAW

701 pp

September 18, 2003

(Effective October 6, 2003)

- 9/14/07

K#4211 30,000 ees

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INTRODUCTION

The management of Delphi Corporation recognizes that it cannot get along without labor any more than labor can get along without the management. Both are in the same business and the success of that business is vital to all concerned. This requires that both management and the employees work together to the end that the quality and cost of the product will prove increasingly satisfactory and attractive so that the business will be continuously successful.

Delphi Corporation holds that the basic interests of employers and employees are the same. However, at times employees and the management have different ideas on various matters affecting their relationship. The management of Delphi Corporation is convinced that there is no reason why these differences cannot be peacefully and satisfactorily adjusted by sincere and patient effort on both sides.

PREFACE

Delphi Corporation and the UAW recognize their respective responsibilities under federal, state, and local laws relating to fair employment practices.

The Company and the Union recognize the moral principles involved in the area of civil rights and have reaffirmed in their Collective Bargaining Agreement their commitment not to discriminate because of age, race, color, sex, religion, national origin, disability or sexual orientation.

AGREEMENT

Entered into this 18th day of September, 2003, between Delphi Corporation hereinafter referred to as the Corporation, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter referred to as the Union, as representing the production and maintenance employees and the mechanical employees in engineering shops in certain of the Corporation's plants.

RECOGNITION

(1) The Corporation recognizes the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, as the exclusive representative of the production and maintenance employees and mechanical employees in engineering department shops, except those listed in Paragraph (3) below for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment, or other conditions of employment in the bargaining units in which they have been so certified, and in such other bargaining units as presently exist and in which the Union is recognized as collective bargaining representative, subject to and in accordance with the provisions of the Labor Management Relations Act of 1947 and applicable orders of the National Labor Relations Board.

(2) In case the UAW shall be certified as the bargaining representative for any additional bargaining units, or if recognition is extended without formal certification, the matter of including such unit under the terms of this Agreement shall be negotiated between the Labor Relations Staff of the Corporation and the International Officers of the Union; it being understood that plants producing cars, trucks, bodies or automotive parts similar to the material now being produced by plants covered by this Agreement, shall be included after giving due consideration to any local wage classifications, rates, understandings or practices as may exist.

(2a) Separate agreements will be negotiated for bargaining units not falling into the above classifications.

(3) For the purposes of this Agreement the term "employee" shall include all production and maintenance employees and mechanical employees in

engineering department shops in the bargaining units covered hereby, except employees of sales, accounting, personnel and industrial relations departments, superintendents and assistant superintendents, general supervisors, supervisors and assistant supervisors, and all other persons working in a supervisory capacity including those having the right to hire or discharge and those whose duties include recommendations as to hiring or discharging (but not leaders), and those employees whose work is of a confidential nature, time study persons, plant protection employees (but not to include employees assigned to maintenance patrol or fire patrol duties), all clerical employees, chief engineers and shift operating engineers in power plants, designing (drawing board), production, estimating and planning engineers, draftspersons and detailers, physicists, chemists, metallurgists, artists, designer-artists and clay plaster modelers, timekeepers, technical school students, and those technical or professional employees who are receiving training, kitchen and cafeteria help.

Union Security and Check-Off of Union Membership Dues

(4) An employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union.

(4a) An employee who is not a member of the Union at the time this Agreement becomes effective shall become a member of the Union within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is

later, and shall remain a member of the Union, to the extent of paying an initiation fee and the membership dues uniformly required as a condition of acquiring or retaining membership in the Union, whenever employed under, and for the duration of, this Agreement.

[See App. D]

(4b) Anything herein to the contrary notwithstanding, an employee shall not be required to become a member of, or continue membership in, the Union, as a condition of employment, if employed in any state which prohibits, or otherwise makes unlawful, membership in a labor organization as a condition of employment.

(4c) The Union shall accept into membership each employee covered by this Agreement who tenders to the Union the periodic dues and initiation fee uniformly required as a condition of acquiring or retaining membership in the Union.

[See App. D]

(4d) The Local Union will furnish Local Management, not later than fifteen (15) days prior to implementation of the automatic dues deduction system at any plant, the names of all members paying dues direct to the Local Union. Thereafter, the Local Union will advise Management, promptly, of any changes to this list.

[See Par. (4f),(4j),(4l),(4o),(4r)]

(4e) Any dispute arising as to the employee's membership in the Union shall be reviewed by a representative of Local Management and the Chairperson of the Local Shop Committee and/or the Financial Secretary, and if not resolved, may be decided by the Impartial Umpire.

(4f) "Member of the Union" as used in paragraphs (4) and (4a) above means any employee who holds

membership in the Union. Such members shall not be more than thirty (30) days in arrears in the payment of membership dues.

(4g) Initiation fees for membership in the Union shall not exceed the maximum prescribed by the Constitution of the International Union at the time the employee becomes a member.

(4g1) In any state wherein Paragraphs (4) and (4a) of this Agreement cannot be made effective because of state law, an employee who is not a member of the Union at the time this Agreement becomes effective shall pay to the Union as a condition of continued employment, within ten (10) days after the thirtieth (30th) day following the effective date of this Agreement or within ten (10) days after the thirtieth (30th) day following employment, whichever is later, a sum equal to the Union's or Local's initiation fee charged members and also a sum monthly which is equal to the monthly dues required of the Union's or Local's members at each location, provided that such condition of continued employment is not prohibited by state law and, provided further, that such condition of continued employment continues to be lawful under the National Labor Relations Act, as amended.

(4g2) Any dispute which may arise as to whether or not an employee has paid the sum of money which is required to be paid as a condition of continued employment under Paragraph (4g1), shall be reviewed with the employee by a representative of the Local Union and a representative of Local Management. Should this review not dispose of the matter, the dispute may be referred to the Umpire whose decision shall be final and binding on the employee, the Union and the Corporation.

(4h) During the life of this Agreement, the Corporation agrees to deduct from the pay of each employee, or notify the Trustee of the Delphi-UAW Supplemental Unemployment Benefit Plan Fund to deduct from each such employee's Regular Benefits, Union membership dues levied by the International Union or Local Union in accordance with the Constitution and By-Laws of the Union, provided that each such employee executes or has executed the following "Authorization for Check-Off of Dues" form; provided further however, that the Corporation will continue to deduct monthly membership dues from the pay of each employee for whom it has on file an unrevoked "Authorization for Check-Off of Dues" form.

[See Doc. 18]
[See CSA #6]

(4i) Deductions shall be made only in accordance with the provisions of said Authorization for Check-Off of Dues, together with the provisions of this Section of the Agreement.

(4i1) Once each month, the designated financial officer may submit to Local Management a list showing the name and social security number for each employee who is certified as owing an initiation fee and/or monthly dues, specifying the amount of the liability and the period to which any such monthly dues liability applies.

[See Par. (4d)]

(a) This list shall be dated and shall be submitted on or before the first Tuesday following the third pay day in the month.

(b) Such amounts will be deducted from the first pay received following the first payroll period ending in the next following calendar month provided the employee has sufficient net earnings to cover the liability.

(4j) A properly executed copy of such "Authorization for Check-Off of Dues" form for each employee for whom Union membership dues are to be deducted hereunder, shall be completed by the employee and submitted to the Local Management before any dues deductions are made, except as to employees whose authorizations have heretofore been delivered to Local Management. Deductions shall be made thereafter, only under the applicable "Authorization for Check-Off of Dues" forms which have been properly executed and are in effect. Local Management shall deliver to the Local Union an "Application for Membership" form for each employee for whom Union membership dues are to be deducted under the provisions of the Check-Off except as to employees whose authorizations have heretofore been delivered.

[See Par. (4d)]

(4k) Check-Off deductions under all properly executed "Authorizations for Check-Off of Dues" forms which have been delivered to the respective Local Managements on or before the effective date of this Agreement, shall begin with the first month following the effective date of this Agreement.

[See Doc. 18]
[See CSA #15]

(4l) The initial monthly dues deduction from the pay of an employee who completes an "Authorization for Check-Off of Dues" form shall be made from the second pay received by the employee following the date on which the authorization was executed. It shall be presumed that employees owe initiation fees, unless they had previously executed an "Authorization for Check-Off of Dues" form at that plant, and such initiation fees will be deducted simultaneously with the initial deduction as specified in this paragraph. Thereafter, the Union membership dues for each succeeding calendar month shall be deducted as follows:

[See Par. (4d)]

(a) The deduction for monthly dues will be made from the first pay received following the first payroll period ending in the calendar month. All payroll periods ending in a calendar month will constitute, in the aggregate, the dues deduction month. Regular monthly dues and past dues or initiation fees, if any, will be deducted provided the employee has sufficient net earnings to cover the deductions. In the event there are insufficient net earnings, the deductions will be made from the subsequent pay or Regular Benefit received by the employee that is sufficient to cover the deductions. Any liability will be carried forward until the employee has sufficient net earnings to cover the deduction or breaks seniority, whichever occurs first. However, deductions will only be made from Regular Benefits provided the employee has an applicable "Authorization for Check-Off of Dues" form in effect as of the date the deduction is made. In the event an employee has a past dues or initiation fee liability and receives a payment for the unused portion of Vacation Entitlement, such liability may be deducted from such payments.

(b) The dues deducted from an employee's earnings will be a sum equivalent to two (2) hours straight time pay and will be based upon the employee's hourly wage rate including cost of living allowance but excluding all other premiums for the job classification of record held by the employee during the pay period to which the deduction applies.

(c) ***(This paragraph was deleted during 1993 National Negotiations.)***

(d) In the event of a retroactive change in an employee's job classification of record for the pay period in which dues have been deducted, there will be no retroactive adjustment in the Check-Off of Union membership dues.

(e) The amount deducted from an employee's

pay pursuant to these provisions shall be in addition to an amount which may be authorized by a Local Union pursuant to the Constitution and By-Laws of the Union and of which the Local Union has given notice to Local Management.

(f) In the event an employee does not receive a paycheck for a payroll period ending in a dues deduction month prior to the receipt of a Regular Benefit applicable to any such period, union dues in the amount of five dollars ($5.00) or such other amount as may be established as dues shall be deducted from the Regular Benefit, provided the employee has the applicable "Authorization for Check-Off of Dues" form in effect as of the date the deduction is made. In the event such an employee subsequently receives a paycheck for a payroll period ending in the same dues deduction month, the difference between the amount of union dues paid and the amount then owing will be deducted from such paycheck.

(4m) In the case of employees rehired, or returning to work after layoff or leave of absence, or being transferred back into the bargaining unit, who previously have properly executed "Authorization for Check-Off of Dues" forms, deductions will be made for membership dues as provided herein.

(4n) In cases where a deduction is made which duplicates a payment already made to the Union by an employee, or where a deduction is not in conformity with the provisions of the Union Constitution and By-Laws, refunds to the employee will be made by the Local Union.

[See Par. (4o),(4p),(4q)]

(4o) Dues deductions shall be remitted to the designated financial officer of the Local Union once each month as soon as available but no later than 10 days after the regular deduction date. Any deductions

made from subsequent payrolls or from Regular Benefits paid during payroll periods that end in the calendar month shall be included with the remittance for the following month. Local Management shall furnish the designated financial officer of the Local Union, monthly, with the names, social security numbers, department numbers and clock numbers of those for whom deductions have been made, the amounts of the deductions and the amounts deducted, by employee and in total, respectively, for initiation fees, regular monthly dues, and S.U.B. dues. Regular monthly dues and S.U.B. dues shall be identified as to the period to which such deductions apply. This information should be furnished along with the dues remittance. The designated financial officer will be advised of the order in which the names will be listed and of any future changes in the order of the listing as far in advance as possible. The foregoing notwithstanding, deductions made on a declining balance basis, deductions of a past dues or initiation fee liability from a Regular Benefit and deductions from pay for a liability incurred more than six (6) months prior to the actual deduction date will not be identified to a specific deduction month.

[See Par. (4d),(4n)]
[See Doc. 18,19]

(4p) Any dispute which may arise as to whether or not an employee properly executed or properly revoked an "Authorization for Check-Off of Dues" form, shall be reviewed with the employee by a representative of the Local Union and a representative of Local Management. Should this review not dispose of the matter, the dispute may be referred to the Umpire, whose decision shall be final and binding on the employee, the Union and the Corporation. Until the matter is disposed of no further deductions shall be made.

[See Par. (4n)]

(4q) Neither the Corporation nor the Trustee of the

Delphi-UAW Supplemental Unemployment Benefit Plan Fund shall be liable to the International Union or its Locals by reason of the requirements of this Section for the remittance or payment of any sum other than that constituting actual deductions made from employee wages earned or from Regular Benefits received.

[See Par. (4n)]
[See CSA #6]

(4r) In the event net earnings are sufficient to cover Union membership dues for only one dues deduction month and an employee has a dues liability for more than one (1) month, the deduction will be for the current dues deduction month. In such situations membership dues for the past dues liability will be deducted from the next earnings received in that month or in a succeeding month in which the employee has sufficient net earnings to cover such Union membership dues.

[See Par. (4d)]

(4s) In the event an employee receives a back pay settlement or award for any calendar month for which no dues deduction has been made, a deduction for each such month shall be made from such settlement or award.

[See Doc. 18]

(5) The purpose of this Agreement is to provide orderly collective bargaining relations between the Corporation and the Union, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operation of the Corporation's business.

[See Par. (19),(34)]
[See Doc. 5,44,45,48]

(5a) If either party at a particular location believes hat the provisions of this Agreement are being dministered in a manner inconsistent with orderly llective bargaining relations, the circumstances will be scussed between the designated representative of

Local Management and the Chairperson of the Shop Committee in an effort to resolve the problem. In multi-plant divisions, if the problem is not resolved locally, it will be reviewed by divisional personnel and a representative of the General Motors Department of the International Union. If the problem is not resolved after exhausting the above procedure, the Corporation's Vice President of Human Resource Management or the Director of the General Motors Department of the International Union may request, in writing, a meeting of their designated representatives to discuss the problem and take appropriate action.

[See Par. (88),(215)]
[See Doc. 79,95]

(6) The Corporation will not interfere with, restrain or coerce employees because of membership or lawful activity in the Union, nor will it by discrimination in respect to hire, tenure of employment or any term or condition of employment, attempt to discourage membership in the Union.

(6a) It is the policy of Delphi Corporation and the UAW that the provisions of this Agreement be applied to all employees covered by this Agreement without discrimination based on age, race, color, sex, religion, national origin, disability or sexual orientation as required by appropriate state and federal law. Any claims of violation of this policy, claims of sexual harassment or of any laws regarding discrimination or harassment on account of disability may be taken up as a grievance.

When a grievance containing a claim of violation of this paragraph is appealed to the Shop Committee the Chairperson of the Shop Committee may refer the claim to a designated member of the Civil Rights Committee of the Local Union for a factual investigation and report. Any such investigation will be conducted in accordance with the provisions of Paragraph (33). Neither th Chairperson of the Civil Rights Committee, nor th

member of the committee that the Chairperson may designate to investigate such a claim in the Chairperson's place, shall receive pay from the Corporation based solely upon any activity arising pursuant to this paragraph.

The grievance and arbitration procedure shall be the exclusive contractual procedure for remedying such discrimination claims.

[See Par. (37)]
[See App. H]
[See Doc. 30,31,32,33,99,107,121]

(7) The Union agrees that neither the Union nor its members will intimidate or coerce employees in respect to their right to work or in respect to Union activity or membership, and further that there shall be no solicitation of employees for Union membership or dues during working time. The Union further agrees that the Corporation shall take disciplinary action for any violations of this provision.

(8) The right to hire; promote; discharge or discipline for cause; and to maintain discipline and efficiency of employees, is the sole responsibility of the Corporation except that Union members shall not be discriminated against as such. In addition, the products to be manufactured, the location of the plants, the schedules of production, the methods, processes and means of manufacturing are solely and exclusively the responsibility of the Corporation.

REPRESENTATION

(9) The Union shall be represented in each bargaining unit as follows:

In the ratio of not to exceed one district committeeperson for each two hundred and fifty employees covered by this Agreement except that in plants of five hundred or less employees there may be three committeepersons; in plants of five hundred to one thousand employees there may be five

committeepersons; in plants of one thousand to fifteen hundred there may be seven committeepersons. Any deviation from these rules to cover special conditions in any plant will be negotiated between the Corporation and the International Officers of the Union.

District Committeepersons

(10) Each bargaining unit will be districted by agreement between the Local Plant Management and the Shop Committee so that insofar as practicable each district on each shift shall contain approximately two hundred and fifty employees. Each committeeperson shall have a definitely defined district. The members of the Union in each such district shall select a committeeperson who is working in that district to represent the employees in that district. An alternate district committeeperson in each district, whose duties shall be the same as those of the regular district committeeperson for that district while the regular committeeperson is absent from the plant, may be selected by the members of the Union. The total number of employees receiving a regular payroll check for work performed (plus employees who did not receive a regular payroll check who are on an approved vacation or leave of absence pursuant to Paragraphs 103 and 109 - short term) during a week representative of normal operations, mutually selected by the Plant Management and Shop Committee, will be the number used for redistricting. Plants shall be redistricted not more frequently than at six-month intervals, upon request of either the Plant Management or Shop Committee, when there is a change in the number of employees equal to two hundred and fifty or five percent, whichever is greater. Thereafter, redistricting shall be accomplished within twenty working days of such request.

Shop Committees

(11) The Shop Committees in the plants covered

hereby shall be as follows, except in plants up to 5000 employees the Union has the option of selecting plan A or plan B where applicable:

Employment In Plant		Number Districts in Plant	Shop Committee Consists of: District Committee-persons	Shop Committee-persons at Large	Total Shop Committee-persons
Up to 51		2	2	0	2
51 to 500	*Plan A*	3	3	0	3
	Plan B	2	2	1	3
500 to 1000	*Plan A*	5	5	0	5
	Plan B	4	4	1	5
1000 to 1500	*Plan A*	7	7	0	7
	Plan B	6	6	1	7
1500 to 2500	*Plan A*	6 to 10	7	0	7
	Plan B	6 to 10	5	2	7
2500 to 3500	*Plan A*	10 to 14	5	2	7
	Plan B	10 to 14	4	3	7
3500 to 5000	*Plan A*	14 to 20	4	3	7
	Plan B	14 to 20	3	4	7
5000 to 7000		20 to 28	0	7	7
7001 to 9250		29 to 37	0	8	8
9251 to 10,500		38 to 42	0	9	9
10,501 to 11,750		43 to 47	0	10	10
11,751 to 13,000		48 to 52	0	11	11
13,001 and up		53 & over	0	12	12

(12) In plants in which one or more members of the Shop Committee is elected at large, one of such members shall be the Chairperson of the Shop Committee.

(13) Each member of the Shop Committee elected at large shall have a definitely defined zone as may be agreed upon between the Shop Committee and the Plant Management. Where the Chairperson of the Shop Committee is elected at large, the entire plant shall constitute the Chairperson's zone. In the event a committeeperson is requested in a district at a time when both the district committeeperson and the alternate are absent from the plant, the zone committeeperson for the zone in which such district is located will be called

to handle the complaint. In the event the zone committeeperson is also absent from the plant, the Chairperson of the Shop Committee will be called.

(14) In the larger plants, by agreement between the Plant Management and Shop Committee, a subcommittee made up of not less than two nor more than six of the district committeepersons in a subdivision of the plant may be formed to meet with the representatives of Management in charge of such plant subdivision. A member of the Shop Committee for that zone may participate in such meeting. Grievances not settled by them may be referred to the Shop Committee as a whole for appeal to highest Local Plant Management.

Meetings of Shop Committees

(15) Each plant shall have a regularly scheduled meeting between representatives of the Local Management and the Shop Committee weekly, unless otherwise agreed between the Local Management and the Shop Committee to extend the time between meetings, at a time to be mutually agreed upon between the Committee and the Local Management. Emergency meetings will be arranged by mutual agreement. Regularly scheduled meetings should not be cancelled or rescheduled except where necessary.

Employment and Job Status of Committeepersons (District, Zone, and Chairpersons of Shop Committees)

(16) Committeepersons will be employed as full-time Union representatives during their scheduled working hours. They will function for the purpose of adjusting grievances in accordance with the Grievance Procedure and for other legitimate representation functions. Committeepersons will carry out their duties and functions as Union representatives in accordance with the chart set out below:

Purpose	District Committeepersons	Members of Shop Committee		
		Who are also District Committeepersons	Who are not District Committeepersons	Chairpersons of Shop Committees
Handle Grievances as provided in Par. (29) of Grievance Procedure	In their respective districts	In their respective districts	None	None
Handle Appealed Grievances with higher supervision as provided in Par. (30) of Grievance Procedure	According to agreed local practice			
Investigate Grievances Appealed to Shop Committee as provided in Par. (33) of Grievance Procedure	None	In any district	In any district (1)	In any district
Meetings with Management	None	On Meeting Days (4)		
Handle other legitimate representation functions. (2)	In their respective districts	In their respective districts	In their respective zones (3)	In any district or zone

(1) As a general rule, such committeepersons will not be assigned to investigate appealed grievances in zones other than their own.

(2) Other legitimate representation functions are defined as normal in-plant activities pertaining to the administration of the National Agreement and written local agreements including, but not limited to, participation in joint programs such as health and safety programs, product quality initiatives, skill development activities, etc.; and, provided such activities do not interfere with the work of other employees, supervision or the efficiency of operations.

(3) Or in another zone when designated by the Chairperson if the regular Zone Committeeperson for that Zone is absent from the plant.

(4) Shop Committeepersons attending Management-Shop Committee meetings on shifts other than their regular shift will be paid for time spent in such meetings, with the understanding that their total hours paid for the day in question will not exceed their regularly scheduled shift hours for that day and such changes in shift hours for this purpose will not result in the payment of overtime premium [pursuant to Paragraph (85)(a)]. It is further understood that the above will not result in any increase in representation being furnished as a result of the Zone Committeepersons not working a full shift on their regular shift.

[See App. I]

(17) Individuals shall not be eligible to serve as committeepersons unless they are employees and until their names have been placed on the seniority list and they are working in the plant.

[See Par (23a)]
[See App. I]
[See Doc. 7]

(18) It is mutually agreed that the prompt adjustment of grievances is desirable in the interest of sound relations between the employees and the Management.

[See Par. (5),(34)]
[See App. I]
[See Doc. 5,44,45,48]

(19) The prompt and fair disposition of grievances involves important and equal obligations and responsibilities, both joint and independent, on the part of representatives of each party to protect and preserve the grievance procedure as an orderly means of resolving legitimate grievances.

Committeepersons acting properly in their official capacity should be free from orders by supervision which, if carried out, would impair the orderly investigation and presentation of grievances. Actions which tend to impair or weaken the grievance procedure, whenever they occur or in whatever manner or form, are improper.

Committeepersons have a responsibility to the Union and the employees they represent to conduct themselves in a businesslike manner and shall conform to the shop rules. The normal standard of conduct applicable to all employees shall be applied to committeepersons.

[See Par. (5)]
[See Doc. 7,44,45]

(20) Upon entering a department in the fulfillment

of their duties, committeepersons shall notify the supervisor of that department of their presence and purpose or give the supervisor a copy of the written complaint if one has not already been provided.

(20a) In the event an employee requests representation under Paragraph 29 prior to being notified of a temporary transfer to another district, the committeeperson for the employee's regular district may respond to the request, providing the districts involved are in reasonable proximity and there is no change of shift.

(21) For the purposes of representation in handling grievances and performing other legitimate representation functions as provided herein, committeepersons will be scheduled to report at the plant as follows:

1. All regular hours up to eight that their district or zone is scheduled to operate, on their respective shifts.

2. Other than regular hours (including overtime, part time or temporary layoffs, shutdown for model change, inventory or plant rearrangement) when ten (10) or more of the people they normally represent are working in their district or zone on their respective shift. Employees on continuous seven-day operations or operations manned by rotating or alternating shifts will not be considered in applying this provision.

When district committeepersons who would be scheduled to report during overtime hours, as provided herein, advise Management in advance that they will be absent during such hours, Management will schedule the alternate committeepersons for those districts to report. If committeepersons have been scheduled to report and fail to inform Management that they will not be at work,

Management will not be responsible for calling the alternate committeeperson.

[See Doc. 7]

(21a) The shift starting and ending time for committeepersons will be the starting and ending time of the majority of the employees they represent. The provisions of this Representation Section do not require that Committeepersons be called earlier than their regular starting times because some employees in their districts start work earlier than their starting times or be given overtime when some employees in their districts start and quit later than their regular shift hours.

[See Doc. 7]

(21b) Any problem arising under or not covered by the above provisions, including representation for shifts comprising fewer than 250 employees, shall be subject to local negotiations with the Plant Management, with the right of appeal under the Grievance Procedure. If the problem is not resolved through local negotiations, it may be raised by the General Motors Department of the International Union directly with the Corporation's Labor Relations Staff.

(21c) In the event of a reduction in force:

Committeepersons (including Chairpersons of Shop Committees, Zone and District Committeepersons) shall be retained regardless of seniority as long as any employees whom they represent are retained at work in their district or zone.

Alternate committeepersons shall, at the point they would be subject to being removed from their respective district, be retained on a job they can do that is operating in their district. If after complying with all of the terms of this Agreement, alternate committeepersons are laid off, they will be the first to be recalled in their regular

groups when work starts in those groups on their own jobs or on other jobs in their districts that they can do.

[See Doc. 7]

(22) Committeepersons shall enter and remain in the plant only on their respective shifts unless otherwise agreed to by the Plant Management. They shall be paid at their regular rate for the time spent in the plant on their respective shifts as provided in this Representation Section.

[See App. I]
[See Doc. 7]

(22a) Committeepersons shall establish a regular rate equal to their regular straight time hourly rate, as of the time they assumed their duties as Committeepersons.

This rate shall be adjusted in accordance with any adjustments made in the rate for the classification the Committeeperson then held.

When provisions of the Local Seniority Agreement entitle committeepersons to return to their former groups on higher rated jobs, their rates will be adjusted in accordance with such provisions. Also Committeepersons are eligible for promotion to higher rated jobs in their District or Zone in accordance with Paragraphs (63)(a)(1), (63)(a)(2) or (63)(b) provided they are the most senior applicant and they are capable of doing the job.

[See Doc. 7]

(22b) All Committeepersons shall ring in and out, or otherwise account for their time, in the manner required by the Local Management. Problems regarding the administration of this provision may be referred directly to the General Motors Department of the International Union and the Delphi Labor Relations Staff for resolution.

[See Doc. 7]

Job Status - Local Union Officials

(23) The President, one Vice-President, the Local Union Benefit Representative(s), the two Union Local Apprentice Committee members and the Local Joint Programs Representatives provided for in Document No. 46 shall, at the point where they would be subject to layoff from the plant in a reduction in force, be retained at work in the plant regardless of their seniority, provided they can do a job that is operating. This will not apply in cases of temporary layoffs for model change, inventory, material shortages, machine breakdowns, etc.

[See Doc. 7,46]

(23a) While on leave of absence, no employee shall serve as a committeeperson.

[See Par. (17)]
[See Doc. 7]

(24) Committeepersons shall be governed by the local plant rules regarding employees entering and leaving the plant. However, members of the Shop Committee and Local Union Presidents may leave the plant on Union business when arrangements are made as far in advance as possible with the Plant Management by the President of the Local Union, Chairperson of the Shop Committee or International Representative.

[See Doc. 7,77]

(24a) Chairpersons of Shop Committees in plants employing 500 or more employees will be permitted to leave the plant in accordance with Paragraph (24) and will be paid their regular rates for up to six (6) hours per day Monday through Friday while they are out of the plant in the performance of legitimate representation functions during straight time hours when they would otherwise be entitled to be in the plant for representation purposes. They shall notify the designated Management representative, if available, when leaving and returning

to the plant during working hours. Chairpersons of Shop Committees in plants employing less than 500 employees will be permitted to leave the plant in accordance with the above and will be paid their regular rate for up to twenty (20) hours per week, which will be a reservoir available at the start of the week, to be drawn upon during the week Monday through Friday. Any single period of absence must be for a minimum of two (2) or a maximum of six (6) hours.

(25) The names of the committeepersons and alternate committeepersons in each district and the names of the committeepersons constituting the Shop Committee shall be given in writing to the Local Management. No committeepersons shall function as such until the Local Management has been advised of their selection, in writing, by the officers of the Local Union, Chairperson of the Shop Committee, or an International Officer. Any changes in committeepersons shall be reported to the Local Management in writing as far in advance as possible.

(26) International Executive Officers of the Union, or their representatives, duly authorized to represent the International Union at Shop Committee meetings, or the President of the Local Union if not employed in the plant, will be permitted to attend meetings between the Shop Committee and the Management of any plant. Presidents of Local Unions who work in the plant and are not Shop Committeepersons may attend Shop Committee meetings in that plant and will be paid their regular rates for time spent in such meetings for the hours they would otherwise have worked in the plant. The Plant Manager, or designated representative, shall not be requested to meet with more than two such representatives, whose names must have been submitted previously to the Corporation and who must be prepared to show proper credentials. Written request will be given to Plant Management at least twenty-four (24) hours

before each meeting in all cases covered by this paragraph.

(27) Committeepersons having individual grievances in connection with their own work may ask for a member of the Shop Committee to assist them in adjusting the grievance with their respective supervisors.

[See Doc. 7]

GRIEVANCE PROCEDURE

Step One. Presentation of Grievance to Supervisor

(28) Any employee having a grievance, or one designated member of a group having a grievance, should first take the grievance up with the supervisor who will attempt to adjust it.

[See Par. (224)]

(29) Any employee may request the supervisor to call the committeeperson for that district to handle a specified grievance with the supervisor. The supervisor will send for the committeeperson without undue delay and without further discussion of the grievance.

[See Par. (20a)]
[See App. I]
[See Doc. 5;7-Sec.IV]

(30) If the grievance is not adjusted by the supervisor, it shall be reduced to writing on forms provided by the Corporation, and signed by the employee involved and one copy shall be given to the supervisor. The committeeperson shall then take the grievance up with higher supervision with or without another committeeperson, according to the agreed local practice.

[See Par. (77)]
[See App. I]

Step Two. Appeal to Shop Committee

(31) If the case is not adjusted at this step, it may be referred to the Shop Committee (or subcommittee where established).

(32) In plants in which subcommittees are established, cases not adjusted by the subcommittee and the representative of Management may be appealed to the Shop Committee as a whole to be taken up with the highest Local Management.

(33) After a written grievance signed by the employee making the complaint has been appealed to the Shop Committee by a committeeperson, the Chairperson of the Shop Committee may designate one of its members to make a further investigation of the grievance in order to discuss the grievance properly when it is taken up by the Shop Committee at a meeting with the Management. After a grievance has been discussed at the Shop Committee meeting and before the submission of Notice of Unadjusted Grievance, the designated Shop Committeeperson may reinvestigate the grievance in the light of any new facts disclosed in the Shop Committee meeting or appearing in the Shop Committee Minutes.

[See Par. (6a),(79d),(125)]
[See App. K,IV(C)(12)]

(34) A final decision on appealed grievances will be given by a representative of the highest Local Management within a maximum of fifteen working days from the date of first written filing thereof unless a different time limit is established by local agreement in writing. Any grievance not appealed from a decision at one step of this procedure in the plant to the next step within five working days of such decision, shall be considered settled on the basis of the last decision and not subject to further appeal. However, in plants where

there are less than twenty-five hundred employees, the Shop Committee may, upon notifying the Plant Management in writing, substitute a ten (10) day period for the fifteen (15) day period and a three (3) day period for the five (5) day period. Provided further, however, that within the applicable time limits of this Paragraph a grievance may be withdrawn by mutual agreement without prejudice to either party.

[See Par. (5),(19)]
[See Doc. 44,45]

(35) Written answers will be given by the Management to all written grievances presented by the Shop Committee.

(36) The question of supplying minutes of the Shop Committee meetings with the Management to the Shop Committee and the form of such minutes is a matter to be negotiated with the Management of each plant by the Committee involved. In the interest of expediting orderly procedure, it is desirable for the Chairperson of the Shop Committee to furnish Management with an agenda of the matters, including a listing of grievances the Union desires to discuss at the meeting. The agenda if submitted should be furnished as far in advance of the meeting as possible. Such an agenda would not preclude discussion of other pertinent subjects. The minutes of Shop Committee meetings will be furnished to the Chairperson of the Shop Committee within six (6) calendar days from the date of the meeting.

Such minutes should include:

(1) Date of meeting.

(2) Names of those present.

(3) Statement of each grievance taken up and discussed, also, in summary fashion, of the Union's

contention or, at its option, a written contention, in the event of failure to adjust.

(4) Management's written answer on each grievance, with reason for same if answer is adverse.

(5) "Highlights" of the meeting, these including specific questions asked by the Committee on policy matters and any answers to such questions given by Management.

(6) Date of approval, and signatures as agreed upon locally.

The above provisions shall not interfere with any mutually satisfactory local practice now in effect.

Step Three. Appeal to Corporation and International Union

(37) If the grievance is not adjusted at this step and the Shop Committee believes it has grounds for appeal from the Plant Management decision, the Chairperson of the Shop Committee will give the Plant Management a written "Notice of Unadjusted Grievance," on forms supplied by the Corporation, and the Chairperson or designated member of the Shop Committee will then prepare a complete "Statement of Unadjusted Grievance," signed by the Chairperson of the Shop Committee, setting forth all facts and circumstances surrounding the grievance, and where an alleged violation of Paragraph (6a) is included in the grievance, a statement of the facts and circumstances supporting such claim. The Plant Manager, or a designated Management representative, will also prepare a complete "Statement of Unadjusted Grievance" and the Management's reason in support of the position taken, igned by the Plant Manager or an authorized 'anagement representative. Three copies of the Union's tement will be exchanged with the Management for

three copies of the Management's statement as soon as possible and in any event within five (5) working days of the date of filing the Notice of Unadjusted Grievance. The exchange of statements shall take place fifteen (15) working days after receipt of the Plant Management's decision, unless this time is extended by mutual agreement in writing, in which event the thirty days for appeal by the Regional Director as provided in Paragraph (38) shall be automatically extended by the same number of days as the amount of extended time for exchanging "Statements of Unadjusted Grievance." Each Shop Committee shall consecutively number each "Statement of Unadjusted Grievance" from one upward for identification purposes.

[See Par. (6a),(77),(79e)]

(38) The Chairperson of the Shop Committee shall then forward copies of the "Statements of Unadjusted Grievance," to the Regional Director of the International Union. The Regional Director will review the case and determine if an appeal shall be made. The Regional Director or a specified representative and the Director of the General Motors Department of the International Union or a specified member of the Director's staff will be granted permission to visit the plant for the purpose of investigating the specific grievance involved in "Statements of Unadjusted Grievance," providing such a grievance is of the nature that observation or investigation will aid in:

[See Par. (43a),(77),(79e)]
[See Doc. 52]

(1) Arriving at a decision as to whether or not a grievance exists;

(2) Arriving at a decision as to whether or not such grievance shall be appealed;

(3) The purpose of its proper presentation in the event of appeal.

Such visits will occur only after the following procedure has been complied with:

(a) The names of the individuals who will be permitted to enter the plant must be submitted in writing to Local Management previous to the date such entry is requested. Such names will be submitted to the Corporation by the General Motors Department of the International Union.

(b) The Regional Director shall give notice in writing to Plant Management of the request for entry and will identify the representative designated to make the visit and the specific grievance to be investigated. In the case of the Director of the General Motors Department or a specified member of the Director's staff, notice may be given either verbally or in writing.

(c) Plant Management will acknowledge receipt of the request and set a time during regular working hours which is mutually agreeable for such visit.

(d) A member of the Shop Committee or a district committeeperson may accompany the Union representative during such visit if their presence is requested. Management representatives may accompany the Union representatives during such visit.

(e) Only one such visit on a specified grievance shall be made by the Regional Director, or specified representative, unless otherwise mutually agreed to.

(f) Such visits shall be restricted to the time mutually agreed upon in Point (c) above and shall be of reasonable duration and shall be subject to all plant rules and regulations which apply to employees and all

regulations made by the United States Army, Navy and Federal Bureau of Investigation.

It is mutually agreed that the purpose of this provision is solely to facilitate the operation of the grievance procedure, and that the Union representative shall confine such a visit to its stated purpose. If it is necessary the Union representative may interview the employee or employees signing the grievance and employees in the bargaining unit who have information relevant to the case. Such interview shall be a private interview when requested by the Union Representative and a suitable place will be provided.

Any dispute developing out of the application of these provisions may be finally determined by the Umpire.

If the Regional Director shall decide to appeal the case, notice shall be given on the form "Notice of Appeal" supplied by the Corporation, sending one copy each to the Local Plant Management and the Chairperson of the Shop Committee. Such "Notice of Appeal" will carry the same case number as the "Statement of Unadjusted Grievance." Except as provided in Paragraph (79e), any case not appealed within thirty days, or within thirty days plus any agreed upon extension of time for exchanging Statements of Unadjusted Grievance as provided in Paragraph (37), after the date the written Statements of Unadjusted Grievance are exchanged, or, in any event, within forty-five (45) days of the date of the written decision of Local Plant Management to the Shop Committee, shall be finally and automatically closed on the basis of the written decision of the Local Plant Management to the Shop Committee and shall not be subject to further appeal. The forty-five (45) day time limit for appeal shall be extended by the same number of days the local parties agree to extend the time limit for the exchange

of Statements of Unadjusted Grievances. No case shall be reopened unless the Regional Director shall submit new evidence to the Plant Management and it is mutually agreed by them that such case should be reopened. The case shall then date from the date it is reopened.

(39) The case will then be considered by an Appeal Committee consisting of four members as follows: For the Union, the Regional Director or one specified representative of the Regional Director who is permanently assigned to handle all cases arising under this Agreement, in all plants in that region, and the Chairperson or another designated member of the Shop Committee of the plant involved; and two representatives of Local or Divisional Management, one of whom has not previously rendered a decision in the case. No person shall act as a representative of a Regional Director in meetings of the Appeal Committee unless the designated person's name has been given to the Corporation in writing by the International Union. A representative of the International Office of the Union and/or a representative of the Labor Relations Staff of the Corporation may also attend such meetings at any time. Upon the written request of the Chairperson of the Shop Committee and the Regional Director, or specified representative, to the Plant Management, twenty-four (24) hours in advance of the meeting, a member of the Shop Committee (or the district committeeperson, in lieu of such Shop Committeeperson, who has previously handled such case) will be permitted to participate in the appeal meeting on such case. Whenever the Union requests the presence of a third representative at the appeal hearing, Management may also select a third representative who has previously handled the case, to participate in the appeal meeting on such case.

[See Par. (54)]

(40) Attendance of district committeepersons at Appeal Committee meetings shall be considered as absence from the Plant. Such committeepersons will be paid their regular rate of pay for time spent in such meetings of the Appeal Committee for the hours that they would otherwise have worked in the plant.

(41) Meetings of the Appeal Committee shall be held not more frequently than once each two weeks for each bargaining unit, unless mutually agreed otherwise. In the event no meetings of the Appeal Committee have been held for more than two weeks, meetings will be arranged within seven days after "Notice of Appeal" has been received.

(42) If an adjustment of the case is not reached at this meeting, the Management will furnish a copy of its decision in writing and a copy of the minutes of the meeting, to the Chairperson of the Shop Committee and the Regional Director within five working days after the meeting, unless this period is extended by mutual agreement in writing.

(42a) Special Procedure - Contracting of Work

[See Par. (46)(1)]
[See App. F-F2]

Grievances charging a violation of the Corporation's express commitments set forth in Paragraph (183a), (183b), (183c), (183e) and Appendix F-1 shall be handled in the following manner:

(1) When a grievance arises involving the above, it shall be reduced to writing on forms provided by the Corporation, signed by the Chairperson of the Shop Committee or the Shop Committeeperson involved, and referred to the Shop Committee at Step Two of the grievance procedure. The grievance may then be processed in the Grievance Procedure through

Step Four under the terms of the National Agreement, unless the Director of the GM Department of the International Union elects otherwise as provided in Paragraph (42a)(2) below.

(2) *Within thirty (30) days of the date of Notice* of Appeal to the Umpire, written notice will be given to advise the Executive Director of Industrial Relations of the Corporation of any case which the Director of the General Motors Department of the International Union has elected to refer back to the Appeal Committee. Thereafter, the bargaining procedure provided in Paragraph (117) may then be applicable.

Step Four. Appeal to Impartial Umpire

(43) In the event of failure to adjust the case at this point, it may be appealed to the impartial Umpire, providing it is the type of case on which the Umpire is authorized to rule. Notice of appeal of such cases to the Umpire by the Union shall be given by the Regional Director to the Plant Management of the Plant in which the case arose, with copies to the Labor Relations Staff of the Corporation in Troy, Michigan and to the International Union Office at Detroit; in cases appealed to the Umpire by the Corporation, notice of such appeal will be given by the Corporation to the International Union Office in Detroit. Cases not appealed to the Umpire within twenty-one days from the date of a final decision given after review in an Appeal Committee meeting shall be considered settled on the basis of the decisions so given; provided, however, that within the twenty-one (21) day time limit of this paragraph a case may be withdrawn by mutual agreement without prejudice to either party.

[See Par. (55)]
[See Doc. 48]

(43a) After a case has been appealed to the Umpire but prior to the Umpire hearing of the case, the Director of the General Motors Department of the International Union or a specified member of the Director's staff will be granted permission to visit the plant for the purpose of investigating the specific grievance in accordance with all of the provisions of Paragraph (38) regarding plant visits.

(43b)(1) Any grievance involving a dispute regarding an employee's job assignment which has resulted in a loss of work (except as provided in [a] below), or a refusal of Management to return an employee to work from sick leave of absence by reason of the medical findings of a physician or physicians acting for the Corporation, will be initiated at the Second Step, if such findings are in conflict with the findings of the employee's personal physician with respect to whether the employee is able to do a job to which the employee is entitled, in line with the employee's seniority, or do the disputed job assignment as the case may be. Failing to resolve the question, the parties may refer the employee to a local clinic or physician mutually agreed upon for an impartial medical opinion as to whether the employee is or is not able to do a job to which the employee is entitled, in line with the employee's seniority, or do the disputed job assignment as the case may be. If Management and the Union are unable to agree on any aspect of the referral to a clinic or physician, the case may be appealed as provided in the grievance procedure. Without adding to or modifying any other provisions of this Agreement or any of its Supplements, where an Impartial Medical Opinion (IMO) Program is in effect in a plant the medical authority(s) approved for such program may be the "local clinic or independent physician" provided for above. The expense of any mutually agreed to physical examination(s) in

accordance with the above provisions of this Paragraph (43b) shall be paid one half by the Corporation and one half by the Local Union.

[See Par. (216)]

(a) This procedure will also be applicable to a situation where an employee is prevented from being transferred to a job classification because of a medical finding by a physician acting for the Corporation, which medical finding the employee's personal physician does not thereafter detect.

(2) In the event the Corporation and the International Union are unable to mutually agree at the Third Step, on the referral to a clinic or physician, the case shall be considered as automatically appealed to the Umpire and shall be scheduled for Umpire Hearing as expeditiously as practicable. The case will then be handled in accordance with Paragraph (45). Information furnished the Umpire shall include all relevant and material medical information that the parties themselves have jointly considered. When deciding medical questions, the Umpire shall seek such competent medical advice, including specialists, as the Umpire may deem appropriate. Any examination of the employee by the medical personnel selected by the Umpire shall be conducted as close as feasible to the city in which the plant where the grievance arose is located.

(3) Any decision by a mutually agreed to medical authority at any step of this Paragraph (43b) procedure, or by the Umpire, shall be final and binding on the Union, the employee involved and the Corporation. Any retroactive pay due an employee shall be limited to a period commencing with the date of filing of the grievance, or the date the employee became able to do a job to which the employee is entitled, in line

with the employee's seniority, whichever is the later. The Umpire shall have full discretion to set the amount of back pay, if any, when a dispute exists as to the back pay to which an employee may be entitled for any period during the processing of the grievance when the employee refuses to cooperate with diagnostic medical procedures at other than the employee's own expense.

(44) The impartial Umpire shall have only the functions set forth herein and shall serve during the term established by contract for as long as the Umpire continues to be acceptable to both parties. The fees and expenses of the Umpire will be paid one-half by the Corporation and one-half by the Union and all other expenses shall be borne by the party incurring them.

(45) All cases shall be presented to the Umpire in the form of a written brief prepared by each party, setting forth the facts and its position and the arguments in support thereof. The Umpire has discretion to conduct appropriate investigation and may opt to hold a hearing open to the parties and examine the witnesses of each party and each party shall have the right to cross-examine all such witnesses and to make a record of all such proceedings.

[See Par. (43b)(2)]

Powers of the Umpire

(46) It shall be the function of the Umpire, after due investigation and within a reasonable period of time after submission of the case, to make a decision in all claims of discrimination for Union activity or membership and in all cases of alleged violation of the terms of the following sections of this Agreement, and written local or national supplementary agreements on these same subjects: Recognition; Representation; Grievance Procedure; Seniority; Disciplinary Layoffs

and Discharges; Call-In Pay; Working Hours; Leaves of Absence; Union Bulletin Boards; Establishment of New Plants; Strikes, Stoppages and Lockouts; Wages, except Paragraph (97); General Provisions; Apprentices; Skilled Trades, except as provided hereinafter; Vacation Entitlement; Holiday Pay; Paragraphs (79) through (79f), relative to procedures on Production Standards; Paragraph (79h); and of any alleged violations of written local or national wage agreements. The Umpire shall have no power to add to or subtract from or modify any of the terms of this Agreement or any agreements made supplementary hereto; nor to establish or change any wage; nor to rule on any dispute arising under Paragraphs (78) through (78d), (79g) or (79i) regarding Production Standards; nor to rule on a case handled pursuant to Paragraph (42a)(2). The Umpire shall have no power to rule on any issue or dispute arising under The Waiver Section, Paragraphs (226), (227) or the Pension Plan, Life and Disability Benefits Program, Health Care Program, Guaranteed Income Stream Benefit Program, Profit Sharing Plan, Personal Savings Plan, Legal Services Plan or Supplemental Unemployment Benefit Plan Section, except with respect only to the question of whether a discharged employee should receive a supplemental allowance pursuant to Section 7 of Article II of the Pension Plan (Exhibit A-1). Any case appealed to the Umpire on which the Umpire has no power to rule shall be referred back to the parties without decision.

[See Par. (220)]
[See App. F-2]
[See Doc. 39]
[See CSA #8]

(46)(1) In making a decision on a case alleging a violation of Paragraphs (183a), (183b), (183c), (183e), Appendix F-1, or Appendix L, the Umpire can only provide a remedy where the Umpire finds that (1) a

violation of the express commitments set forth in the above paragraphs, Appendix F-1, or Appendix L has been established, (2) the established violation resulted from the exercise of improper judgment by Management, (3) an E.I.T.S. or Journeyman/woman employee, who customarily would perform the work in question has been laid off or was allowed to remain on layoff as a direct and immediate result of work being subcontracted, or (4) in the case of Appendix L, an employee has been laid off or was allowed to remain on layoff as a result of work being outsourced, or not being brought in-house. The Umpire's remedy shall be limited to back wages for the affected employees as defined in (3) and (4) of this paragraph, and in the case of Appendix L, the Umpire may rule that the affected employees will be recalled and/or placed on regular productive work and the work in dispute or equivalent replacement work be returned to Delphi Corporation.

(46a) The Umpire may, pursuant to written agreement between the parties executed prior to the hearing, be directed to issue a Memorandum Decision in any case that may be presented to the Umpire, which Memorandum Decision shall be without precedent value and be limited to the Umpire's decision and the remedy, if any, in that specific case. The Umpire will issue the decision within ten (10) days following the date the Umpire hearing is concluded.

(47) The Corporation delegates to the Umpire full discretion in cases of discipline for violation of shop rules, or discipline for violation of the Strikes, Stoppages and Lock-outs Section of the Agreement.

[See Par. (8)]

(48) Any claims including claims for back wages by an employee covered by this Agreement, or by the Union, against the Corporation shall not be valid for a

period prior to the date the grievance was first filed in writing, except that:

[See Par. (77)]

(1) in cases based on a violation which is noncontinuing, such claims shall be valid for a period of not more than seven days prior to the date the grievance was first filed in writing unless the circumstances of the case made it impossible for the employee, or for the Union, as the case may be, to know that the employee, or the Union, had grounds for such a claim prior to that date, in which case the claim shall be limited retroactively to a period of forty-five days prior to the date the claim was first filed in writing;

(2) in cases based on a violation which is continuing, if the circumstances of the case made it impossible for the employee, or for the Union, as the case may be, to know that the employee, or the Union, had grounds for such a claim prior to that date, the claim shall be limited retroactively to a period sixty days prior to the date the claim was first filed in writing.

(49) Deductions from an employee's wages to recover overpayments made in error will not be made unless the employee is notified prior to the end of the month following the month in which the check (or payroll order) in question was delivered to the employee.

[See Par. (202)]

(50) All claims for back wages shall be limited to the amount of wages the employee would otherwise have earned from employment with the Corporation during the periods as above defined, and, in the case of protested discipline or loss of seniority, the amount of Supplemental Unemployment Benefits and Unemployment Compensation (provided the denial of this benefit is final) the employee applied for in a timely

manner, was otherwise entitled to, but did not receive because of such discipline or loss of seniority, less the following:

(1) Any Unemployment Compensation received for a week which corresponds to a week the employee would have worked for the Corporation which the employee is not obligated to repay or which the employee is obligated to repay but has not repaid nor authorized the Corporation to repay on the employee's behalf.

(2) Compensation for personal services other than the amount of compensation received from any other employment which the employee had when last working for the Corporation and which would have continued had the employee continued to work for the Corporation during the period covered by the claim. .

Wages for total hours worked each week in other employment in excess of the total number of hours the employee would have worked for the Corporation during each corresponding week of the period covered by the claim, shall not be deducted.

The calculation of a back pay award made pursuant to this paragraph will be provided to the employee involved upon request.

(51) No decision of the Umpire or of the Management in one case shall create a basis for a retroactive adjustment in any other case prior to the date of written filing of each such specific claim.

(52) After a case on which the Umpire is empowered to rule hereunder has been referred to the Umpire, it may not be withdrawn by either party except by mutual consent.

(53) There shall be no appeal from the Umpire's decision, which will be final and binding on the Union and its members, the employee or employees involved and the Corporation. The Union will discourage any attempt of its members, and will not encourage or cooperate with any of its members, in any appeal to any Court or Labor Board from a decision of the Umpire.

With respect to the processing, disposition and/or settlement of any grievance initiated under the Grievance Procedure Section of this Agreement, and with respect to any court action claiming or alleging a violation of this Agreement or any local or other agreement amendatory or supplemental hereto, the Union shall be the sole and exclusive representative of the employee or employees covered by this Agreement. The disposition or settlement, by and between the Corporation and the Union, of any grievance or other matter, shall constitute a full and complete settlement thereof and shall be final and binding upon the Union and its members, the employee or employees involved and the Corporation.

Neither the Corporation, nor the Union, nor any employee or group of employees, may initiate or cause to be initiated or press any court action claiming or alleging a violation of this Agreement or any local or other agreement amendatory or supplemental hereto, where such claim is also the subject matter of a grievance which is then open at any step of this grievance procedure.

No employee or former employee shall have any right under this Agreement in any claim, proceeding, action or otherwise on the basis, or by reason, of any claim that the Union or any Union officer or representative has acted or failed to act relative to presentation, prosecution or settlement of any grievance

or other matter as to which the Union or any Union officer or representative has authority or discretion to act or not to act under the terms of this Agreement.

[See Doc. 52]

(54) Any grievances which the Corporation may have against the Union in any plant, shall be presented by the Plant Management involved to the Shop Committee of that plant. In the event that the matter is not satisfactorily adjusted within two weeks after such presentation, it may be appealed to the third step of the Grievance Procedure upon written notice to the Local Union and the Regional Director of the Union. Thereafter the matter will be considered at the third step of the Procedure as provided in Paragraph (39). If the matter is not satisfactorily settled at this meeting or within five days thereafter by agreement, the case may be appealed to the Umpire by the Corporation upon written notice to the International Union at Detroit and to the Umpire.

(55) Any issue involving the interpretation and/or the application of any term of this Agreement may be initiated by either party directly with the other party. Upon failure of the parties to agree with respect to the correct interpretation or application of the Agreement to the issue, it may then be appealed directly to the Umpire as provided in Paragraph (43).

[See Par. (122)]
[See Doc. 87]

SENIORITY

Acquiring Seniority

(56) Employees shall be regarded as temporary employees until their names have been placed on the seniority list. There shall be no responsibility for the

reemployment of temporary employees if they are laid off or discharged during this period. However, any claim by a temporary employee rehired pursuant to Paragraph (64)(e), or any claim by any other temporary employee made after 30 days of employment, that their layoff or discharge is not for cause may be taken up as a grievance.

[See Par. (76b),(77),(95)]
[See App. A]
[See Doc.23]

(57) Employees may acquire seniority by working ninety days during a period of six continuous months in which event the employee's seniority will date back ninety days from the date seniority is acquired; provided, however, that employees rehired pursuant to Paragraph (64)(e) will acquire seniority on their first day of work.

Employees who are placed in permanent jobs at other Delphi facilities under the provisions of the *Memorandum of Understanding Employee Placement* will establish seniority at the secondary plant on the day they start at the secondary plant. Such employees will establish a plant seniority date in accordance with the Application of Corporate Seniority Section of Memorandum of Understanding Employee Placement.

[See Par. (73a),(107),(108),(135)]
[See Par. (137)(b),(157),(170)(a)-(b)]

(58) When employees acquire seniority, their names will be placed on the seniority lists for their respective occupational groups in the order of their seniority.

[See Par. (135)]
[See App. D]
[See App. A]

(59) Seniority shall be by non-interchangeable occupational groups within departments, group of departments or plant-wide, as may be negotiated locally

in each plant and reduced to writing. It is mutually recognized by the parties that written local seniority agreements are necessary. All local seniority agreements and modifications or supplements thereto shall be reduced to writing and be subject to the approval of the Corporation and the International Union.

When changes in methods, products or policies would otherwise require the permanent laying off of employees, the seniority of the displaced employees shall become plant-wide and they shall be transferred out of the group in line with their seniority to work they are capable of doing, as comparable to the work they have been doing as may be available, at the rate for the job to which they have been transferred.

[See Par. (68),(69),(134),(138)(a),(220)]
[See App. K,IV(C)15]
[See Doc. 70]
[See CSA #9]

Seniority Lists

(60) Up-to-date seniority lists shall be made available to all employees for their inspection within the plant either by posting where practical or by a satisfactory equivalent method. The method of displaying seniority lists is a matter for local negotiation.

(60a) The seniority lists shall contain each employee's name, occupational group, plant seniority date, and, if different than the employee's plant seniority date, skilled trades date of entry or skilled trades seniority date. This will not require a change in any mutually satisfactory local practice now in effect.

(61) Each three (3) months the Chairperson of the Shop Committee shall be given two up-to-date copies of the complete seniority list of the plant containing each employee's name, department number, occupational group or classification, plant seniority date, and, if

different than the employee's plant seniority date, skilled trades date of entry or skilled trades seniority date. An additional copy of each such list shall be given to the Financial Secretary. This will not require a change in any mutually satisfactory local practice now in effect.

(61a) Following the end of each month the Chairperson of the Shop Committee shall be furnished two copies and the Financial Secretary shall be furnished one copy of the list of names, department number and seniority dates of employees who during the preceding month have:

(a) Acquired seniority.

(b) Been granted leaves of absence for military service.

(c) Been granted other types of leaves of absence of more than thirty (30) days' duration.

(d) Returned to work from leaves of absence described in (b) and (c) above.

Local Management will designate on the list those employees who ceased to be subject to the check-off and the reason therefor.

(61b) Each week the Chairperson of the Shop Committee shall be furnished two copies and the Financial Secretary shall be furnished one copy of the list of names and department numbers of the employees who during the preceding week:

(a) Became new hires into the bargaining unit (designating those hired pursuant to Appendix A and, by classification, those hired as journeymen/women, including identification of apprentice graduates, and employees-in-training [E.I.T.]).

(b) Returned to work from permanent layoff.

(c) Transferred

(1) into the bargaining unit, or

(2) *out of the bargaining unit* (to supervisory or non-supervisory position).

(d) Had their employment terminated while in a temporary employee status, including the date of hire and last day worked of each such employee.

(e) Lost seniority, and the reason therefore (*designating those who were hired pursuant to Appendix* A).

(f) Became deceased (including retired employees).

(g) Were placed on permanent layoff.

The list shall contain the seniority dates of employees listed under (b), (c) and (g). It shall also include a notation of the seniority date of the employee with the longest seniority who is laid off or the "leveling off" date.

(61c) Each month the Financial Secretary shall be furnished with the names, social security numbers, department numbers and clock numbers of those employees on the active roll or on layoff, as of the last day of the final payroll period ending in the month, for whom no deductions were made during that dues deduction month and the reason therefor. In the event an employee breaks seniority or transfers out of the bargaining unit during the previous dues deduction month and has an unpaid dues liability, the amount of such liability will be shown on this list. This information should be furnished along with the dues remittance report described in Paragraph (4o). The Financial Secretary will be advised of the order in which the

names will be listed and of any future changes in the order of the listing as far in advance as possible.

[See Doc. 18,19]

Transfers

(62) When employees are transferred from one occupational group to another for any reason, there shall be no loss of seniority. However, in cases of transfers not exceeding thirty (30) days employees will retain their seniority in the occupational group from which they were transferred and not in the new occupational group, unless a longer period is specified for any plant or particular occupational group or groups by written local agreement.

[See Par. (72)]

(63) The transferring of employees is solely the responsibility of Management subject to the following sub-paragraphs. The provisions of this paragraph shall be applied without discrimination because of race, religion, color, age, sex, disability, sexual orientation, or national origin, so that equal employment opportunity will be afforded to all employees.

This Paragraph (63) will be openly displayed in each department in each plant in such a manner that it may be reviewed by the employees so that they will be aware of transfer and promotional opportunities that may become available to them and the procedure for expressing their desires. All classifications within a department and their rates of pay will also be openly displayed in that department so that employees will be aware of transfer and promotional opportunities that may become available to them. Local agreements that have been negotiated pursuant to sub-Paragraph (63)(b) below will also be so openly displayed in each department in each plant.

[See Par. (6a)]
[See Par. (72)]
[See App. K Att.A]
[See Doc. 20,54,70,97]

(63) (a) (1) Employees who desire advancement to higher paid classifications within their department or other established broader scope of selection, may make application to their supervisor or the Personnel Department on forms provided by the Corporation on which they may state their qualifications and experience. Thereafter, as openings occur, selection for the promotion will be from among such applicants and applicants for that classification that have filed pursuant to sub-Paragraph (2) below, who have applied at least one (1) week in advance of the opening in question, and where ability, merit and capacity are equal, the applicant with the longest seniority will be given preference.

[See Par. (120)]
[See Doc. 69]

(63) (a) (2) Employees who desire advancement within the plant to higher paid classifications in another department or to higher paid classifications where the employee is working outside an established scope of selection that is broader than a department may make application to their supervisor or the Personnel Department on forms provided by the Corporation on which they may state their qualifications and experience. Thereafter, as openings occur, such applicants will be considered in the selection process for that promotion provided they have so applied at least one (1) week in advance of the opening in question. Each employee may have two (2) such applications on file. An employee who has been transferred and established seniority under this Paragraph (63)(a)(2) will not be eligible to reapply for consideration for another such promotion until six (6) months have elapsed from the effective date of transfer. An employee who has been offered a transfer and refused the transfer under this Paragraph (63)(a)(2) will have such application for transfer cancelled and thereafter, for a period of six (6) months from the date of such refusal, may be entitled to only one (1) valid application for transfer under these

provisions. Such transfer or offer of transfer to employees working outside a scope of selection shall be without prejudice to the establishment or identification of such scope.

Promotions made pursuant to the provisions of this Paragraph (63)(a) in the preceding week will be openly displayed in mutually satisfactory locations in the plant which are frequented by large numbers of affected employees.

If the settlement of a grievance alleging violation of this Paragraph (63)(a) is on the basis that a different employee should have been promoted, that employee will receive the difference in wages earned (exclusive of earnings received for overtime hours which they worked but were not worked by the employee improperly promoted to the higher rated job) and the wages they would have earned had they been promoted.

If an employee is transferred pursuant to the provisions of this Paragraph (63)(a) and the employee is subsequently reduced from the new classification prior to establishing seniority, the provisions requiring advanced application for an opening in that classification will be waived, provided the employee refiles for such classification within one (1) week from the date of being reduced.

[See Par. (120)]
[See Dec. 71,72]

(b) It is the policy of Management to cooperate in every practical way with employees who desire transfers to new positions or vacancies in their department. Accordingly, such employees who make application to their supervisor or the Personnel Department stating their desires, qualifications and experience, will be given preference for openings in their department provided they are capable of doing the job. However, employees who have made application as

provided for above and who are capable of doing the job available shall be given preference for the openings in their department over new hires. In case the opening is in an equal or lower rated classification and there is more than one applicant capable of doing the job, the applicant with the longest seniority will be given preference. Any secondary job openings resulting from filling jobs pursuant to this provision may be filled through promotion; or through transfer without regard to seniority standing, or by new hire.

Any claim of personal prejudice or any claim of discrimination for Union activity in connection with transfers may be taken up as a grievance. Such claims must be supported by written evidence submitted within 48 hours from the time the grievance is filed.

In plants where departments are too small or in other cases where the number of job classifications within a department is insufficient to permit the practical application of this paragraph, arrangements whereby employees may make such application for transfer out of their department may be negotiated locally, subject to approval by the Corporation and the International Union.

[See Par. (120)]

Loss of Seniority

(64) Seniority shall be broken for the following reasons:

[See App. A]

(a) If the employee quits.

[See Doc. 42]

(b) If the employee is discharged.

(c) If the employee is absent for three working days without properly notifying the Management, unless a satisfactory reason is given. After the unreported

absence of three working days, Management will send clear written notification to the employee's last known address as shown on the Company records, that the employee's seniority has been broken and that it can be reinstated if, within five specified working days after delivery or attempted delivery of such notice, the employee reports for work or properly notifies Management of a reason for absence. A copy of such Management notification will be furnished promptly to the Chairperson of the Shop Committee. If the employee complies with the conditions set forth in the notification, the employee's seniority will be reinstated if it has not otherwise been broken; however, such reinstatement shall not be construed as limiting the application of the Shop Rule regarding absence without reasonable cause in the employee's case.

[See Par. (74)]

(d) If the employee fails to return to work within five working days after being notified to report for work, and does not give a satisfactory reason. Such notice shall be clear in intent and purpose. A copy of Management's notification of such loss of seniority will be furnished promptly to the Chairperson of the Shop Committee.

[See Par. (74),(188)(a)]
[See App. A(V)]
[See Doc. 22,26]

(e) If the employee is laid off for a continuous period equal to the seniority which the employee had acquired at the time of such layoff period or, in the case of an employee with less than (1) year of seniority, eighteen (18) months or, in the case of an employee with (1) or more years of seniority, (36) months whichever is longer; however, an employee whose seniority is so broken shall, for a period of sixty (60) months beginning with the employee's last scheduled work day prior to being laid off, retain a right to be rehired in accordance

with the seniority date the employee had established at that plant as of such last day scheduled. An employee who is rehired, and who reacquires seniority at the same plant, pursuant to Paragraph (57), within sixty (60) months immediately following the last day worked prior to the layoff during which the employee's seniority was broken by virtue of this Paragraph (64)(e) shall have the new seniority date adjusted by adding an amount equal to the seniority which the employee had acquired at that plant as of such last day worked.

For the purpose of computing the period for breaking seniority only, the first day of that period will be the next otherwise regularly scheduled work day after layoff. In the case where the next otherwise regularly scheduled work day is a Monday holiday as listed in Paragraph (203) that Monday will be considered the first day of that period.

[See Par. (95),(98b),(111)(c),(186)]
[See Par. (190)(b)]
[See App. A;K,J(E)]
[See Doc. 20,42]

(f) Retirement as follows:

[See Doc. 9]
[See Pension Plan Exhibit A-1]

(1) An employee who retires, or who is retired under the terms of the Pension Plan, shall cease to be an employee and shall have seniority canceled.

(2) An employee who has been retired on a permanent and total disability pension and who thereby has broken seniority in accordance with subsection (1) above, but, who recovers and has pension payments discontinued, shall have seniority reinstated as though the employee had been on a sick leave of absence during the period of disability retirement, provided however, if the period of disability retirement was for a period longer than the seniority the employee had at the date of retirement, the employee shall, upon the discontinuance

of the disability pension, be given seniority equal to the amount of seniority the employee had at the date of such retirement.

(3) If an employee retired for reasons other than total and permanent disability who has lost seniority in accordance with subsection (1) above, is rehired such employee will have the status of a new employee and without seniority, and shall not acquire or accumulate any seniority thereafter, except for the purpose of applying the provisions governing Holiday Pay and Vacation Pay.

[See Par. (98b)]

(g) If the employee is issued a Separation Payment check or draft by the Corporation pursuant to the Supplemental Agreement attached hereto as Exhibit "D," the employee's seniority shall be broken at any and all plants of the Corporation as of the date the application for such Separation Payment was received by the Corporation; provided, however, that if the employee:

(1) returns the amount of the Separation Payment to the Corporation within 30 days of the date of the Separation Payment check or draft, the employee's seniority shall be reinstated as of the fourth working day following receipt of the returned amount;

(2) received such Separation Payment by reason of total and permanent disability and subsequently recovers and reports for work, the employee's seniority shall be reinstated as though the employee had been on sick leave of absence during the period of disability, provided further, however, that if the period beginning with the date seniority was broken by reason of the Separation Payment and ending with the date of the employee's return to work was for a period longer than the seniority which the employee had

at the date such seniority was broken because of the Separation Payment, the employee shall be given seniority equal to the amount of seniority which the employee had at the date of such seniority break.

(h) An employee whose seniority is broken under the provisions of Paragraphs (64)(a), (64)(b), (64)(c), (64)(d), (111)(a) or (111)(b) will, in the event the employee's seniority is reinstated, be reimbursed for any contributions made pursuant to Section 6 of the Supplemental Agreements (Life and Disability Benefits Program and Health Care Program) (Exhibits B and C) which the Corporation would have made, in accordance with the employee's revised status, under the applicable provisions of the Life and Disability Benefits Program and the Health Care Program (Exhibits B, B-1, C and C-1). An employee who is assessed a disciplinary layoff which is subsequently reduced or rescinded, will be reimbursed for any contributions made pursuant to the Supplemental Agreements (Life and Disability Benefits Program and Health Care Program) (Exhibits B, B-1, C and C-1) which the Corporation would have made, in accordance with the employee's revised status, under the applicable provisions of the Life and Disability Benefits Program and the Health Care Program (Exhibits B, B-1, C and C-1).

Layoff and Rehiring Procedure

(65) For temporary reductions in production not exceeding four weeks, the work week may be reduced before any employees are laid off, unless otherwise extended by local plant agreement.

[See Par. (66)(d),(177)]
[See App. K]
[See Doc. 10]

(66)(a) For extended periods of reduced production exceeding four weeks the work week will be reduced and/or employees will be laid off to comply with

Paragraph (c) below unless otherwise extended by local plant agreement.

[See Par. (121),(140),(140a),(140b)]
[See App. K].

(66)(b) Both parties agree that it is desirable to give employees high annual earnings. It is recognized and agreed that there are times when production and tooling require overtime and other times when not enough work is available to give all employees with seniority a full week's work. It is mutually recognized that to operate a plant at a schedule which gives employees less than thirty-two (32) hours per week for more than a month is unsatisfactory to both employees and the Corporation and reductions below this level are only justified by special conditions.

[See Par. (121),(140),(140a),(140b)]
[See Sub-Exhibit D]

(66)(c) Operation of a plant or any part thereof on a schedule of employment of less than an average of twenty-four (24) hours per week for a period of more than two consecutive weeks or less than an average of thirty-two (32) hours per week for a period of more than four consecutive weeks shall only be by local written agreement with the Shop Committee.

[See Par. (121),(140),(140a),(140b)]

(66)(d) For the purpose of Paragraph (65) and this Paragraph (66), a week in which employees are not scheduled to work shall not be taken into account. In the event a full week of five holidays occurs during the Christmas holiday period, the hours paid as holiday pay in such a week shall be counted as scheduled hours of work. Hours paid as holiday pay in a week in which work is scheduled shall also be counted as scheduled hours of work.

[See Par. (65),(203e)]
[See Doc. 80]

(67) Employees will be laid off and rehired in accordance with local seniority agreements.

(68) The Management of each plant will, whenever possible, give at least twenty-four (24) hours' notice prior to layoff to the employees affected.

(69) Any employee who has been transferred from a supervisory position to a job classification in the bargaining unit shall be credited with seniority as hereafter established provided:

[See Appn. K.IV(C)(5)
(See Doc. 86)

(a) The employee previously worked on a job classification in the bargaining unit. This shall also be applied to employees who were promoted prior to certification of the Union.

(b) The employee's employment with the Corporation has remained unbroken.

The seniority of such employee returning to the bargaining unit will be established as provided below:

1. All seniority established prior to March 1, 1977.

2. All time worked in the bargaining unit subsequent to March 1, 1977.

3. All time worked in a supervisory position subsequent to September 21, 1984 and prior to January 1, 2000.

4. All time worked in a temporary supervisory position that does not exceed 120 days in any calendar year subsequent to January 1, 2000.

Such employee may be placed on a job in accordance with the provisions of the local seniority agreement, beginning with the last previous job the employee held in the bargaining unit; provided however, that if such

last previously held job is no longer in existence, the employee may be placed in accordance with Paragraph (59). In no event shall such employee be transferred to a bargaining unit job at a time when the employee has insufficient seniority to be so placed.

(70) Temporary employees will not be called back until all employees with seniority capable of doing the work have been called back; provided, however, that the application of this paragraph may be waived by written agreement between local Management and the Shop Committee with respect to Journeymen/women with seniority and employees-in-training-seniority (E.I.T.S.) who are on layoff from a skilled trades classification.

[See Par. (121),(135-140),(140a),(140b)]

General Provisions Regarding Seniority

(71) Extra work in periods of part-time operation, and overtime, should be equalized among the employees in the group engaged in similar work, as far as practicable. Information concerning equalization of hours status will be openly displayed in the department in such a manner that the employees involved may check their standing. This provision shall not interfere with any mutually satisfactory local practice now in effect.

[See Par. (8),(121),(141)(a)-(c)]
[See Memo-Overtime]
[See Doc. 7,Sec.VI;83;111]

(72) Employees who have been incapacitated at their regular work by injury or compensable occupational disease while employed by the Corporation, will be employed in other work on jobs that are operating in the plant which they can do without regard to any seniority provisions of this Agreement, except that such employees may not displace employees with longer seniority, provided, however, that by written

agreement between Local Management and Shop Committee, such employees may be placed or retained on jobs they can do without regard to seniority rules. Each three months the name, job classification and seniority date of employees covered by such agreement will be furnished to the Chairperson of the Shop Committee.

[See Par. (59),(62),(63),(108),(195)]

(73) The employment of the following persons shall not be governed by seniority rules: students and graduates of technical or professional schools and special employees receiving training as a part of a formal training course.

[See Par. (56),(57),(58),(59)]

(73a) Seniority status of employees who have completed or discontinued cooperative training courses and who are assigned to hourly rated jobs in the bargaining unit for other than training purposes shall be as follows:

(1) An employee who has completed or discontinued a cooperative training course and who is assigned to an hourly rated job in the bargaining unit for other than training purposes shall have plant seniority established in keeping with Paragraph (57). Time spent in school shall not be considered as time worked in establishing the seniority date.

(74) To protect seniority, employees are responsible for keeping the Plant Management informed of their proper home address. The method of notification of change of address is to be established by the respective Plant Managements for their operations. Forms for this purpose shall be available in designated offices in the plant.

[See Par. (64)(c),(64)(d),(111)(b)]

(74a) Within thirty (30) days following the last day

of each calendar February, May, August and November, during the term of this Agreement, the Corporation shall give to the International Union the names of all employees covered by this Agreement together with their addresses as they then appear on the records of the Corporation. The International Union shall receive and retain such information in confidence and shall disclose it only to those officials of the Union whose duties require them to have such information.

(75) Provisions pertaining to shift preference may be negotiated locally. Such agreements and modifications or supplements thereto shall be reduced to writing and be subject to the approval of the Corporation and the International Union. Any such agreements must have sufficient flexibility to give full protection to efficiency of operations under all circumstances and conditions.

[See Par. (8),(137)(d),(180)(a),(220)]
[See App. K]
[See CSA #9]

DISCIPLINARY LAYOFFS AND DISCHARGES

(76) Employees who have been disciplined by a suspension, layoff or discharge will be furnished a brief written statement advising them of their right to representation and describing the misconduct for which they have been suspended, laid off or discharged and, in the case of a layoff or discharge, the extent of the discipline. Thereafter, they may request the presence of the committeeperson for their district to discuss the case privately with them in a suitable office designated by the Local Management, or other location by mutual agreement, before they are required to leave the plant. The committeeperson will be called promptly upon such request. Whether called or not, the committeeperson will be advised in writing within one working day of 24 hours of the fact of written reprimand, suspension, layoff or discharge and will be given a copy of the statement given to the employee. After a suspension has been converted to a layoff or discharge, the committeeperson will be notified in writing of the fact of layoff or discharge. The written statement furnished to the employee pursuant to the first sentence of this paragraph shall not limit Management's rights, including the right to rely on additional or supplemental information not contained in the statement to the employee.

[See App. A]
[See Doc. 47,50,51,54]

(76a) *When a suspension, written reprimand,* layoff or discharge of an employee is contemplated, the employee, where circumstances permit, will be offered an interview to allow for answering the charges involved in the situation for which such discipline is being considered before being required to leave the plant. Employees who, for the purpose of being interviewed concerning discipline, are called to the

plant, or removed from their work to the supervisor's desk or to an office, or called to an office, will be advised that they may, if they so desire, request the presence of their District Committeeperson to represent them during such interview.

[See Doc. 49,96]

(76b) Employees will be tendered a copy of any warning, reprimand, suspension or disciplinary layoff entered on their personnel records, within three days of the action taken. In imposing discipline on a current charge, Management will not take into account any prior infractions which occurred more than twenty-four months previously. Further, Management will eliminate from an employees record any infraction where there was a lapse of time of greater than 18 months between infractions provided the employee has not been on leave of absence the majority of the time between the infractions. Also Management will not impose discipline on employees for falsification of their employment applications after a period of twelve (12) months from their date of hire.

[See Par. (56)]
[See Doc. 34]

(77) It is important that complaints regarding unjust or discriminatory layoffs or discharges be handled promptly according to the Grievance Procedure. Grievances must be filed within three working days of the layoff or discharge. Within two working days after a grievance has been answered by higher supervision, pursuant to Paragraph 30 above, the specific charge will be discussed with designated representatives of Local Plant Management, the Chairperson of the Shop Committee, or designated representative, and another member of the Shop Committee or the district committeeperson who filed the grievance. If the grievance is not resolved, Local Plant Management will review and render a decision on the case within three

working days thereafter. In any event, Local Plant Management will render a decision on the case within 10 working days from the date the grievance is filed. If a Notice of Unadjusted Grievance is not submitted by the Shop Committee within five (5) working days of a decision of the Local Plant Management, the matter will be considered closed.

{See Par. (37),(38),(48),(56)}

PRODUCTION STANDARDS

(78) Production standards shall be established on the basis of fairness and equity consistent with the quality of work, efficiency of operations, and the reasonable working capacities of normal operators. The Local Management of each plant has full authority to settle such matters.

{See Par. (8),(79a-i)}

(78a) Model mix shall be taken into account in establishing and/or changing production standards on car, body or truck line assembly operations. The speed of such assembly lines will not be increased beyond the level for which they are staffed for the purpose of gaining additional production or for the purpose of making up for loss of production due to breakdowns or unscheduled line gaps or stops.

{See Par. (46),(117)}

(78b) Work assignments on conveyor lines will be made in accordance with line speeds and available work space and the expected normal ratio of model mix and optional equipment. When it is necessary to adjust the normal scheduled mix on conveyor lines which results in more or less work being required, compensating adjustments in work assignment, number of employees, spacing of units, line speed or any combination thereof will be made. Arrangements will be made locally to establish procedures which will provide advance

knowledge of mix changes that require compensating adjustments so that such adjustments will be made in a timely manner. On conveyor line operations, Management will designate specific off-line operations from which employees will be made available to compensate for such mix changes when one of the compensating adjustments requires an increase in the number of employees and in such case the assignment of employees to the conveyor line operation will be given priority over the off-line operation. Upon request, Management will advise the Union of the arrangements made.

[See Par. (46),(117)]

(78c) After the time or the requirements for a normal operator to perform an element has been established on a car, body or truck line assembly operation and the element is subsequently changed because of engineering changes, a change in method, machinery, equipment, layout or tools, only the time or the requirements of the elements affected by such change will be adjusted.

[See Par. (46)]

(78d) If a standard is to be established on a new off-line or machine operation and has not been established when the operation is placed in production, the operator will be advised of the reason for not establishing the standard and the expected requirements of the operation.

[See Par. (46)]

(79) When a dispute arises regarding standards established or changed by the Management, the complaint should be taken up with the supervisor. If the dispute is not settled by the supervisor or if the complaint is not taken up by the employee with the supervisor, the committeeperson for that district shall, upon reporting to the supervisor of the department involved, examine the job to determine the merits of the complaint. The employee may then file a grievance. The supervisor or the time study person will furnish the

committeeperson with all of the facts of the case. If there is still a dispute after this examination has been completed, the committeeperson may then re-examine the operations in detail with the supervisor or the time study person. The committeeperson will, upon request, be given in writing the work elements of the job without undue delay. When available, the cycle time or other pertinent data that is relevant to the dispute will be provided in writing upon request; however, it is mutually recognized that it would be impractical to provide this information during periods of production acceleration. If the matter is not adjusted at this stage, it may be further appealed as provided in the procedure below. If the dispute is settled at any stage of this procedure, the parties to the settlement will, upon request of either party, specify in writing what the elements are that constitute the job as settled including a notation in assembly plants of the then current model mix and line speed and this information will be initialed and dated by the parties.

[See Par. (46)]
[See Doc. 44,45,53,55]

(79a) After the supervisor has had reasonable time to consider a grievance filed claiming violation of Paragraph (78), which shall be not more than two working days, an answer to the grievance shall thereafter be given:

[See Par. (46)]

(a) Within one working day after requested to do so by the committeeperson, or

(b) In any event after ten (10) working days of the date the grievance was filed with the supervisor.

The above time limits may be extended by mutual agreement.

(79b) If the case is not adjusted by the supervisor, it

may, within three (3) working days of the supervisor's written answer, be appealed by the Shop Committeeperson for the Zone, or another member of the Shop Committee, or the Chairperson of the Shop Committee to the next step, as provided below, by giving written notice to the Personnel Department.

[See Par. (46),(79d)]

(79c) Within three (3) working days of receipt of the appeal, the case will be considered at a Special Step of the Grievance Procedure by not more than three representatives of the Union, including the District Committeeperson, the Shop Committeeperson for the Zone or another member of the Shop Committee, and the Chairperson of the Shop Committee, and not more than three representatives of Management, at least one of whom shall be a member of higher supervision.

In the multi-shift operations, the District Committeeperson or the Shop Committeeperson from the opposite shift(s) may, by mutual agreement, attend the Special Step Meeting when a standards dispute exists on the same operation on more than one shift. An additional representative of Management may also attend the Special Step Meeting in these situations. The schedule for such meetings will be established at a time mutually convenient to the participants.

[See Par. (46)]

(79d) After a case is appealed to the Special Step and prior to the meeting on the case at that step, a member of the Shop Committee who will participate in the Special Step meeting may make a further investigation of the case as provided in Paragraph (33).

[See Par. (46),(79b)]

(79e) Within five (5) working days of this Special Step meeting, higher supervision will give a written answer. If the case is not settled at this step, the Chairperson of the Shop Committee may, within three

working days appeal the case by submitting to Management a "Notice of Unadjusted Grievance." Thereafter the case will be handled in accordance with Step Three of the Grievance Procedure Section, except that "Statements of Unadjusted Grievance" need not be exchanged and the 30-day time limit for "Notice of Appeal" by the Regional Director, referred to in Paragraph (38), shall run from the date of the answer given by Management at the Special Step of the Grievance Procedure. Plant entry as provided in Paragraph (38) may be made after the "Notice of Unadjusted Grievance" has been filed and before the Appeal Meeting.

[See Par. (37),(46)]

(79f) The time limits specified above may be extended by mutual agreement in writing. Any case not appealed from one step of this procedure to the next within the time limits specified will be considered closed on the basis of the last decision given.

[See Par. (46)]

(79g) After a production standards grievance is filed on a job, the Committeeperson representing the employee who filed the grievance will be informed in writing of any change in work content which results in an increase or decrease in work content or which is made in an attempt to adjust the grievance.

[See Par. (46)]

(79h) In the event a standard has not been established on a job, an employee who is following the prescribed method and using the tools provided in the proper manner and performing at a normal pace, will not be disciplined for failure to obtain an expected amount of production on that job.

[See Par. (46)]
[See Doc. 54]

(79i) If a production standards grievance is settled in

writing and the employee who signed the grievance is subsequently replaced by another employee and if, thereafter, additional work is added to the job without any other change having occurred which affects the job, the District Committeeperson may initiate a grievance alleging that the additional work constitutes a violation of the settlement.

{See Par. (46)}
{See Doc. 52,55}

CALL-IN PAY

(80) Any employee called to work or permitted to come to work without having been properly notified that there will be no work, shall receive a minimum of four hours' pay at the regular hourly rate, except in cases of labor disputes, or other conditions beyond the control of the Local Management.

{See Par. (101)(i)}
{See Doc. 84}

WORKING HOURS

(For the purposes of computing overtime premium pay)

{See Par. (71),(101)(i),(127)(d)(3)}
{See Memo-Overtime}
{See Doc. 83}

(81) For the purpose of computing overtime premium pay, the regular working day is eight hours and the regular working week is forty hours.

(82) Employees will be compensated on the basis of the calendar day (midnight to midnight) on which their shift starts working, for the regular working hours of that shift. Their working week shall be a calendar week beginning on Monday at the regular starting time of the shift to which they are assigned.

{See Par. (87)(1)}
{See App. K, Att.B(12)}
{See Doc. 2}
{See CSA #11}

(83) Hourly employees will be compensated as follows:

Straight Time

(84)(a) For the first eight hours worked in any continuous twenty-four hour period, beginning with the starting time of the employee's shift.

(b) For the first forty hours worked in the employee's working week, less all time for which daily, Saturday, Sunday or holiday overtime has been earned.

(c) For time worked during the regular working hours of any shift which starts on the day before and continues into a specified holiday or a Saturday.

Time and One-Half

[See Doc. 1,4]

(85)(a) For time worked in excess of eight hours in any continuous twenty-four hours, beginning with the starting time of the employee's shift, except if such time is worked on a Sunday or holiday when double time will be paid as provided below.

(b) For time worked in excess of forty hours in the employee's working week, less all time for which daily, Saturday, Sunday or holiday overtime has been earned.

(c) For time worked on any shift which starts on Saturday.

Double Time

(86) For time worked during the first eight (8) hours worked on any shifts that start on Sundays and on each holiday specified in Paragraph (203); for time worked on the calendar Sunday or specified holiday in excess of the first eight (8) hours worked on any shift that starts on Sunday or one of the specified holidays;

and for time worked on a Sunday or specified holiday in excess of eight (8) hours worked on a shift which starts the previous day and runs over into Sunday or one of the specified holidays.

[See Par. (213)]
[See Doc. 2,3,4]
[See CSA #11]

Exceptions to Above Overtime Payment

(87) Employees working in necessary continuous seven-day operations whose occupations involve work on Saturdays and Sundays shall be paid time and one-half for work on these days only for time worked in excess of eight hours per day or in excess of forty hours in the employee's working week, for which overtime has not already been earned, except as otherwise provided in paragraph (1) below:

[See Par. (206)]

(1) Such employees shall be paid time and one-half for hours worked on the employee's sixth work day in the week.

[See Par. (82)]

(2) Such employees shall be paid double time for hours worked on the 7th work day in the calendar week if the 7th work day results from being required to work on their scheduled off day(s) in that calendar week, or for hours worked on a Sunday if that Sunday is their second scheduled off day in that calendar week.

(3) Such employees will be paid double time and one-half (2.50 times straight time) for the first eight (8) hours worked on any shift that starts on any of the holidays listed in Paragraph (203); for time worked on the calendar holiday in excess of the first eight (8) hours worked on any shift that starts on any such holiday; and for time worked on the calendar holiday in excess of eight (8) hours worked on a shift which starts the previous day and runs over into any such holiday;

provided, however, that if the particular holiday falls on their regularly scheduled off day(s) and they receive holiday pay pursuant to Paragraph (206) of this Agreement, they will be paid double time instead of double time and one-half for such hours worked. In the case of the employees who work 6 or 7 days during the work week, the first 8 hours worked at double time and one-half or double time, as the case may be, on shifts starting on such holidays shall be counted in computing overtime for work in excess of 40 hours in their working week.

(4) Such employees will be paid time and one-quarter (1.25 times straight time) for hours worked on the 7th work day in the calendar week, unless such hours are payable at an overtime premium rate under any other provision of this Agreement.

(5) If such employees receive holiday pay pursuant to Paragraph (206) for a particular holiday on which they do not work, that holiday will be counted as a day worked for the purpose of computing sixth or seventh day premium under sub-paragraphs (1), (2), and (4) above.

(6) Such employees shall be paid an additional thirty cents (30¢) per hour for time worked, which shall be included in computing vacation entitlement pay, Independence Week Shutdown pay, holiday pay, bereavement pay, jury duty pay, short-term military duty pay, overtime and night shift premium.

Premium payments shall not be duplicated for the same hours worked under any of the terms of this Section.

Change in Shift Hours

(88) Any change in the established shift hours or lunch period shall be first discussed with the Shop Committee as far in advance as possible of any such change; however, if the length of an employee's

established lunch period is extended on a temporary basis for a given day, the net amount of time by which the lunch period is so extended shall be considered as time worked for that day. Complaints of repeated violations of this paragraph will be handled under the provisions of Paragraph 5(a) of the National Agreement. For the purposes of this Special Procedure only, prior to being referred from the plant, the problem will be discussed between the Shop Committee, the Regional Servicing Representative, the Plant Manager and the Plant Personnel Director.

[See Doc. 79]

Night Shift Premiums

(89) A night shift premium on night shift earnings, including overtime premium pay, will be paid to employees for time worked on shifts scheduled to start in accordance with the following chart:

Schedule Shift Starting Time	Amount of Regular Shift Premium	Amount of Conditional Shift Premium
(1) On or after 11:00 a.m. and before 7:00 p.m.	Five percent	Ten percent for all hours worked after 12 midnight when such employee is scheduled to work more than nine (9) hours and until or beyond 2:00 a.m.
(2) On or after 7:00 p.m. and on or before 4:45 a.m.	Ten percent	
(3) After 4:45 a.m. and before 6:00 a.m.	Ten percent until 7:00 a.m.	
(4) On or after 6:00 a.m. and before 11:00 a.m.	None	Five percent for all hours worked in excess of eight (8) when such employee is scheduled to work twelve (12) or more hours.

In applying the above night shift premium provisions, employees shall be paid the premium rate, if any, which attaches to the shift they work on a particular day.

{See Par. (87)(6),(101)(i),(205)-(205a)}

Special Three-Shift Operations

(89a) This paragraph is not intended to change any present practice, or preclude the readoption of a prior practice, whereby it is possible to schedule certain operations on a three-shift, eight hours of work per shift basis with special provisions for lunch. Where it is not possible or practicable on three-shift operations to establish schedules of 8 hours of work each shift, work shifts will be established on the basis of arrangements for a lunch period not in excess of 20 minutes being provided during the shift period without loss of pay.

The above provisions shall not preclude necessary temporary variations in schedules.

The above provisions shall not be applicable in any plant located in a state wherein a statute or administrative ruling requires the granting or establishment of lunch or meal periods of more than 20 minutes.

{See Doc. 85}
{See CSA #11}

WAGE PAYMENT PLANS

(90) Wage payment plans are a matter of local negotiation between the Plant Managements and the Shop Committees, subject to appeal in accordance with the Grievance Procedure.

{See Par. (46),(97)}

(91) ***(This paragraph was deleted during 1993 National Negotiations.)***

UNION BULLETIN BOARDS

(92) The plants covered by this Agreement will erect bulletin boards which may be used by the Union for posting notices bearing the written approval of the President of the Local Union or the Chairperson of the Shop Committee and restricted to:

[See Par. (46),(93)]
[See Doc. 6]
[See CSA #5]

(a) Notices of Union recreational and social affairs.

(b) Notices of Union elections.

(c) Notices of Union appointments and results of Union elections.

(d) Notices of Union meetings.

(e) Notices concerning bona fide Union activities such as: Cooperatives; Credit Unions; and Unemployment Compensation information.

(f) Other notices concerning union affairs which are not political or controversial in nature.

The Union will promptly remove from such Union bulletin boards, upon the written request of Management, any material which is libelous, scurrilous, or detrimental to the labor-management relationship.

(93) The number, location and size of such bulletin boards in each bargaining unit under this Agreement shall be decided by the Local Management and the Shop Committee.

[See Par. (46),(92)]
[See Doc. 6]
[See CSA #5]

(94) There shall be no other posting by employees, of pamphlets, advertising or political matter, notices, or

any kind of literature upon Corporation property other than as herein provided.

[See Doc. 6]
[See CSA #5]

ESTABLISHMENT OF NEW PLANTS

(95) For twenty-four months after production begins in a new plant (including a non-represented plant), the Corporation will give preference to the applications of laid off employees having seniority in other plants over applications of individuals who have not previously worked for the Corporation, provided their previous experience in the Corporation shows that they can qualify for the job. When employed, such employees will have the status of temporary employees in the new plant. Such employees will retain their seniority in the plant where originally acquired until broken in accordance with the seniority rules herein.

[See Par. (56),(64)]
[See App. K,IV(C)15]

(96) When there is a transfer of major operations between plants, the case may be presented to the Corporation and, after investigation, it will be reviewed with the International Union in an effort to negotiate an equitable solution, in accordance with the principles set forth in the previous paragraph. Any transfer of employees resulting from this review shall be on the basis that such employees are transferred with full seniority, except as the parties may otherwise mutually agree.

[See App. A;K,IV(C)15]
[See Doc. 104]

(96a)(1) An employee whose seniority is transferred between Delphi Corporation plants pursuant to Paragraph (96) of this Agreement will be paid a Relocation Allowance, provided:

[See App. K,II.(C)]
[See Doc. 20]

(a) The plant to which the employee is to be relocated is outside the Area Hire Area as defined by the National Parties, and

(b) Application is made within six (6) months after commencement of employment at the plant to which the employee was relocated in accordance with the procedure established by the Corporation.

(2) When employees are relocated, they will be given a choice from the following Relocation Packages:

(a) Option 1- Enhanced Relocation:

Employees will receive a Relocation Allowance up to a maximum of $25,000, $5,000 of which will be provided as a signing bonus to cover miscellaneous up-front cash expenditures. An additional amount of $15,000 will be paid to the employee at the new location.

In addition, spousal relocation assistance will be provided.

After one (1) year of employment, employees may receive $5,000 if they continue to be employees of the new location.

Employees who are placed in accordance with Appendix A and accept the Enhanced Relocation Allowance will not be eligible to initiate another Extended Area Hire placement or initiate an Area Hire placement as an active employee for a period of 36 months unless the employee's status changes to laid off or Protected. In the event the plant has employees on permanent indefinite layoff or placed on Protected status with no likelihood of recall into the active workforce, the 36 month period will be eliminated.

Employees receiving the Enhanced Relocation Allowance will terminate their seniority at

all other Delphi locations and, therefore, not be eligible for recall/rehire or Return to Former Community.

(b) Option 2 - Basic Relocation:

Employee will receive Relocation Allowance based on mileage relocated from plant of layoff to plant of hiring based on the following table:

Mileage	Relocation Allowance Amount
50-99	$3,038
100-299	$3,347
300-499	$3,511
500-999	$4,146
1000+	$4,767

The employee who accepts the Basic Relocation Option will be eligible to apply for return to former community or an Extended Area Hire application in accordance with the Memorandum of Understanding Employee Placement (Section VIII - Return to Former Community and Section II - Extended Area Hire) after working at the plant of relocation for a period of six (6) months or upon indefinite layoff from the plant of relocation.

Employees from an idled or closed location or employees from a location not included in an Area Hire Area with no prospect of recall who relocate in excess of 200 miles under the Basic Relocation Option will receive the specified relocation amount and an additional $1,280.

(See App. A)

(3) In the event an employee who is eligible to receive Relocation Allowance under these provisions is also eligible to receive a relocation allowance or its equivalent under any present or future Federal or State

legislation, the employee must apply for such legislated relocation allowance prior to receiving any Relocation Allowance excluding the signing bonus provided in Paragraph (96a)(2)(a) above. The amount of Relocation Allowance provided under this Paragraph (96a), when added to the amount of relocation allowance provided by such legislation, shall not exceed the maximum amount of the Relocation Allowance the employee is eligible to receive under the provisions of this paragraph.

(4) Materials designed to assist employees who relocate under the provisions of Paragraph (96) or the Memorandum of Understanding Employee Placement will be updated. Such materials will include information covering topics such as:

- Moving Household Goods
- Community Services
- Contractual Rights and Responsibilities
- New Community Orientation
- New Plant and Product Orientation
- Health and Safety
- Legal Services
- Relocation Allowance
- TAA or other Government Benefits
- Work/Family Program
- Real Estate Services

All materials developed regarding these topics are to be consistent with services available to laid off employees under the provisions of Document No. 110, Dislocated Workers.

National and/or local training funds will be used to support the efforts required to provide the above assistance.

[See App. A]

WAGES

(97) The establishment of wage scales for each operation is necessarily a matter for local negotiation and agreement between the Plant Managements and the Shop Committees.

[See Par. (46),(89a),(90)]
[See Doc. 85]
[See CSA #11]

(98) New employees hired on or after the effective date of this Agreement, who do not hold a seniority date in any Delphi Corporation plant and are not covered by the provisions of Paragraph (98b) below, shall be hired at a rate equal to seventy (70) percent of the maximum base rate of the job classification. Such employees shall receive an automatic increase to:

[See Par. (99),(101)(g)]
[See Doc. 87]
[See CSA #10]

(1) seventy-five (75) percent of the maximum base rate of the job classification at the expiration of twenty-six (26) weeks.

(2) eighty (80) percent of the maximum base rate of the job classification at the expiration of fifty-two (52) weeks.

(3) eighty-five (85) percent of the maximum base rate of the job classification at the expiration of seventy-eight (78) weeks.

(4) ninety (90) percent of the maximum base rate of the job classification at the expiration of one hundred and four (104) weeks.

(5) ninety-five (95) percent of the maximum

base rate of the job classification at the expiration of one hundred and thirty (130) weeks.

(6) the maximum base rate of the job classification at the expiration of one hundred and fifty-six (156) weeks.

Such an employee who is laid off prior to acquiring seniority and who is re-employed at that plant within one year from the last day worked prior to layoff shall receive a rate upon re-employment which has the same relative position to the maximum base rate of the job classification as had been attained by the employee prior to layoff. Upon such re-employment, the credited rate progression period of an employee's prior period of employment at that plant shall be applied toward their rate progression to the maximum base rate of the job classification.

For the purpose of applying the provisions of this Paragraph (98), (98a), and (98b) only, an employee will receive one week's credit toward acquiring the maximum base rate of the job classification provided the employee had worked in that given week. Credit will not be given for any week during which for any reason, the employee does not work except as provided in Paragraph (108) and when the Christmas Holiday consists of a full week and the Independence Week Shutdown, provided the employee would otherwise have been scheduled to work. Notwithstanding other provisions of this Agreement, full weeks of time lost for vacation during the Plant Vacation Shutdown Week, bereavement, military duty and Family Medical Leave Act, if the employee would otherwise have been scheduled to work, will be considered as time worked. Each increase shall be effective at the beginning of the first pay period following the completion of the required number of weeks of employment.

(98a) Laid-off seniority employees hired in a job classification other than skilled trades, shall receive a

base rate upon re-employment which has the same relative position to the maximum base rate of the job classification they had attained prior to layoff from their former Delphi Corporation plant. Such employees shall continue to be covered by the rate progression provisions in effect during their prior Delphi Corporation employment. Upon such re-employment, the credited rate progression period of the employees' prior period of employment at their former Delphi Corporation plant shall be applied toward their rate progression to the maximum base rate of the job classification.

[See Par. (99),(101)(g)]
[See CSA #10]

(98b) New employees rehired under the provisions of Paragraph (64)(e) or (64)(f)(3) on or after the effective date of this Agreement, shall receive a base rate upon re-employment which has the same relative position to the maximum base rate of the job classification they had attained in their prior Delphi Corporation employment. Such employees shall continue to be covered by the rate progression provisions in effect during their prior Delphi Corporation employment. Upon such re-employment, the credited rate progression period of the employees' prior period of employment at Delphi Corporation shall be applied toward their rate progression to the maximum base rate of the job classification.

[See Par. (99),(101)(g)]
[See CSA #10]

(99) The foregoing Paragraph (98), (98a), and (98b), shall not apply to job classifications covered by the Skilled Trades section of this Agreement.

[See Par. (119)-(183)(e)]

(99a) Laid-off seniority employees hired in a secondary plant pursuant to Appendix A for the same skilled trades work they performed in their base plant, shall be hired at a rate which is in the same position in cents per hour relative to the maximum rate of the classification in the secondary plant as the rate they

were receiving at their base plant was to the maximum rate at that plant, but not more than the maximum rate of the classification in the secondary plant.

[See Par. (181a)]

(100) It is understood that local wage agreements consist of the wage scale by job classifications as were in effect in the local wage agreements as of the effective date of this Agreement, plus any written changes, additions or supplements thereto. Any changes, additions or supplements thereto shall be reduced to writing and are subject to the approval of the Corporation and the International Union.

[See Par. (102),(220)]
[See CSA #9,#10]

(101)(a)(1) General Increases. Effective September 19, 2005, each employee covered by this agreement shall receive a wage increase in the employee's straight time hourly wage rate (exclusive of cost of living allowance, shift premium, seven-day operations premium, and any other premiums), in accordance with the following table:

Straight Time Hourly Wage Rates	Wage Increases
Up thru - 25.25	50¢
25.25 - 25.74	51¢
25.75 - 26.24	52¢
26.25 - 26.74	53¢
26.75 - 27.24	54¢
27.25 - 27.74	55¢
27.75 - 28.24	56¢
28.25 - 28.74	57¢
28.75 - 29.24	58¢
29.25 - 29.74	59¢
29.75 - 30.24	60¢
30.25 - 30.74	61¢
30.75 - 31.24	62¢
31.25 - 31.74	63¢

31.75 - 32.24	64¢
32.25 - 32.74	65¢
32.75 - 33.24	66¢
33.25 - 33.74	67¢
33.75 - 34.24	68¢
34.25 - 34.74	69¢
34.75 - 35.24	70¢
35.25 - 35.74	71¢

NOTE: In the case of a classification, the rate for which is determined by a wage rule in the Local Wage Agreement relating the rate for the classification to the rate for another classification or classifications, the above table will determine the rate for the classification where there is a conflict with such wage rule.

[See Par. (101)(c),(101)(g)]
[See CSA #16]

(101)(a)(2) Effective September 18, 2006, each employee covered by this agreement shall receive a wage increase in the employee's straight time hourly wage rate (exclusive of cost-of-living allowance, shift premium, seven-day operations premium, and any other premiums), in accordance with the following table:

Table II

Straight Time Hourly Wage Rate	**Improvement Factor Increase**
Less than - $25.50	76¢
25.50 - 25.83	77¢
25.84 - 26.16	78¢
26.17 - 26.49	79¢
26.50 - 26.83	80¢
26.84 - 27.16	81¢
27.17 - 27.49	82¢
27.50 - 27.83	83¢
27.84 - 28.16	84¢
28.17 - 28.49	85¢

28.50 - 28.83	.86¢
28.84 - 29.16	.87¢
29.17 - 29.49	.88¢
29.50 - 29.83	.89¢
29.84 - 30.16	.90¢
30.17 - 30.49	.91¢
30.50 - 30.83	.92¢
30.84 - 31.16	.93¢
31.17 - 31.49	.94¢
31.50 - 31.83	.95¢
31.84 - 32.16	.96¢
32.17 - 32.49	.97¢
32.50 - 32.83	.98¢
32.84 - 33.16	.99¢
33.17 - 33.49	$1.00
33.50 - 33.83	$1.01
33.84 - 34.16	$1.02
34.17 - 34.49	$1.03
34.50 - 34.83	$1.04
34.84 - 35.16	$1.05
35.17 - 35.49	$1.06
35.50 - 35.83	$1.07
35.84 - 36.16	$1.08
36.17 - 36.49	$1.09

NOTE: In the case of a classification, the rate for which is determined by a wage rule in the Local Wage Agreement relating the rate for the classification to the rate for another classification or classifications, the above table will determine the rate for the classification where there is a conflict with such a wage rule.

[See Par. (101)(c),(101)(g)]
[See CSA #16]

(101)(a)(3) Effective September 15, 2003, each employee in a skilled trades job classification which qualifies for journeyman/woman status under the provisions of Paragraph (178) of this Agreement shall receive a tool allowance adjustment of thirty cents (30¢)

per hour added to the base rate, except each employee in a "Skilled" Apprentice job classification shall receive that wage increase, if any, which is applicable in accordance with the provisions of the Apprentice Rate Schedule set forth in Paragraph (151) of the Agreement.

[See Par. (178),(151)]

(101)(b) Performance Bonus Payments. The Performance Bonus provided herein recognizes that a continuing improvement in the standard of living of employees depend upon technological progress, better tools, methods, processes and equipment, and a cooperative attitude on the part of all parties in such progress. It further recognizes the principle that to produce more with the same amount of human effort is a sound economic and social objective. Accordingly, a Performance Bonus payment will be made to each eligible employee in accordance with the following table:

Eligibility Date	Amount	Payable During Week Ending
September 20, 2004	Three percent (3%) of Qualified Earnings	October 17, 2004

An employee shall become eligible for a Performance Bonus payment as hereinafter defined, provided an employee has seniority as of the designated eligibility date set forth above.

An employee's Performance Bonus will be based on the qualified earnings during the 52 consecutive pay periods immediately preceding the pay period in which each designated eligibility date falls.

Qualified Earnings, as used herein, are defined as income received by an eligible employee from Delphi Corporation during each designated Performance Bonus eligibility year resulting from the following:

Hourly Base Wages*
COLA*
Shift Premium*
Vacation Entitlement
Holiday Pay
Independence Week Shutdown Pay
Seven-Day Operator Premium
Bereavement Pay
Jury Duty Pay
Apprentice Pay
Call-In Pay
Short Term Military Duty Pay
Back pay awards related to the designated eligibility year.

* Including overtime, Saturday, Sunday, and Holiday premium payments

[See Par. (101)(b)(1-2)]
[See CSA #20]

(101)(b)(1) An employee who retires during the Performance Bonus eligibility year provided in (101)(b) and who, but for such retirement, would have had seniority as of the designated eligibility date, shall qualify for the Performance Bonus as defined in (101)(b).

(101)(b)(2) In the case of employees who die during the Performance Bonus eligibility year, a Performance Bonus shall become payable as if they were seniority employees on the designated eligibility date and calculated based on their Qualified Earnings during the eligibility year as defined in (101)(b) above. Such Performance Bonus shall be paid to their duly appointed legal representatives, if there be one, and, if not, to the spouses, parents, children or other relatives or dependents of such persons as the Corporation in its discretion may determine.

(101)(c) The increases in base rates provided for in Paragraphs (101)(a)(1) and (101)(a)(2) shall be added to

the wage rates (minimum, intermediary and maximum) for each classification.

(101)(d) Cost of Living Allowance. Each employee covered by this Agreement shall receive a Cost of Living Allowance in accordance with the provisions of Paragraphs (101)(g) and (101)(h).

It is agreed that only the Cost of Living Allowance will be subject to reduction so that, if a sufficient decline in the cost of living occurs, employees will immediately enjoy a better standard of living.

[See Par. (101)(e)]
[See Doc. 87]

(101)(e) The Cost of Living Allowance provided for in Paragraph (101)(d) shall be added to each employee's hourly wage rate and will be adjusted up or down as provided in Paragraphs (101)(g) and (101)(h).

(101)(f) The Cost of Living Allowance will be determined in accordance with changes in the official Consumer Price Index for Urban Wage Earners and Clerical Workers (current series), (CPI-W) (for all items, less medical care, not seasonally adjusted) (United States City Average) published by the Bureau of Labor Statistics (1982 - 1984 = 100).

[See Doc. 87]

(101)(g) Effective with the date of this Agreement, $2.00 shall be deducted from the $2.05 Cost of Living Allowance in effect immediately prior to that date and $2.00 shall be added to the base wage rates (minimum, intermediary and maximum) for each classification in effect on that date, for pay calculation purposes. Thereafter, during the period of this Agreement, adjustments in the Cost of Living Allowance shall be made at the following times:

Effective Date of Adjustment:	Based Upon Three-Month Average of the Consumer Price Index For:
December 1, 2003	August, September, October, 2003
First pay period beginning on or after March 1, 2004 and at three calendar month intervals thereafter to June 4, 2007	November, December, 2003 and January, 2004 and at three-calendar month intervals thereafter to February, March April, 2007.

In determining the three-month average of the Indexes for a specified period, the computed average shall be rounded to the nearest 0.01 Index Point.

In no event will a decline in the three-month average Consumer Price Index below 174.12 provide the basis for a reduction in the wage scale by job classification.

[See Par. (101)(d),(101)(e),(101)(h)]
[See Par. (101)(j),(101)(k),(190)]
[See CSA #10]

(101)(h) The amount of the Cost of Living Allowance shall be five cents (5¢) per hour effective with the effective date of this Agreement and ending November 30, 2003. Effective December 1, 2003 and for any period thereafter as provided in Paragraphs (101)(d) and (101)(g), the Cost of Living Allowance shall be in accordance with the following table:

Three-Month Average Consumer Price Index	Cost of Living Allowance
174.12 or less	None
174.13 - 174.20	1¢ per hour
174.21 - 174.28	2¢ per hour
174.29 - 174.36	3¢ per hour
174.37 - 174.44	4¢ per hour
174.45 - 174.53	5¢ per hour

174.54 - 174.61	6¢ per hour
174.62 - 174.69	7¢ per hour
174.70 - 174.77	8¢ per hour
174.78 - 174.85	9¢ per hour

And so forth, in accordance with the Letter of Understanding signed by the parties.

For each adjustment during the fifteen three-month periods beginning December 1, 2003, and ending on June 3, 2007, in which an increase in the Cost of Living Allowance shall be required according to the above table, the amount of increase so required each three month period shall be reduced by two cents (2¢), or by the amount of the increase, whichever is less.

Following the adjustment for the three-month period beginning June 4, 2007, the sum reduced during the fifteen periods shall be subtracted from the Cost of Living Allowance table, and the table shall be adjusted so that the actual three-month Average Consumer Price Index equates to the allowance payable during the period beginning June 4, 2007.

[See Par. (101)(e)]
[See Doc. 87]

(101)(i) The amount of any Cost of Living Allowance in effect at the time shall be included in computing overtime premium, night shift premium, vacation payments, Independence Week Shutdown pay, holiday payments, call-in pay, bereavement pay, jury *duty pay, and short-term military duty pay.*

(101)(j) In the event the Bureau of Labor Statistics does not issue the appropriate Consumer Price Index on or before the beginning of one of the pay periods referred to in Paragraph (101)(g) any adjustments in the Cost of Living Allowance required by such appropriate Index shall be effective at the beginning of the first pay period after receipt of the Index.

(101)(k) No adjustments, retroactive or otherwise, shall be made due to any revision which may later be made in the published figures used in the calculation of the Consumer Price Index for any month or months specified in Paragraph (101)(g).

(101)(l) parties to this Agreement agree that the continuance of the Cost of Living Allowance is dependent upon the availability of the monthly Consumer Price Index published by the Bureau of Labor Statistics in its present form and calculated on the same basis as the current Index unless otherwise agreed upon by the parties. If the Bureau of Labor Statistics changes the form or the basis of calculating the Consumer Price Index, the parties agree to request such agency to make available, for the life of this Agreement, a monthly Consumer Price Index in its present form and calculated on the same basis as the Index was prior to such change.

[See Par. (101)(f)]

New Jobs

(102) When new jobs are placed in production and cannot be properly placed in existing classifications by mutual agreement, Management will set up a new classification and a rate covering the job in question, and will designate it as temporary. A copy of the temporary rate and classification name will be furnished to the Shop Committee.

[See Par. (8),(100)]
[See App. I]

(102a) As soon as possible after machinery and other equipment have been installed, and in any event, within 30 calendar days after a production employee has been placed on the job, the Shop Committee and Management shall negotiate the rate and classification, and when negotiations are completed, such classification and rate shall become a part of the local wage agreement, and the negotiated rate, if higher than

the temporary rate shall be applied retroactively to the date the production employees started on the job, except as otherwise mutually agreed.

LEAVES OF ABSENCE

Informal Leave of Absence

(103) A leave of absence may be granted for personal reasons for a period not to exceed thirty days, upon application of employees to and approval by their respective supervisors. Such leaves of absence shall not be renewed and seniority will accumulate during the leave.

{See Par. (111)}

Formal Leave of Absence for Personal Reasons

(104) Employees requesting formal leave of absence shall first make application in writing to the Personnel Department on the form provided. Such leave of absence will be granted to employees for not more than ninety days on approval of the Local Management when the services of the employees are not immediately required and there are employees available in the plant capable of doing their work. A formal leave of absence may be granted under the foregoing conditions for not more than 150 days provided that employees do not work in any occupation for their own gain during such leave of absence unless mutually agreed by the Company and the Union. A formal leave of absence may be granted under the foregoing conditions for a period exceeding 150 days but not to exceed 180 days if required for the purpose of traveling to a foreign country.

{See Par. (105a),(111)}

(105) Such leaves of absence may be extended but the approval of the Manager of the Plant, or designated representative, is required in such cases. Seniority will accumulate during the period of formal leave of absence. Such formal leaves of absence will not be

granted to employees who are laid off, and will not be extended for employees who would have been laid off had they been working during their leave.

{See Par. (105a),(111)}

(105a) Subject to the provisions of Paragraphs (104) and (105), a formal leave of absence may be granted to employees for service in the Peace Corps, and, if circumstances require, the duration of the original leave may be for a period up to thirty months.

{See Par. (111),(137)(c)(1)}
{See App. C}

Sick Leave of Absence

(106) Employees who are known to be ill supported by satisfactory evidence, will be granted sick leave automatically for the period of continuing disability. Except as otherwise provided in Paragraph (111)(c), seniority of such employees shall accumulate during sick leave and shall be broken, figured from the date the sick leave started, on the same basis as provided in Paragraph (64e) for laid off employees breaking seniority. Not later than thirty (30) calendar days prior to such loss of seniority, Management will send a letter to each affected employee's last known address as shown on the Company records reminding them of the fact that their seniority is subject to being broken as provided above. A copy of such letter will be furnished promptly to the Chairperson of the Shop Committee. However, failure through oversight to send this letter to such employees or furnish a copy to the Chairperson of the Shop Committee will not be the basis for any claim.

{See Par. (108),(111),(137)(c)(1)}
{See App. B,C}
{See Doc. 78}

(107) Temporary employees without seniority shall not receive credit for time off sick toward the ninety (90) days of employment required to acquire seniority, except

as provided in Paragraph (108) and Appendix D, and in no case shall a temporary employee's name be placed on the seniority list while away from work on sick leave.

[See Par. (57)]

(108) An employee who has sustained a legal compensable injury or disease and has accrued three (3) or more years of seniority at the commencement of such injury or disease shall be automatically granted a compensable leave for the full period the employee is not working due to the compensable injury and is receiving Worker's Compensation Benefits under a State or Federal Worker's Compensation Law. The employee will continue to accrue seniority for the full period of such leave.

An employee who has sustained a legal compensable injury or disease with less than three (3) years of seniority at the commencement of such injury or disease shall be granted a compensable leave for the full period the employee is not working due to the compensable injury and is receiving Worker's Compensation Benefits under a State or Federal Worker's Compensation Law. The employee will continue to accrue seniority for the full period of temporary disability. In the event that such disability of an employee with less than three (3) years of seniority is determined to be permanent by the appropriate State or Federal authority, the Corporation shall have the right to convert the status of such employee to a Paragraph (106) Leave as of the date of such determination. In the event of such conversion, Management will send written notification of the employee's change in status to the affected employee's last known address as shown on the company records. A copy of such letter will be furnished promptly to the Chairperson of the Shop Committee. However, failure through oversight to send this letter to such employees will not be a basis for any claim.

Temporary employees disabled by a compensable

injury shall be given credit for the period of such legal temporary disability toward acquiring seniority.

{See Par. (57),(72),(106),(107),(111)}
{See Par. (137)(c)(1),(195)}
{See App. B,C,D}

Leave of Absence for Union Activity

(109) Employees elected to a permanent office in, or as a delegate to, any labor activity necessitating a leave of absence, shall be granted such leave for a minimum of the first half or the second half of their shift and not to exceed one year and shall, at the end of the term in the first instance, or at the end of the mission in the second instance, be guaranteed reemployment if there is sufficient work for which they are in line at the then current rate of pay. Written notice for such leaves, giving the length of leave, shall be given the Local Plant Management as far in advance as possible but in no event later than the day prior to the day such leave is to become effective. Seniority will accumulate during the period of such leaves.

{See Par. (111)}

(109a) Leaves of absence may be granted to employees for other Union activities and seniority shall accumulate during such leaves. Such leaves will be granted only when requests are made in writing to the Labor Relations Staff of the Corporation in Troy, Michigan by the President of the International Union or the head of the department of the International Union at Detroit which handles matters under this Agreement.

{See Par. (111)}

Leave of Absence for Public Office

(110) Employees with seniority elected to public office may make written application for a leave of absence for the period of their first term of active service in such elective office. Additional leaves of absence for service in elective public office may be

granted at the option of Local Management upon written application by such employee.

{See Par. (110b),(111)}

(110a) Employees with seniority who are appointed to a position as administrative assistant in a Congressional or Senatorial office, or to an administrative position in a State Agency, or as a Labor Representative on a Community Agency, or to a non-civil service governmental position which is not generally available to an applicant for employment, or as a full time officer in a credit union, may make written application for a leave of absence for the period of their active service in such position, not to exceed one year. Such leave may be renewed at the option of Local Management upon written application by such employee.

{See Par. (110b),(111)}

(110b) Employees granted a leave of absence under Paragraph (110) or (110a), shall be guaranteed reemployment, at the then current rate of pay, if there is sufficient work available which they are capable of doing and to which they may be entitled on the basis of seniority. Seniority will accumulate during the period of such leaves.

(111) All of the above leaves of absence including sick leaves are granted subject to the following conditions:

{See Par. (112a),(113)}

(a) Employees on leave may return to work in line with their seniority before the expiration of their leave providing not less than seven (7) days' notice is given to Management. The return within the seven day period is at the option of Management. Employees who fail to return to work in accordance with the notice as given shall be considered as having voluntarily quit unless they have a satisfactory reason.

{See Par. (106)}

(b) Employees who fail to report for work within three working days after the date of expiration of the leave, shall be considered as having voluntarily quit unless they have a satisfactory reason; provided, however, that in the case of failure to report for work within three working days after the expiration of leaves of absence granted under Paragraphs (104), (105), (109), (109a), (110), (110a) and (113), and in the case of leaves of absence granted under Paragraph (106) where management has refused to grant a requested renewal of the leave, Management will send clear written notification to such employees' last known address as shown on the Company records, that their seniority has been broken and that it can be reinstated, if, within three specified working days after delivery or attempted delivery of such notice, they report for work or properly notify Management of their absence. A copy of such Management notification will be furnished promptly to the Chairperson of the Shop Committee. If such employees comply with the conditions set forth in the notification, their seniority will be reinstated if it has not otherwise been broken; however, such reinstatement shall not be construed as limiting the application to their cases of the Shop Rule regarding absence without reasonable cause.

[See Par. (74),(103),(112a)]
[See Doc. 78]

(c) If upon the expiration of a leave of absence there is no work available for employees in line with their seniority, or if they would otherwise have been subject to layoff according to seniority during the period of the leave, the period which breaks seniority shall start from the date of expiration of the leave, or in the case of a leave of absence under Paragraph (106), Paragraph (113), or Paragraph (113a), the period which breaks seniority shall start from the date such employee would otherwise have been laid off.

[See Par. (64)(e),(113)]

Leave of Absence for Military Service

(112) Employees who enter either active or inactive training duty or service in the Armed Forces of the United States will be given a leave of absence subject to the conditions herein. Upon submission of satisfactory proof of pending induction for active service, such employees may arrange for the leave to begin up to thirty days prior to the induction date. The leave shall not exceed the term of the initial enlistment and one (1) consecutive re-enlistment. In no event will the period of such leave exceed a total of eight (8) years, except when additional service is involuntary. Seniority will accumulate during the period of such leave. Upon termination of such leave, employees shall be offered re-employment in their previous position or a position of like seniority, status and pay, unless the circumstances have so changed as to make it impossible or unreasonable to do so, in which event they will be offered such employment in line with their seniority as may be available which they are capable of doing at the current rate of pay for such work, provided they meet the following requirements:

[See Par. (137)(c)(1),(194)]
[See App. C]

(1) Have not been dishonorably discharged.

(2) Are physically able to do the work.

(3) Report for work within ninety days of the date of such discharge, or ninety days after hospitalization continuing after discharge.

The seniority of any employee who fails to report for work within the times specified in Paragraph (112)(3) shall be automatically broken, unless the employee gives a satisfactory reason for such failure to report.

As used in this paragraph, "Armed Forces of the United States" is defined as and limited to the United States Army, Air Force, Navy, Marine Corps, Coast

Guard, National Guard, Air National Guard or any reserve component thereof.

(112a) Employees with seniority who are spouses of employees who enter active duty service in the Armed Forces of the United States and who obtain a leave of absence in accordance with Paragraph (112), may make written application to the Personnel Department for a leave of absence for the period of the spouse's initial enlistment but in no event to exceed four (4) years. Such leaves may be granted by Local Management and will be subject to the conditions set forth in Paragraph (111). Seniority will accumulate during the period of such leaves.

[See Par. (218a)]

Educational Leave of Absence

(113) Employee veterans who have acquired seniority and other employees with seniority of one or more years who desire to further their education, may make application for a leave of absence for that purpose.

One continuous leave of absence for such education will be granted to eligible employees for a period not to exceed twelve months, subject to the conditions set forth in Paragraph (111) of this Agreement. Additional leaves of absence may be granted, at the option of Local Management. Except as otherwise provided in Paragraph (111)(c), seniority shall accumulate during such leaves of absence.

[See Doc. 36]

Leaves of Absence - Apprentice Training

(113a) Employees with seniority selected for apprentice training at a Delphi Corporation plant other than the plant in which they are currently working may make application for a leave of absence for the time they are in apprentice training. Seniority shall accumulate at the plant granting the leave except as otherwise provided in Paragraph (111)(c) during the time they are

in the apprentice training program and shall be broken at that plant upon placement as a journeyman/woman in the plant where they have completed their apprentice training program.

[See Par. (138)(c),(190)(c)]

Leaves of Absence for Service in Delphi Corporation Defense Plants

(113b) Employees whose services, because of conditions made necessary by the National Defense of the United States, are needed by the Management in a plant of the Corporation other than the plant in which they have established their seniority and who accept such employment, will be given a leave of absence from the plant in which they have their seniority for the period their services may be required in such other plant and shall accumulate seniority in the plant from which they have been given a leave of absence, during the full period of such leave.

If such employees desire to return to employment in the original plant or when the Management of the defense plant no longer requires their services, such employees may return to the original plant in which they have seniority, in accordance with their seniority status, to their former or similar jobs.

(114) An approved copy of any written leave of absence granted under the Leaves of Absence Section will be furnished to the employee.

STRIKES, STOPPAGES AND LOCKOUTS

(115) It is the intent of the parties to this Agreement that the procedures herein shall serve as a means for peaceable settlement of all disputes that may arise between them.

[See Introduction]
[See Par. (5),(19)]

(116) During the life of this agreement, the Corporation will not lock out any employees until all of the bargaining procedure as outlined in this agreement has been exhausted and in no case on which the Umpire shall have ruled, and in no other case on which the Umpire is not empowered to rule until after negotiations have continued for at least five days at the third step of the Grievance Procedure. In case a lockout shall occur the Union has the option of cancelling the Agreement at any time between the tenth day after the lockout occurs and the date of its settlement.

(117) During the life of this agreement, the Union will not cause or permit its members to cause, nor will any member of the Union take part in any sit-down, stay-in or slow-down, in any plant of the Corporation, or any curtailment of work or restriction of production or interference with production of the Corporation. The Union will not cause or permit its members to cause nor will any member of the Union take part in any strike or stoppage of any of the Corporation's operations or picket any of the Corporation's plants or premises until all the bargaining procedure as outlined in this Agreement has been exhausted, and in no case on which the Umpire shall have ruled, and in no other case on which the Umpire is not empowered to rule until after negotiations have continued for at least five days at the third step of the Grievance Procedure and not even then unless authorized by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and written notice of such intention to authorize has been delivered to the Labor Relations Staff of the Corporation at least five (5) working days prior to such authorization. The Union will not cause or permit its members to cause or will any member of the Union take part in any strike or stoppage of any of the Corporation's operations or picket any of the Corporation's plants or premises because of any dispute or issue arising out of or based upon the provisions of the Pension Plan, Life and

Disability Benefits Program, Health Care Program, Supplemental Unemployment Benefit Plan, Guaranteed Income Stream Benefit Program, Profit Sharing Plan, Personal Savings Plan or Legal Services Plan; nor will the Union authorize such a strike, stoppage, or picketing. In case a strike or stoppage of production shall occur, the Corporation has the option of cancelling the Agreement at any time between the tenth day after the strike occurs and the day of its settlement. The Corporation reserves the right to discipline any employee taking part in any violation of this Section of this Agreement.

[See Par. (46),(78a),(78b)]
[See App. F2]
[See CSA #12]

(118) The Union has requested this National Agreement in place of independent agreements for each bargaining unit covered hereby. Accordingly an authorized strike in one bargaining unit under this Agreement which results in an interruption of the flow of material or services to operations in any other bargaining unit under this Agreement will be considered an authorized strike in any such affected bargaining unit.

[See Sub-Exhibit D]

SKILLED TRADES

Apprentices

(119) This Section is applicable to apprentices in the plants of the Corporation covered by this Agreement.

(120) Paragraphs (63)(a) and (63)(b) shall not apply to apprentices nor to openings or vacancies in apprentice classifications.

(121) The following paragraphs shall not be applicable to apprentices:

(66)(a)	(70)
(66)(b)	(71)
(66)(c)	(174)

Delphi-UAW Skilled Trades and Apprentice Committee

(122) A Delphi-UAW Skilled Trades and Apprentice Committee will be established in Troy, Michigan, composed of three representatives of Delphi Corporation and three representatives of the General Motors Department of the International Union, UAW, which shall meet monthly unless otherwise mutually agreed. The duties of this Committee shall be:

a. To review and revise the uniform shop training schedules when necessary. The shop training schedules which have been agreed to by the Delphi-UAW Skilled Trades and Apprentice Committee are made a part of this Agreement.

b. To review and revise the related training schedules when necessary. Example related training schedules which may be agreed to pursuant to Paragraph (123) by the Delphi-UAW Skilled Trades and Apprentice Committee are made a part of this Agreement.

c. To review and revise, when necessary, the Delphi-UAW Standard Apprentice Plan which is made a part of this Agreement.

d. To receive reports by the plants having apprentices of the number of apprentices within each training period by apprentice classification and the number of journeymen/women by classification included in the ratio of apprentices in training to journeymen/women.

[See Par. (140),(178-178a)]

e. To establish new apprentice training schedules for classifications in which such schedules have not been previously agreed upon by the Delphi-UAW Skilled Trades and Apprentice Committee.

f. To approve Pre-Apprentice Training Programs and to review and make disposition of other apprentice training matters referred to the Committee by the Local Apprentice Committees.

{See Par. (145)}
{See Doc. 60}
{See CSA #22}

g. To review the status of EIT programs in accordance with Appendix H.

h. To deal with other matters concerning the Apprentice and Skilled Trades Sections of this Agreement.

{See Par. (140)}
{See Doc. 64}

i. Disputes concerning the Apprentice and Skilled Trades Sections of this Agreement may be appealed to the Umpire in accordance with Paragraph (55).

{See Par. (46)}

(123) The present shop and related training schedules will remain in effect until replaced by revised schedules. The revised schedules will be adopted for those apprentices presently in the training program to the extent that they can be integrated into such revised programs without interfering with the progress of the apprentice. If local plant requirements indicate deviation should be made in such shop or related training schedules, proposed changes must be referred to the Delphi-UAW Skilled Trades and Apprentice Committee, together with the reason for requesting the deviation, for consideration. The present shop training schedules which have not been agreed to, will be reviewed by the Delphi-UAW Skilled Trades and Apprentice Committee as soon as possible.

{See Par. (122),(124),(126),(149)}

Local Apprentice Committee

(124) A Local Apprentice Committee composed of two (2) Union members and two (2) Management members shall be established in each plant in which apprentices are employed. The International Union shall appoint journeymen/women from the plant as members of the Local Apprentice Committee, one of whom shall be designated as the Chairperson of the Union members of the Local Apprentice Committee. Local Management shall notify the Local Union of its members, one of whom shall be designated the Apprentice Coordinator.

[See Par. (123),(126)]
[See Doc. 61,75,76]

(125) Chairpersons of the Union members of Local Apprentice Committees shall be permitted to attend regular Shop Committee meetings for the purpose of assisting in the handling of grievances of apprentices. They will be paid their regular rates for time spent in such meetings and for making the investigations provided for in this sub-paragraph for the hours they would otherwise have worked in the plant. The Chairperson of the Shop Committee may designate the Chairperson of the Union members of the Local Apprentice Committee, in lieu of a member of the Shop Committee, to make the further investigation provided for in Paragraph (33) of a grievance filed by an apprentice.

(126) The Local Apprentice Committee shall meet at a mutually agreed-upon time at least once each 30 days, unless otherwise agreed to extend the time between meetings. Apprentice Committeepersons will be paid their regular rates for time spent in such meetings and for the necessary time to properly perform their duties and functions provided for in Paragraph (127) for the hours they would otherwise have worked in the plant. Minutes of such meetings will be furnished to the Union

members of the Local Apprentice Committee within seven (7) calendar days from the date of the meeting.

[See Par. (123),(124)]

(127) The duties and functions of the Local Apprentice Committee shall be as follows:

[See Par (126),(140)]

(a) To negotiate on issues involving the effect of the employment of apprentices on the employment of journeymen/women in the trades involved.

(b) To study other matters that may involve the training of apprentices by journeymen/women in the shop. When machinery, equipment or material is introduced or modified and new skills are required in the journeyman/woman classification in the plant, the matter may be reviewed to determine the effect on the shop and related training of apprentices including necessary revision of such training. If requested, arrangements will be made with the Apprentice Coordinator for the Local Apprentice Committee to investigate the new skills on the plant floor as a part of their review. When a meeting is held with the local educational institution providing related training to implement changes in the related training curriculum, the Union members of the Local Apprentice Committee will be given the opportunity to attend.

[See Statement on Technological Progress]

(c) Progress reports of the apprentice shop and related training schedules shall be reviewed in meetings of the Local Apprentice Committee, except that upon the request of a member of the Local Apprentice Committee an individual apprentice's record shall be reviewed in a meeting of the Local Apprentice Committee once during the last thirty (30) day period prior to completion of the apprentice shop training schedule. Problems involving the improper application of the shop training schedules to individual apprentices

may be raised with supervision and if necessary discussed with the apprentice on the plant floor by the Chairperson or another Union member of the Local Apprentice Committee.

(d)(1) To interview tested apprentice applicants in accordance with the Apprentice Selection Procedure. Interview results will be combined with test scores by central scoring where separate lists will be developed, one for seniority employee applicants and one for all other applicants, each list to be in descending order of points scored for each classification for which they have applied. The lists for each apprentice classification will be provided by central scoring for review by the Local Apprentice Committee. When apprentices are selected, such selections shall be on the basis of at least two from the seniority employee applicant list for every one selected from the other list in descending order of total point score in accordance with the Apprentice Selection Procedure; however, more selections from the other list may be made in the event sufficient seniority employee applicants are not available. Notwithstanding the above provisions of this Paragraph, laid off apprentices may be placed in the classification from which they were laid off prior to the selection of new applicants from either the seniority employee applicant list or the one from all other applicants.

[See Doc. 20,62,63]

(d)(2) When a list of qualified applicants for a classification is exhausted, additional qualified applicants may be placed on the list for that classification, but in any event additional qualified applicants will be added to the list at twelve (12) month intervals. Changes in the twelve (12) month interval referred to in this Paragraph may be recommended to the Delphi-UAW Skilled Trades and Apprentice Committee.

[See Doc. 63]

(d)(3) When necessary, the Apprentice

Coordinator will make arrangements to temporarily assign a Union member of the Local Apprentice Committee to another shift for the purpose of interviewing applicants or to handle specified, legitimate apprentice matters. The overtime premium pay provisions of this Agreement are hereby waived in such instances and such changes in shift for this purpose will not result in the payment of overtime premium.

[See Par. (85),(86)]

(e) All applications for apprenticeship will be available upon request for review by the Chairperson of the Union members of the Local Apprentice Committee.

(f) The Local Apprentice Committee will be provided an Interview List containing the name, social security number, date of birth, plant employment information and trades applied for prior to the interview. The Local Apprentice Committee will also be provided with a copy of the Final Applicant Rankings of qualified applicants eligible for selection for each classification containing the name and, in the case of employee applicants, the seniority date will be included.

(g) Employees eligible for tuition assistance who express a desire to enter the apprentice program will be advised by a member of the Local Apprentice Committee of courses that are available through the Tuition Assistance Plan which may help them become better prepared as applicants for apprentice training.

[See Memo-Tuition Assistance Plan]
[See Doc. 60]

(h) The Apprentice Coordinator and the Chairperson of the Union members of the Local Apprentice Committee may confer with new apprentices for the purpose of acquainting the apprentices with the role of the Corporation, Local Management, the Union and the National and Local Apprentice Committees in the apprentice program and to ascertain that the

apprentices understand their status and obligations as apprentices in accordance with the Apprentice Training Agreement provided for in Paragraph (144).

(i) The Apprentice Coordinator and the Chairperson of the Union members of the Local Apprentice Committee may confer with apprentices where there are indications that apprentices are failing to perform their obligations as apprentices.

(j) To evaluate and credit previous experience as provided for in Paragraph (132).

[See Par. (132)]

(k) To issue certificates of completion of apprenticeship as provided for in Paragraph (150).

(l) Each six months the Chairperson of the Union members of the Local Apprentice Committee will be furnished with a list of the number of apprentices in each training period by classification and the number of journeymen/women by classification included in the ratio of apprentices in training to journeymen/women.

(m) Apprentice training matters which are discussed by the Local Apprentice Committee and are not resolved may be referred to the Delphi-UAW Skilled Trades and Apprentice Committee for disposition.

[See Par. (145)]

(128) Grievances filed by apprentices will be handled under the Representation and Grievance Procedure Sections.

[See Par. (129)]

(129) Notwithstanding the provisions of Paragraph (128) above, problems involving apprentice related training schedules which cannot be settled locally by the Local Apprentice Committee shall not be subject to the Grievance Procedure. Such problems may be referred to the Delphi-UAW Skilled Trades and Apprentice Committee.

Apprenticeship Eligibility Requirements

(130) Management will review its apprentice training needs and will post on the bulletin boards a list of apprentice openings. In order to be eligible for consideration for apprenticeship, all applicants must meet the requirements for apprentice training as established in the Delphi-UAW Standard Apprentice Plan, including education and other tests, such as aptitude tests. To satisfy the education requirement, the applicant must be a high school graduate, or have an equivalent education such as the high school equivalency test or other methods that may be agreed upon by the Delphi-UAW Skilled Trades and Apprentice Committee, or meet the alternative requirements set forth in the Delphi-UAW Standard Apprentice Plan. The new employee applicant must be at least age 18 or otherwise consistent with applicable State and Federal laws.

[See Doc. 63]

(131) Notwithstanding other provisions of this Agreement, any seniority employee in that plant other than those classified as apprentices may file an application for an opening in the apprentice program; provided, however, that where there is evidence that the filing of such applications by journeymen/women is inconsistent with skilled trades staffing objectives, such application shall be subject to review and decision by the Local Apprentice Committee. An apprentice with seniority who is scheduled to be removed from an apprenticeable classification in a reduction in force may apply for an apprentice opening in a related skilled classification.

If such applicants meet all of the requirements for apprentice training as established in the Delphi-UAW Standard Apprentice Plan their applications will be considered for the apprentice program (consistent with

applicable State and Federal laws). When the qualifications of employee-applicants are equal, the employee-applicant with the longest seniority will be given preference. Seniority employees may file an application for an opening in the apprentice program in another Delphi Corporation plant where they will be considered as non-seniority applicants.

[See Doc. 63]

Credit for Previous Experience

(132) Credit for previous related experience in military service, an apprentice training program, or a skilled trades classification in any plant, may be given up to the total time required on any phase of the apprentice shop training or related training schedules. Credit for such previous experience shall be given to apprentices at the time they have satisfactorily demonstrated that they possess such previous experience and are able to do the job. Related training credit shall be given apprentices at the time that they have demonstrated that they possess the educational knowledge for which they are requesting credit under the related training schedule. At the time such credit is given, the apprentice's wage rate shall be correspondingly adjusted within the apprentice rate schedule based on the amount of credit given toward completion of the shop training schedule.

[See Par. (137)(b),(143),(145)]
[See Par. (151)]

(a) Any dispute over such credit shall be referred to the *Delphi-UAW Skilled Trades and* Apprentice Committee for decision.

[See Par. (127)(j)]

Term of Apprenticeship

(133) The term of apprenticeship shall be nominally four (4) years in length, but shall be based on the number of hours actually worked. The shop schedule

shall be divided into eight (8) periods of 916 hours each.

[See Par. (142),(146)]
[See CSA #22]

Seniority of Apprentices

(134) Each apprentice classification in the apprentice program shall be a separate non-interchangeable occupational group.

(135) Apprentices hired directly into an apprentice classification shall establish seniority in their non-interchangeable occupational group in accordance with Paragraphs (57) and (58).

[See Par. (137)(a)]

(136) Employees transferred to an apprentice classification shall have a date of entry in the non-interchangeable occupational group to which they are transferred and will continue to accumulate seniority in the seniority group from which they were transferred.

[See Par. (137)(a),(138)(b)]
[See App. B]

(137)(a) For the purpose only of determining the seniority status of apprentices in training, such apprentices shall have their seniority established as provided in Paragraphs (135) and (136) above.

[See Par. (137)(d)]

(b) For the purpose of layoff and rehire or other applicability in their skilled occupational group, the seniority of apprentices, upon graduation, shall be adjusted to a date which represents 50% of the time [subsequent to their seniority date established pursuant to Paragraph (57)] spent in the apprentice training program prior to July 1, 1968, and time equal to the calendar days [subsequent to their seniority date established in the plant pursuant to Paragraph (57)] spent in the apprentice program on or after July 1, 1968, including time spent out of the program on or after

January 1, 1985 due to a reduction in force. In addition apprentices shall be credited with 50% of previous experience, at that plant only, for which they received credit prior to January 1, 1985 under the provisions of Paragraph (132). Such credited hours shall be converted to seniority under this Paragraph (137)(b) by crediting 7 calendar days for each 40 hours and 1 calendar day for each additional 8 hours. Graduate apprentices' journeyman/woman seniority dates shall not precede their seniority dates established pursuant to Paragraph (57). For all other purposes seniority shall be as established by the Section entitled "Acquiring Seniority."

{See Par. (137)(d)}

(c)(1) Graduate apprentices whose Delphi Corporation apprentice training was interrupted by a leave of absence under the provisions of Paragraphs (105a), Paragraph (112), by an approved leave of absence for jury duty, absences which qualify under the Bereavement Pay, Paid Absence Allowance, Paid Personal Holiday Plan under prior Agreements or Short Term Military Duty sections of this Agreement, by approved vacation time off, or by a sick leave of absence under the provisions of Paragraph (106), shall upon graduation, be given the same journeyman/woman seniority date as they would have received had they not served in the Peace Corps, entered military service, served on the jury, been on approved absence for which they received Bereavement Pay, Paid Absence Allowance, Paid Personal Holiday Pay under prior Agreements or Short Term Military Duty Pay, taken vacation time off, or been on a sick leave of absence. Credit for the portion of a sick leave of absence occurring prior to January 1, 1980, pursuant to Paragraph (106) shall not exceed an aggregate of thirty (30) calendar days within the calendar year. The period covered by a sick leave of absence pursuant to Paragraph (108) and the portion of any sick leave of

absence on and after January 1, 1980, pursuant to Paragraph (106) shall be credited. Credit shall not be granted for any portion of a sick leave during the time such employees would have been laid off from their apprentice classification prior to January 1, 1985.

[See Par. (137)(d),(175)(2),(191)]
[See Par. (202b),(218),(218a)]
[See Par. (218b)]
[See App. B,C]

(c)(2) For each pay period during which apprentices work in their apprentice classification and, in the case of the pay period in which the full week of Christmas holidays fall provided they would otherwise have been scheduled to work, they shall be credited as having spent seven calendar days in the apprentice program.

[See Par. (137)(d),(175)(2),(203c)]

(d) Apprentices who satisfactorily complete their shop training schedule in a plant prior to the time they complete their related training shall, notwithstanding the provisions of Paragraph (178)(1), be considered as journeymen/women but only in the plant in which they were in apprentice training in the classification to which they have been apprenticed and not under Paragraph (178)(2) or (178)(3). Such employees shall be required to complete their related training requirements specified in Paragraph (145). Notwithstanding the provisions of Paragraphs (151) and (181a), such employees who hereafter fail to attend available courses or decline to complete the related training requirements specified in Paragraph (145) shall have their rate adjusted to a rate not greater than the minimum rate of the journeyman/woman classification. Upon satisfactory completion of the related training requirements the rate of such employees shall be adjusted in accordance with Paragraph (181a). Local Shift Preference Agreements must have sufficient flexibility to permit such employees to complete the

related training courses in which they are currently enrolled. Seniority of such employees shall be established in accordance with Paragraph (137)(a), (b) and (c).

Time spent by such employees in completing their required apprentice related training schedule shall be paid for at the straight-time hourly rate applicable to such related training for that classification in that plant in accordance with Paragraph (146) and the Apprentice Rate Schedule set forth in Paragraph (151); provided, however, the hourly rate for such apprentice related training shall not exceed the applicable rate for the eighth (8th) 916 hour Apprentice Training Period for that classification as set forth in Paragraph (151). The Corporation's payment of fees and/or tuition required in connection with apprentice related training for such employees is limited to the maximum provided in Paragraph (148).

Upon completion of their related training schedule, the employees shall be given a certificate of completion of apprenticeship, in accordance with Paragraph (150), and shall thereupon be journeymen/women within the meaning of Paragraph (178).

[See Par. (75),(175)(2)]

(138) Apprentices removed from the non-interchangeable occupational group to which they are assigned due to a reduction in force or inability to satisfactorily perform the shop and/or related training requirements shall be retained at work, seniority permitting, as follows:

[See Par. (139)]
[See Doc. 66]

(a) Apprentices with seniority who were hired directly into an apprentice classification will be placed on other available work in accordance with Paragraph (59).

(b) Apprentices with seniority who have been transferred from a job in the plant to an apprentice classification will be returned to the group from which they were so transferred, or otherwise placed according to the Local Seniority Agreement provisions.

[See Par. (136)]

(c) Failing to have sufficient seniority to be placed on other work, as provided above, apprentices will be laid off.

[See Par. (113a)]

(139) Apprentices who have been removed from an apprentice non-interchangeable occupational group due to a reduction in force pursuant to Paragraph (138) above, will be recalled to such group in line with their seniority in such group.

Ratio of Apprentices to Journeymen/women

(140) The number of new apprentices who may be enrolled shall be determined on the basis of the number of journeymen/women employed for the program averaged over the preceding twelve (12) months. The ratio of apprentices in training to journeymen/women should not exceed one (1) apprentice to eight (8) journeymen/women. However, the Union agrees that local Management can establish a ratio of apprentices to journeymen/women in excess of the one (1) to eight (8) ratio, but not to exceed a ratio of one (1) apprentice to five (5) journeymen/women. Deviations below the one (1) to five (5) ratio may be agreed to by the Local Apprentice Committee. Favorable consideration will be given to requests for deviation below the one (1) to five (5) ratio in instances in which it is anticipated the impact of early retirement will create a shortage of skilled trades employees. Disputes concerning such deviations or the enrolling of new apprentices at a time when seniority journeymen/women in the same classification are laid off due to a permanent reduction in force will be

referred to the Delphi-UAW Skilled Trades and Apprentice Committee for decision.

[See Par. (122)d.,(122)h.,(127)]
[See Doc. 66]

Ratio - Reduction in Force

(140a) In the event of a reduction of force, the apprentices in excess of the one (1) to eight (8) ratio will be laid off before any journeyman/woman in that trade is laid off. The ratio of apprentices in training to journeymen/women will be based on the average number of journeymen/women employed for the program computed on the last Monday of each of the twelve preceding months. The average thus computed shall remain in force until a new computation is made on the last Monday of the next succeeding month. If, during periods when journeymen/women are laid off, any monthly computation results in a ratio in excess of one (1) apprentice to eight (8) journeymen/women, such excess apprentices will be laid off by the end of the pay period during which the last Monday of the month falls except that a minimum of one apprentice may be retained in each trade.

[See Par. (176)(2)]
[See Doc. 65,66]

Reduction in Force (Unusual Circumstances)

(140b) In the event the reduction in force is due to unusual circumstances, including, but not confined to: a transfer or discontinuance of an operation, major technological developments, the elimination or consolidation of classifications, the discontinuance of a shift, or a drastic reduction in the level of work resulting in a heavy reduction in the skilled work force; local Management, the Shop Committee and the Union members of the Local Apprentice Committee shall mutually agree to an acceptable layoff and recall plan. Such a layoff plan may provide for reducing the ratio

below one (1) to eight (8), or for laying off all apprentices in a particular trade. A plan that provides for the layoff of all apprentices in a particular trade is to be reviewed and approved in advance by the Delphi-UAW Skilled Trades and Apprentice Committee.

[See Par. (96),(102),(102a),(127),(176)(2)]

Standard Work Week

(141) To maintain the proper schedule for graduating apprentices, their standard work week, including time spent in connection with related training, shall be forty (40) hours.

(a) Apprentices may be assigned to overtime work when all journeymen/women on the shift in the equalization group with which the apprentices in the course of their training are currently associated, are either scheduled to work overtime or have had the opportunity to work overtime. Deviation from this provision may be negotiated by Local Management and the Shop Committee.

[See Par. (21)]

(b) Equalization of any overtime available to apprentices is subject to local arrangement between Local Management and the Union in a manner consistent with the shop and related training of each apprentice.

(c) Individual apprentices will not be assigned to work overtime for the purpose of completing their apprentice training ahead of other apprentices in like circumstances in the trade.

(142) In case apprentices are required to work overtime, they shall receive credit on the term of apprenticeship for only the actual hours of work.

[See Par. (133)]

Allowance - Tools, Books, Supplies

(143) As soon as practicable after being placed in an apprentice group, apprentices will be furnished an appropriate tool box, which will become the property of the apprentice upon graduation. At the same time and also upon satisfactory completion of the first period of 916 hours of work they will be paid an allowance of $200.00 for the purchase of tools, books and supplies. Upon satisfactory completion of the second, third, fourth, fifth, sixth and seventh periods of 916 hours of work in the apprentice program, apprentices will be paid $100.00 for the purchase of tools, books and supplies. Management will assist apprentices in obtaining tools. Upon completion of all shop and related training requirements and graduation, apprentices will receive the balance, if any, of the total allowance of $1,200.00 including credit granted for prior experience pursuant to Paragraph (132) less any such payments previously received.'

Apprentice Training Agreement

(144) All apprentices (and if they are minors, their parent or guardian) shall be required to sign an Apprentice Training Agreement. A copy of the Apprentice Training Agreement shall be furnished to the Apprentice. The Apprentice Training Agreement shall be registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor.

[See Par. (127)(h)]

Related Training

(145) Apprentices shall be required during the period of this apprentice program, to complete a program of related and supplemental classroom instructions not to exceed 576 hours during a four-year training course, less the amount of related training for which they received credit pursuant to Paragraph (132). Exceptions up to a maximum of 672 hours may be jointly recommended for specific classifications by the Local Apprentice

Committee subject to approval by the Delphi-UAW Skilled Trades and Apprentice Committee.

[See Par. (122)f.,(127)(m),(137)(d),(148)]
[See Doc. 65]
[See CSA #22]

(146) Time spent by apprentices in connection with related training shall not be considered time worked under this Agreement; nevertheless, time spent by apprentices in taking required related training shall be paid for at the apprentices' straight time hourly rate.

[See Par. (133),(137)(d)]
[See Doc. 65]

(147) Whether related training shall be conducted by Local Management or through a local educational institution, or otherwise, shall be determined by Local Management in light of prevailing circumstances in the community. Management will notify and discuss this matter with the Local Apprentice Committee. However, the final determination will remain the responsibility of Management.

(148) The Corporation agrees to pay, on behalf of apprentices covered by this Agreement, registration fees and/or tuition required in connection with related training under the apprentice program, but not to exceed 576 hours of related training.

[See Par. (137)(d),(145)]

Progress Reports

(149) An accurate record shall be kept of the hours worked by each apprentice under the training program. These hours shall be recorded on appropriate forms. Where the basic work processes are subdivided on the uniform shop training schedules, a more detailed breakdown of hours conforming to such subdivisions, which do not change the uniform shop training schedules, may be developed locally.

[See Par. (123),(145)]
[See CSA #22]

(149a) Optional hours are provided in each shop training schedule to be used as follows:

[See Par. (145)]
[See CSA #22]

(1) To give additional training over and above the hours designated in the shop training schedule in those phases which would be most beneficial to apprentices in acquiring their journeyman/woman status.

(2) To give training in related phases of the trade not specifically designated in the shop training schedule but normally required of journeymen/women.

Certificate of Completion

(150) Upon completion of apprenticeship, a certificate, a copy of which is contained in the Delphi Corporation-UAW Standard Apprentice Plan, shall be issued to the apprentice. The certificate shall be signed by Local Management and the Union Members of the Local Apprentice Committee. The Local Apprentice Committee will recommend to the Bureau of Apprenticeship and Training, U.S. Department of Labor, or to the state agency in those states where appropriate, that a certificate signifying completion of the apprenticeship be issued to the Apprentice.

[See Par. (127)(k),(137)(d)]

Apprentice Wage Rates

(151) Effective with the effective date of this agreement, the straight time hourly wage rates (exclusive of Cost-of-Living Allowance and shift premium) for apprentices in the bargaining unit shall be the rates set forth in the following Apprentice Rate Schedule:

Apprentice Training Period	Hourly Rate*
1st 916 Hours	$25.03
2nd 916 Hours	25.19
3rd 916 Hours	25.19 plus 9% of "Rate Difference"
4th 916 Hours	25.19 plus 20% of "Rate Difference"

(Table Continued on Next Page)

Apprentice Training Period	Hourly Rate*
5th 916 Hours	25.19 plus 33% of "Rate Difference"
6th 916 Hours	25.19 plus 48% of "Rate Difference"
7th 916 Hours	25.19 plus 66% of "Rate Difference"
8th 916 Hours	25.19 plus 86% of "Rate Difference"

*The "Rate Difference" shall be determined by subtracting the sum of $.20 and the Hourly Rate for the 2nd 916 Hours from the maximum rate established in the Local Wage Agreement for the journeyman/woman classification for which the apprentice is in training. Resultant rates shall be rounded to the nearest 1 cent.

Notwithstanding the foregoing provisions, seniority employees transferred to apprentice training, including seniority Delphi employees transferred from other Delphi-UAW locations, shall be transferred at their current rate or the rate of $26.84 per hour, whichever is lower, provided, however, that in no event will their 1st Period Rate be lower than a rate of ten cents (10¢) over the 1st Period Hourly Rate set forth above. Upon their completion of that 1st Period, they shall be paid a rate of $25.58 or their first period rate, whichever is higher, and if retained, shall be paid such rate until they qualify for a higher rate in accordance with the Apprentice Rate Schedule.

The $26.84 and $25.58 rates shown in the above paragraph will become $27.38 and $26.09 on September 19, 2005; $28.20 and $26.87 on September 18, 2006.

Upon graduation, apprentices will receive an increase, if retained, to the midpoint of the rate range for the skilled classification to which they are assigned.

The above Apprentice Rate Schedule automatically provides for all increases in straight time hourly wage rates which are effective on the effective date of this Agreement. The wage increases provided for in Paragraphs (101)(a)(1) and (101)(a)(2) shall be added to the fixed portion of the Hourly Rate in the Apprentice Rate Schedule and to the above stated $26.84 and $25.58 rates and the straight time hourly wage rates for individual apprentices shall be

determined only in accordance with the provisions of this Paragraph (151).

[See Par. (99),(132),(137)(d),(181a)]

Skilled Trades Vacancies

(152) Management will study its future tool, die, maintenance, machine repair, wood and metal pattern shop needs, and at least once each six months will post on the bulletin board a list of jobs, if any, for which a shortage of journeymen/women is anticipated. Where qualified journeymen/women are not available either through new hires, from journeymen/women currently working on other than skilled trades classifications who have submitted appropriate documents to Management pursuant to Paragraph (178), or from graduated apprentices, employees working on other than skilled trades classifications will be permitted to file application for vacancies in skilled trades classifications listing their qualifications for such jobs. However, subject to rules and conditions established by written local agreement employees working in skilled trades classifications may be permitted to file application for vacancies in other skilled trades classifications listing their qualifications for such jobs.

[See Par. (153)]
[See Doc. 63]

(153) Notwithstanding other provisions of this Agreement, Management may select non-journeymen/women seniority employees who have previously filed an application as provided above for transfer to the skilled trades classifications for training and to perform the work in such classifications. Employees transferred to skilled trades classifications shall be selected on the basis of their qualifications, [including time worked after January 1, 1968, pursuant to Paragraph (179) unless otherwise mutually agreed between Management and the Shop Committee], and when their qualifications are equal, employees with the

longest seniority will be given preference. The recruitment, selection, employment, and training of employees-in-training (E.I.T.) shall be without discrimination because of race, color, religion, national origin, sex, or sexual orientation. Affirmative action will be taken to provide equal opportunity in the Employee-in-Training Program.

[See Par.(6a),(152),(154)]
[See App. H, K]

(154) Where no applications of seniority employees with qualifications have been filed for transfer, non-seniority employee applicants may be transferred or new non-journeymen/women applicants with qualifications may be hired for the work.

[See Par. (153)]

Classification of "Employees-in-Training" and "Employees-in-Training Seniority"

(155) Employees transferred to a skilled trades classification in which they do not hold journeyman/woman or E.I.T.S. status, or non-journeyman/woman new hires assigned to a skilled trades classification in which they do not qualify for E.I.T.S. status, shall be identified in the skilled trades classification in which they are working as employees-in-training (e.g., "Lathe Operator [E.I.T.]", "Tool Maker [E.I.T.]") until their status is changed to employee-in-training seniority (E.I.T.S.) or they are reclassified as journeymen/women in such classification in accordance with provisions of Paragraph (166).

[See Par. (156)]
[See App. B, C]

(156) An employee or a non-journeyman/woman new hire who completes or has completed at least four years of work as an employee-in-training (E.I.T.) in any one skilled trades classification in any Delphi Corporation plant shall be identified in such skilled trades

classification as an "Employee-in-Training Seniority" (e.g., "Lathe Operator [E.I.T.S.]", "Tool Maker [E.I.T.S.]"), as of July 1, 1977, if the employee is working in that skilled trades classification, or upon transfer or recall to that skilled trades classification if later than July 1, 1977, until classified as a journeyman/woman in such classification in accordance with Paragraph (166), except as provided in Appendix C.

[See Par. (155),(157)(a)(1),(167),(168)]
[See Par. (175)(3),(180)(c)]

(157)(a) When employees-in-training (E.I.T.) are identified as employees-in-training-seniority (E.I.T.S.), they shall for the purpose of layoff and recall be credited with seniority as follows:

[See Par. (158)]

(1) Employees who, pursuant to Paragraph (156), are identified as employees-in-training-seniority (E.I.T.S.) in a skilled classification in the plant subsequent to July 1, 1968, and were employees-in-training (E.I.T.) in such skilled classification in the plant prior to such date shall receive seniority credit as employees-in-training-seniority (E.I.T.S.) for the time worked in the plant prior to July 1, 1968, equal to one (1) pay period for each four (4) pay periods worked and for the time worked in the classification in the plant after July 1, 1968, shall receive seniority credit as employees-in-training-seniority (E.I.T.S.) equal to one (1) pay period for each two (2) pay periods worked in the classification in the plant and for time worked in the classification in the plant after January 1, 1988 shall receive credit as employees-in-training-seniority (E.I.T.S.) equal to the time worked in the classification in the plant except as provided in Appendix C.

[See Par. (156)]

(2) Effective July 1, 1977, employees who are classified as employees-in-training (E.I.T.) for the first time subsequent to July 1, 1968, shall, upon becoming

employees-in-training-seniority (E.I.T.S.) in accordance with Paragraph (156), receive seniority credit for 50% of the time [subsequent to their seniority date established pursuant to Paragraph (57)] during which they worked in that skilled trades classification in that plant either on a continuous or accumulated basis, and for all time during which they worked in that classification in that plant subsequent to January 1, 1988, except as provided in Appendix C.

(157)(b) For the purpose of layoff and rehire in the skilled trades classifications, employees-in-training-seniority (E.I.T.S.) transferred or hired directly to employee-in-training-seniority (E.I.T.S.) status, shall, subsequent to acquiring plant seniority pursuant to the provisions of Paragraph (57), establish seniority in the skilled trades classification to which they are assigned. The date such employees are transferred or hired into the skilled trades classification shall be their skilled seniority date in that classification except that such date will not precede their seniority date established pursuant to Paragraph (57).

(158) Employees covered by Paragraph (158) of the September 20, 1961 National Agreement who were not returned to the classification under the terms of that Agreement as of the date it terminated shall continue to have seniority credited to them in accordance with Paragraph (157) in the skilled trades classification in which they hold employee-in-training-seniority (E.I.T.S.) status. However, such employees shall exercise their seniority in the skilled trades classification in which they hold employee-in-training-seniority (E.I.T.S.) status only upon being returned to work in that classification, provided, however, that notwithstanding any other provisions of this Agreement, they shall have preference to return to that classification over (1) new hires and (2) any other employees with lesser seniority in the classification who would otherwise be entitled to be returned to the classification.

Seniority of "Employees-in-Training" and "Employees-in-Training-Seniority".

(159) Employees-in-training (E.I.T.) and employees-in-training-seniority (E.I.T.S.) shall retain and accumulate seniority in the seniority group in which it is established at the time of their transfer to the employee-in-training status.

(159a) Employees transferred directly to employee-in-training-seniority (E.I.T.S) status, shall retain and accumulate seniority in the seniority group in which it is established at the time of their transfer to employee-in-training-seniority status.

(160) For the purpose of layoff and rehire in the skilled trades classifications, employees-in-training (E.I.T.) shall establish a date of entry in the skilled trades classification to which they are assigned as of the date they are transferred or hired into such classification. They shall retain such date of entry in such classification until their status is changed to employee-in-training-seniority (E.I.T.S) or they are reclassified as journeymen/women in that classification; provided, however, Local Management and the Shop Committee may work out a local agreement, subject to the approval of the Corporation and the International Union, dealing with the matter of multiple dates of entry of an employee.

[See Par. (165),(173),(175)(4),(180)(c)]
[See App. B,C]

(161) Employees-in-training (E.I.T.) shall be laid off from the skilled trades classification in which they are working in the reverse order of their date of entry status in such classification, provided, however, that if they have sufficient seniority or date of entry status, they shall thereafter be transferred in the following order:

[See Par. (175)(4)]
[See Doc. 66]

(1) To another skilled trades classification in which they have journeyman/woman status;

(2) To another skilled trades classification in which they have employee-in-training-seniority (E.I.T.S.) status;

(3) To another skilled trades classification in which they have date of entry status;

(4) To a seniority group, other than in skilled trades, in which their seniority is established.

(162) Employees-in-training-seniority (E.I.T.S.) shall be laid off from the skilled trades classification in which they are working in reverse order of their seniority in such classification, provided, however, that if they have sufficient seniority or date of entry status, they shall thereafter be transferred in the following order:

(1) To another skilled trades classification in which they have journeyman/woman status;

(2) To another skilled trades classification in which they have employee-in-training-seniority (E.I.T.S.) status;

(3) To another skilled trades classification in which they have date of entry status;

(4) To a seniority group, other than in skilled trades, in which their seniority is established.

Wage Rates of "Employees-in-Training"

(163) Where the minimum rate of the skilled trades classification to which an employee-in-training (E.I.T.) is transferred is not more than 10¢ above the rate an employee is earning, the employee will be advanced to such minimum rate upon transfer. Where there is more than a 10¢ differential, the employee will be advanced 10¢ over the rate the employee has been earning, or to a

rate of $25.58 per hour until September 19, 2005, $26.09 per hour until September 18, 2006, and $26.87 per hour thereafter, whichever rate is higher at the time, and shall be stepped up not less than 10¢ each 60 days, if retained, until the employee reaches the minimum rate of the classification. Any odd cents less than 10¢ will be added to the last 10¢ increase in order to bring the employee up to the minimum rate of the classification. In no event will the rate paid an employee-in-training (E.I.T.) at time of transfer exceed the minimum rate of the skilled trades classification to which an employee is transferred, *except as provided in Paragraph (165).* Any increase above the minimum rate shall be on the basis of merit, but in no event will such an employee receive a rate above the midpoint of the rate range for the employee's job classification.

[See Par. (164),(165),(180)(c)]

(164) An employee hired as an employee-in-training (E.I.T.) shall receive a rate of not less than $25.58 per hour until September 19, 2005, $26.09 per hour until September 18, 2006, and $26.87 per hour thereafter, and if retained, the employee's rate shall be increased not less than 10¢ per hour each 60 days until the employee reaches the minimum rate of the skilled trades classification to which the employee is assigned. Any increase above the minimum shall be on the basis of merit, but in no event will such an employee receive a rate above the midpoint of the rate range for the employee's job classification.

[See Par. (163),(180)(c)]

(165) Employees-in-training (E.I.T.) or employees-in-training-seniority (E.I.T.S.), who may be returned to a skilled trades classification assignment in keeping with these provisions, shall be given the same rate position they had attained at the time they were last classified in such classification except as otherwise provided in Paragraph (181a). Employees-in-training (E.I.T.) or

employees-in-training-seniority (E.I.T.S.) who may be transferred to E.I.T. status in a skilled trades classification which is related to the skilled trades classification in which they held the status of E.I.T. or E.I.T.S., shall be given the same rate (adjusted for any intervening general wage increases) they had attained at the time they were classified in the former classification, but not greater than the maximum rate of the new classification.

[See Par. (160),(163),(180)(c),(181a)]
[See App. C]

Reclassification to Journeyman/woman Status

(166) Effective July 1, 1977, employees who are or were classified as employees-in-training (E.I.T.) or employees-in-training-seniority (E.I.T.S.) for the first time subsequent to September 1, 1958, shall be classified as journeymen/women when they have worked eight (8) years in that skilled trades classification in any plant, except as provided in Appendix C, and except that such employees who were not working in that skilled classification on July 1, 1977, due to layoff or reduction in force will be reclassified to journeyman/woman status upon recall to the skilled classification.

[See Par. (155),(156),(167),(170),(171)]

(167) In determining whether employees have worked in a skilled trades classification the time required in order to qualify for journeyman/woman status in that classification pursuant to Paragraph (166), they may receive credit for the work they performed while classified in another skilled trades classification which is related to the one in which they are being reclassified as journeymen/women, in accordance with Paragraph (168) and (169).

[See Par. (156),(178a)]

(168) After the completion of the period of time specified in Paragraph (156) for reclassification to E.I.T.S. status, employees may be credited with the hours worked in the related classification in any plant but not in excess of two times the number of hours outlined in a Delphi Corporation-UAW apprentice training program for such classification of work.

[See Par. (167), (169)]

(169) In computing credit for work performed under Paragraph (168), employees shall be credited with one week for each 40 hours of work performed.

[See Par. (167)]

Seniority Credit Upon Reclassification of "Employees-in-Training" and "Employees-in-Training-Seniority" to Journeymen/women

(170) Employees reclassified from an employee-in-training (E.I.T.) status to a journeyman/woman status in accordance with the provisions of Paragraph (166), upon reclassification to a journeyman/woman status, shall have their seniority date established in the skilled trades classification to which they are assigned by crediting them with the sum of:

(a) 50% of the time [subsequent to their seniority date established pursuant to Paragraph (57)] during which they worked in that plant in that skilled trades classification either on a continuous or accumulated basis, except as provided in Appendix C, prior to July 1, 1977; and

(b) 100% of the time [subsequent to their seniority date established pursuant to Paragraph (57)] during which they worked in that plant in that skilled trades classification either on a continuous or accumulated basis, except as provided in Appendix C, on or after July 1, 1977.

(171) Upon reclassification to journeyman/woman status, employees-in-training-seniority (E.I.T.S.) shall have as their journeyman/woman seniority date in the classification the greater of the following:

[See Par. (166)]

(1) The employee-in-training-seniority (E.I.T.S.) seniority date they have in that classification in that plant as of the date of their reclassification, or

(2) A seniority date established in the skilled trades classification to which they are assigned by crediting them the sum of:

(a) 50% of the time [subsequent to their seniority date established pursuant to Paragraph (57)] during which they worked in that plant in that skilled trades classification as employees-in-training (E.I.T.) either on a continuous or accumulated basis, except as provided in Appendix C, prior to July 1, 1977; and

(b) 100% of the time [subsequent to their seniority date established pursuant to Paragraph (57)] during which they worked in that plant in that skilled trades classification either on a continuous or accumulated basis, except as provided in Appendix C, on or after July 1, 1977; and

(c) 100% of the time, subsequent to acquiring E.I.T.S. status, spent out of that Skilled Trades classification on or after January 1, 1985 due to a reduction in force.

(172) Employees reclassified from employee-in-training (E.I.T.) or employee-in-training-seniority (E.I.T.S.) to journeyman/woman status shall have the seniority rights, if any, provided in the local seniority agreement in seniority groups other than in skilled trades.

Seniority Rights of Journeymen/women, "Employees-in-Training-Seniority" and "Employees-in-Training"

(173) Journeymen/women or employees-in-training-seniority (E.I.T.S.) in a skilled trades classification shall retain their date of entry, subject to the provisions of Paragraph (160) above, in other skilled trades classifications to which they had been or are thereafter assigned as employees-in-training (E.I.T.).

(174) No journeyman/woman so classified will be laid off until it is necessary to further reduce the force after employees who have not attained the status of a journeyman/woman in such classifications, for which the journeyman/woman is qualified, have been laid off, except as provided in Paragraph (176).

[See Par. (121),(140),(140a),(140b),(177), (178-178a)]
[See Doc. 66]

(175) Employees-in-training (E.I.T.) who have not qualified as journeymen/women may be retained in their classification until displaced by:

[See Par. (177),(178-178a)]
[See Doc. 66]

(1) Fully qualified journeymen/women in the plant;

[See Par. (177),(178-178a)]

(2) Newly graduated apprentices;

[See Par. (137)]

(3) Employees-in-training-seniority (E.I.T.S.);

[See Par. (156)]

(4) A reduction in force.

[See Par. (160),(161)]

(176) Employees-in-training-seniority (E.I.T.S.) may be retained in the skilled classification in which they are

classified as employees-in-training-seniority (E.I.T.S until displaced by:

[See Par.(174)]

(1) Employees with more seniority in the classification;

(2) A reduction in force.

[See Par. (140a-b)]

(177) Notwithstanding the provisions of Paragraphs (174), (175), and (176), provisions may be negotiated between Local Management and the Shop Committee to govern temporary layoff situations.

[See Par. (65)]
[See Doc. 66]

Definition of "Journeyman/woman"

(178) The term "journeyman/woman" when used in this Agreement means an employee who: (1) has satisfactorily completed a bonafide apprentice training course with similar standards to the Delphi-UAW Apprentice Training Program; or (2) one who has properly carried such journeyman/woman status in any Delphi Corporation plant under the terms of previous agreements between the parties; or (3) one who has been reclassified as a journeyman/woman under the terms of the Skilled Trades Section of this Agreement; or (4) one, newly hired, who meets one of the above alternative requirements or can prove work experience in the trade at least equivalent to that on-the-job experience required for reclassification to journeyman/woman status of those employees-in-training covered in Paragraph (166) of this Agreement. Copies of any documents presented pursuant to this provision will be furnished to the Chairperson of the Shop Committee upon request.

[See Par. (122)d,(137)(d),(152),(174)]
[See Par. (175)(1)]
[See Doc. 68]

(178a) Journeymen/women in an apprenticeable classification will be considered to be journeymen/women classified in the classification(s) for which they are qualified and which is (are) related to that apprenticeable classification, in the application of Paragraph (174).

For the purpose of this Paragraph, the machine operations listed in the apprentice training schedules for the Die Making, Machine Repair, Pattern Making-Metal, Pattern Making-Wood, Tool and Die Making and Tool Making trades, are considered related to their respective classification. In addition for this purpose, the local parties may determine, in writing, other classifications which are to be considered related to these and other apprenticeable classifications, subject to approval of the Delphi-UAW Skilled Trades and Apprentice Committee. In the event the parties are unable to reach agreement locally, the area of difference may be referred to the Delphi-UAW Skilled Trades and Apprentice Committee for resolution on the basis of the specific facts involved. The Delphi-UAW Skilled Trades and Apprentice Committee may also determine classifications which are to be considered related to apprenticeable classifications.

[See Par. (122)d.,(167),(175)(1)]
[See Doc. 68]

Model Change or Major Plant Rearrangement

(179) During model change or major plant rearrangement employees may be temporarily transferred to classifications to assist in such work and paid in accordance with the local wage agreement. The duration of such temporary transfers is limited to the temporary period of such model changes or major plant rearrangements. Seniority of such employees shall remain and accumulate in the seniority group in which it is established at the time of the temporary transfer. It is understood, therefore, that no employee will be credited

with any seniority in such classifications for the purpose of being retained in the classification.

[See Par. (153)]

Related Training - E.I.T.

(180)(a) Related training schedules totaling approximately 500 hours will be provided for each classification in which there are currently employees classified as employees-in-training (E.I.T.) or employees-in-training-seniority (E.I.T.S.). Exceptions up to a maximum of 576 hours for employee-in-training programs may be jointly recommended by the Chairperson of the Shop Committee and Local Plant Management subject to approval by the Delphi-UAW Skilled Trades and Apprentice Committee. Local Shift Preference Agreements must have sufficient flexibility to permit such employees to complete the related training courses in which they are currently enrolled.

[See Par. (75), 180)(b)]

(b) Employees having a date of entry in a skilled classification pursuant to Paragraph (160) prior to January 1, 1968, and who are currently working in such skilled trades classifications as employees-in-training (E.I.T.) or employees-in-training-seniority (E.I.T.S.) may apply for enrollment in the related training courses established for their classification pursuant to Paragraph (180)(a) above.

(c) Employees who establish a date of entry in a skilled trades classification pursuant to Paragraph (160) on or after January 1, 1968, shall be required to attend the related training courses established for that classification during the period of time they work as an employee-in-training (E.I.T.). Such employees shall not be required to attend related training courses which they have completed previously. Removal of employees from employee-in-training (E.I.T.) status shall be based on the employees' failure or inability to perform the work of the classification in the plant except that for employees entering the classification after January 1, 1988, failure

to attend related training classes or achieve passing grades, will be cause for removal from the classification after having been counseled. Notwithstanding the provisions of Paragraphs (163), (164), (165) and (181a), such employees who hereafter achieve E.I.T.S. status pursuant to the provisions of Paragraph (156) prior to the completion of the required related training courses and thereafter fail to attend available courses or decline to complete such courses shall have their rate adjusted to a rate not greater than the minimum rate of the journeyman/woman classification. Upon satisfactory completion of the related training requirements and provided they are otherwise qualified, the rate of such employees shall be adjusted in accordance with Paragraph (181a).

(d) Time spent by employees-in-training (E.I.T.) and employees-in-training-seniority (E.I.T.S.) in connection with related training shall not be considered time worked under this Agreement; nevertheless, time spent by employees-in-training (E.I.T.) or employees-in-training-seniority (E.I.T.S.) in taking required related training, but not to exceed the hours specified in Paragraph 180(a), shall be paid for at the employees' (E.I.T. or E.I.T.S.) straight-time hourly rate.

[See Par. (145)]
[See Doc. 65]

(e) The Corporation agrees to pay, on behalf of employees-in-training (E.I.T.) and employees-in-training-seniority (E.I.T.S.) covered by this Agreement, registration fees and/or tuition required in connection with related training under the employee-in-training (E.I.T.) program, but not to exceed the hours specified in Paragraph 180(a).

Maintenance Helpers

(181) The Maintenance Helper classification shall be eliminated.

General

(181a) Upon becoming classified as journeymen/women or employees-in-training-seniority (E.I.T.S.), employees shall receive a rate not less than the midpoint of the rate range for their job classification except that such employees shall receive the maximum rate of their classification within three (3) months from the date on which they are so classified or acquire seniority, or in the case of newly hired journeymen/women or newly hired employees-in-training-seniority (E.I.T.S.), within three (3) months from the date on which they acquire seniority and except that employees classified as journeymen/women in one skilled trades classification and earning the maximum rate for that classification who are transferred to journeyman/woman status in a related skilled trades classification at that plant shall be paid the maximum rate for the related classification immediately upon transfer.

[See Par. (99a),(137)(d),(151),(165)]
[See Par. (180)(c)]

(181b) Local agreements subject to Corporation and International Union approval may be negotiated locally to meet other local conditions in accordance with the principles set forth in this section.

Lines of Demarcation

(182)(a) The Chairperson of the Shop Committee may request the Labor Relations Supervisor to arrange a special conference to hear the skilled trades representative's views concerning problems in connection with work assignments of employees in skilled trades classifications and to discuss the matter. Such special conference will be attended by two committeepersons representing employees in skilled trades classifications, the Chairperson of the Shop Committee, a representative of the section of the Management organization in charge of the skilled trades

activity involved, a representative of labor relations and another representative of the Management organization. The Regional Director of the International Union or a designated representative, upon request to the Corporation Labor Relations Staff, may attend the conference.

{See Doc. 112}

(b) If the matter involves the appropriateness of the work assignment of employees in skilled trades classifications and is resolved, the settlement will be reduced to writing within seven (7) calendar days from the date of the settlement unless otherwise agreed to by the parties. If the matter is not resolved, the Local Union may reduce the matter to writing in a statement setting forth all the facts and circumstances surrounding the case and the position taken by the union. The statement will be presented to Local Management, within ten (10) working days of the special conference. Within five (5) working days thereafter, Local Management will prepare and give to the Union a complete statement of the facts of the case and the reasons for the position taken. The Union may within 30 days of such delivery forward the Union's statement and the Management's statement to the Director of the GM Department of the International Union.

(c) If in its judgment the matter warrants appeal, the International Union may within 30 days of receipt of the statements, appeal the matter to the Delphi-UAW Skilled Trades and Apprentice Committee by written notice to the Vice President, Human Resource Management of the Corporation.

(d) The Delphi-UAW Skilled Trades and Apprentice Committee shall attempt to resolve the matter. If they are unable to resolve the case within three months of the date of appeal to it or any mutual extension of said period, the case may be withdrawn

without prejudice by the Union members or may be appealed to the Impartial Umpire for final and binding decision. Upon the submission of a case to the Umpire, the parties will make an effort to provide the Umpire with a jointly agreed upon set of specific criteria to guide the Umpire's decision in each case.

(183)(a) Employees of an outside contractor will not be utilized in a plant covered by this Agreement to replace seniority employees on production assembly or manufacturing work, or fabrication of tools, dies, jigs and fixtures, normally and historically performed by them, when performance of such work involves the use of Corporation-owned machines, tools, or equipment maintained by Corporation employees.

[See Par. (46)(1)]
[See App. F]
[See Doc. 113]

(b) The foregoing shall not affect the right of the Corporation to continue arrangements currently in effect; nor shall it limit the fulfillment of normal warranty obligations by vendors nor limit work which a vendor must perform to prove out equipment.

[See Par. (46)(1),(183)(d)]
[See Doc. 58,100,113]

(c) It is the policy of the Corporation to fully utilize its seniority employees in maintenance skilled trades classifications in the performance of maintenance and construction work, as set forth in its letter, dated December 14, 1967 (Appendix F), to the Union on this subject.

[See Par. (46)(1)]
[See App. F]
[See Doc. 58]

(d) In all cases, except where time and circumstances prevent it, Local Management will hold advance discussion with and provide advance written notice to the Chairperson of the Shop Committee and the Shop Committeeperson or Shop Committeepersons

whose zones include the maintenance activities, prior to letting a contract for the performance of maintenance and construction work. In this discussion Local Management is expected to review its plans or prospects for letting a particular contract. The written notice will describe the nature, scope and approximate dates of the work to be performed and the reasons (equipment, available human resources, etc.) why Management is contemplating contracting out the work. Further, this written notice will include the type and duration of warranty work.

At such times Local Management representatives are expected to afford the Local Union representatives an opportunity to comment on the Management's plans and to give appropriate weight to those comments in the light of all attendant circumstances. When Journeymen/women or E.I.T.S. diemaking, toolmaking or engineering employees are on layoff or become laid off as a result of the plant's subcontracting work normally performed by them, Local Management will, except where time and circumstances prevent it, hold such advance discussions of contracts for the performance of major die construction work or major tooling construction programs of the type normally performed by such employees.

[See Par. (183)(b)]
[See Doc. 58,59,98]

(e) In no event shall any seniority employee who customarily performs the work in question be laid off as a direct and immediate result of work being performed by any outside contractor on the plant premises.

[See Par. (46)(1)]

VACATION ENTITLEMENT

(184) The vacation entitlement provisions of this Section shall apply during the remainder of the term of this Agreement.

(185) Effective January 1, 1994 the eligibility date for vacation entitlement for all seniority employees is December 31.

(186) Each "eligibility year" shall begin with the first pay period following the pay period containing December 31 of the previous year and end with the pay period in which December 31 falls.

(187) Employees shall become eligible for vacation entitlement as hereinafter defined, provided they have at least one year's seniority as of December 31 of the eligibility year and have worked during at least 13 pay periods during the eligibility year.

Without modifying or adding to any other provision of the Vacation Entitlement Section, an employee who has seniority but has not acquired one year's seniority as of December 31 shall nevertheless become eligible for a percentage of 40 hours of vacation entitlement pursuant to Paragraphs (192) and (193b).

(188) In determining the number of pay periods an employee shall have worked in the eligibility year, the employee shall be credited with one pay period for each pay period in which the employee performs work in any Delphi Corporation plant during that year.

(189) For the purpose of this Vacation Entitlement Section only, a pay period during which an employee qualifies for pay pursuant to Paragraph (194), Paragraphs (203) through (213a) for holidays falling within the Christmas Holiday Period, Paragraph (218), Paragraph (218a), Paragraph (218b), or the Independence Week Shutdown shall be counted as a pay period worked. A laid off employee who receives pay for a designated holiday shall receive credit for the pay period in which the holiday falls as a pay period worked.

(190) Employees whose seniority at a Delphi Corporation plant (base plant) is hereafter broken:

(a) pursuant to Paragraph (64)(d) because they elected to remain at the Delphi Corporation plant in which they are working, or

(b) pursuant to Paragraph (64)(e), or

(c) pursuant to Paragraph (113a) because of placement as a journeyman/woman, shall have their vacation entitlement computed as though their seniority at the base plant had not been broken, provided, (1) they continuously hold seniority at a Delphi Corporation plant(s), or (2) are hired at a Delphi Corporation plant before their seniority at a prior plant is broken and they acquire seniority at the plant where hired within the next six (6) continuous months, and they thereafter continuously hold seniority at a Delphi Corporation plant(s).

(191) An eligible employee who has worked at least 26 pay periods in the eligibility year shall be entitled to the following vacation entitlement:

For an Eligible Employee With Seniority of	Hours of Vacation Entitlement
Less than one year	40
One but less than three years	80
Three but less than five years	100
Five but less than 10 years	120
Ten but less than fifteen years	140
Fifteen but less than twenty years	160
Twenty or more years	200

(192) An eligible employee shall be entitled to a percentage of vacation entitlement shown in Paragraph (191) based on the number of pay periods the employee works in the eligibility year, in accordance with the following:

Pay Periods Worked	Percentage of Hours of Vacation Entitlement
26	100%
25	96
24	92
23	88
22	84
21	80
20	76
19	73
18	69
17	65
16	61
15	57
14	53
13	50

(193) An eligible employee who, at the time of the eligibility date, has not used the entire vacation entitlement provided for in Paragraph (191) shall receive a payment in lieu of vacation time off for the unused portion at the rate established in accordance with Paragraph (193a).

(193a) Vacation time off payments will be calculated on the basis of the employee's regular rate of pay, plus attached night shift premium, not including overtime, as of the employee's last day worked prior to the approved vacation time off period for vacation with pay. Payment of the unused portion, if any, of Vacation Entitlement will be calculated on the basis of the employee's rate of pay plus the attached night shift premium but not including overtime premium, as of the last day worked prior to the eligibility date or the last day worked prior to December 15, whichever produces the higher rate.

(193b) Payment of the unused portion, if any, of the employee's vacation entitlement, shall be made as soon as possible but not later than February 1 of the following year.

(194) Eligible employees may use 40 hours of their vacation entitlement during the eligibility year provided their absence from work is for not less than four (4) continuous hours and is excused for illness (when not receiving Sickness and Accident benefits), or personal business, or a leave of absence for vacation purposes.

(195) Employees who retire or are retired under the provisions of the Delphi Corporation Hourly Rate Employees Pension Plan shall receive prorated vacation entitlement up to the vacation entitlement to which the employee's seniority would have entitled them on December 31 of the current year as follows:

- in accordance with Paragraph (192) provided the employee has worked at least 13 pay periods in the eligibility year in which they retire or
- one twenty-sixth (1/26) of the vacation entitlement provided for in Paragraph (191) for each pay period worked within the eligibility year if they have worked less than 13 pay periods in the eligibility year in which they retire.

(196) Employees who are placed on or return from a Leave of Absence for Military Service pursuant to the provisions of Paragraph (112), shall receive vacation entitlement in accordance with Paragraph (192) if the employee has worked at least 13 pay periods in the eligibility year in which they are placed on or return from a Leave of Absence for Military Service, or one twenty-sixth (1/26) of the vacation entitlement provided for in Paragraph (191) for each pay period worked within the eligibility year if they have worked less than 13 pay periods in the eligibility year in which they are placed on or return from a Leave of Absence for Military Service.

(197) Employees disabled from working by compensable injury or legal occupational disease shall receive credit toward pay periods worked under this Vacation Entitlement Section for pay periods they would otherwise have been scheduled to work during the period of compensable disability, provided they worked during at least one (1) pay period in the eligibility year and are otherwise eligible for a vacation entitlement.

(198) In the case of an employee who has worked during at least 13 pay periods in the eligibility year and who voluntarily quits or dies prior to the eligibility date, the vacation entitlement to which the employee would have been entitled based on the number of pay periods worked, shall be paid to the employee or in the event of death, the employee's duly appointed legal representative, if there is one, and, if not, to the spouse, parents, children, or other relative or dependents of such person as the Corporation in its discretion may determine.

(199) The vacation entitlement of an employee who holds seniority in two or more Delphi Corporation plants will be computed on the basis of the longest seniority held as of the eligibility date.

(200) In the case of an employee who goes on sick leave during one eligibility year after having worked less than 13 pay periods in that year and who retires during the next eligibility year under the provisions of the Delphi Corporation Hourly-Rate Employees Pension Plan before returning to work, the retirement, for the purpose of this Vacation Entitlement Section only, shall be deemed to have occurred as of the day following the employee's last day worked.

(201) When a person is transferred into a bargaining unit covered by this Agreement the amount of vacation entitlement the employee may become eligible for shall be reduced by the amount of any paid vacation or pay in lieu of taking vacation which the employee has already received from the Corporation for the same eligibility year.

VACATION TIME OFF PROCEDURE

(202) Management recognizes the desirability of providing vacation time off with pay, up to the vacation entitlement to which the employee's seniority will entitle them on December 31 of the current year, in a manner that preserves the maintenance of efficient operations while giving consideration to the desires of the employee.

(202a) During each year of this Agreement, the Corporation has designated the following days to be included in an Independence Week Shutdown period:

2004	
Tuesday, July 6	- Independence Week Shutdown Day
Wednesday, July 7	- Independence Week Shutdown Day
Thursday, July 8	- Independence Week Shutdown Day
Friday, July 9	- Independence Week Shutdown Day

2005

Tuesday, July 5	- Independence Week Shutdown Day
Wednesday, July 6	- Independence Week Shutdown Day
Thursday, July 7	- Independence Week Shutdown Day
Friday, July 8	- Independence Week Shutdown Day

2006

Monday, July 3	- Independence Week Shutdown Day
Wednesday, July 5	- Independence Week Shutdown Day
Thursday, July 6	- Independence Week Shutdown Day
Friday, July 7	- Independence Week Shutdown Day

2007

Monday, July 2	- Independence Week Shutdown Day
Tuesday, July 3	- Independence Week Shutdown Day
Thursday, July 5	- Independence Week Shutdown Day
Friday, July 6	- Independence Week Shutdown Week

Vacation Time Off Procedure

(202b) During February of each year, the local Management will notify the Shop Committee of its decision to schedule the week before or the week after the Independence Week Shutdown period as a Plant Vacation Shutdown Week.

(202c) In addition, during February of each year, the local Management will notify the Shop Committee which productive operations, if any, will be scheduled to operate during the Independence Week Shutdown Period and which productive operations, if any, will be scheduled to operate during the Plant Vacation Shutdown Week. Unforeseen circumstances may require subsequent changes in these announced schedules and will be reviewed with the Shop Committee as soon as is practicable.

(202d) Employees who are not scheduled to work during any portion of the Independence Week Shutdown Period shall be paid up to eight (8) hours of pay for each of the Independence Week Shutdown Period days they are not scheduled to work, up to a maximum of thirty-two (32) hours, which will be calculated on the basis of the employee's regular rate of pay, plus attached night shift premium, not including overtime, as of the employee's last day worked prior to the Independence Week Shutdown period provided:

(1) The employee has seniority in any Delphi Corporation plant as of the date of each of the Independence Week Shutdown Days,

(2) The employee is on the active rolls and would otherwise have been scheduled to work if it had not been observed as an Independence Week Shutdown Day,

(3) The employee works their last scheduled work day in the pay period prior to and their next scheduled work day in the pay period after the pay periods of Independence Week Shutdown and Plant Vacation Shutdown Week.

Employees shall receive such pay in the pay period following the Independence Week Shutdown Period

(202e) Failure to work either their last scheduled work day in the pay period prior to or their next scheduled work day in the pay period after the pay periods of the Independence Shutdown and Plant Vacation Shutdown Week will disqualify the employee for Independence Week Shutdown pay for the two (2) Independence Week Shutdown days which follow or precede such scheduled work day.

(202f) Employees who are scheduled to work during the Independence Week Shutdown Period, including the Independence Day holiday shall be entitled to up to eight (8) hours of Additional Time Off with pay up to a maximum of forty (40) hours in lieu of the Independence Week Shutdown Period pay for each day worked provided:

(1) The employee has seniority in any Delphi Corporation plant as of each day of the Independence Week Shutdown Period,

(2) The employee is scheduled to report for work during any of the days, and

(3) The employee reports for and performs such scheduled work on those scheduled days or is absent pursuant to the provisions of Paragraphs (218) or (218b).

The Additional Time Off will be scheduled in accordance with local plant practice.

(202g) Eligible employees who, as of the next eligibility date, have not used their entire Additional Time Off, shall be paid the unused portion in accordance with Paragraphs (193a) and (193b).

(202h) Management at each plant will establish a procedure whereby employees, during February, may make application in writing for vacation time off, indicating first, second and third choices. If a Plant

Vacation Shutdown is scheduled, the dates of such shutdown are to be included in the employee's vacation schedule. In the event more employees apply for time off than can be spared from the job at a given time, plant seniority will be the basis for resolving priority of applications for time off, except that applicants working on jobs which usually operate when the plant is shut down during such periods as model change, plant rearrangement, plant vacation shutdown or inventory will be given first consideration for time off during periods other than shutdown period.

(202i) Each employee will be given a written disposition of their vacation time off request. Approved vacation time off, exclusive of the time identified as a Plant Vacation Shutdown, will not thereafter be canceled or changed without the mutual consent of Management and the employee. If an employee's approved vacation time off scheduled for a Plant Vacation Shutdown is canceled or changed, the employee may reschedule their vacation in accordance with local plant practice.

(202j) An active seniority employee who is not scheduled to work during the Plant Vacation Shutdown week, shall use any available Vacation Entitlement hours starting with the first day of the Plant Vacation Shutdown week and will be placed on a leave of absence for vacation purposes for the balance of the Plant Vacation Shutdown week. An active employee without seniority who is not scheduled to work shall be considered on layoff for the entire shutdown period.

(202k) An eligible employee who has approved vacation time off in accordance with Paragraph (202h), either through individual vacation scheduling or a scheduled plant vacation shutdown, shall receive their vacation pay, up to the amount of their approved time off, in the pay period following the pay period in which the approved vacation time off is taken. An employee

may elect to waive this provision by submitting an application at least two (2) days prior to the approved vacation time off. Upon receipt of the application, payment of the specified Vacation Entitlement will be made pursuant to the provisions for payment of an unused balance in Paragraphs (193a) and (193b).

(202l) Regardless of the provisions of Paragraph (49), the Corporation will deduct from earnings subsequently due and payable the amount of any vacation payment made to an employee who does not have seniority as of their next eligibility date, or who receives state or federal benefits as a result of unemployment during the Vacation Entitlement Period, or who receives any payment in excess of their eligibility. Recovery of such overpayments may be made from any future payments payable under any term of this agreement or any Supplemental Agreement thereto.

(202m) (1) An employee who has at least two (2) years' seniority as of their last vacation eligibility date may apply for forty (40) hours of advance vacation pay. Such payment will be calculated in accordance with Paragraph (202m)(2) and will be paid in the pay period immediately preceding the approved vacation period provided:

(a) The employee has an approved vacation time off application pursuant to Paragraph (202h);

(b) The employee is eligible for vacation entitlement pursuant to Paragraph (191) that is at least equal to the amount of vacation requested;

(c) The advance payment cannot be requested for consecutive vacation weeks, and can only be requested for an entire pay period;

(d) The employee makes application for the advance vacation payment, in writing, at least two (2) weeks prior to payment of the advancement; and

(e) The employee takes the vacation time off. Once the advance vacation is approved, the employee will not be permitted to cancel the vacation time off.

(2) Advance vacation pay paid pursuant to Paragraph (202m)(1) will be calculated on the basis of the employee's regular rate of pay, plus attached night shift premium, not including overtime, at the time the application for advance vacation pay is processed.

(3) Recovery of this advance payment made to an employee who does not meet the requirements of Paragraph (202m)(1)(e) will be made from their next regular paycheck(s).

HOLIDAY PAY

(203) Employees shall be paid for specified holidays and the holidays in each of the Christmas holiday periods as provided hereinafter:

1st Year

November 14, 2003 Veterans' Day (Observed)
November 27, 2003 Thanksgiving
November 28, 2003 Day after Thanksgiving
December 24, 2003)
December 25, 2003)
December 26, 2003)
December 29, 2003) Christmas Holiday Period
December 30, 2003)
December 31, 2003)
January 1, 2004)
January 2, 2004)
January 19, 2004 Martin Luther King, Jr. Day
April 9, 2004 Good Friday
April 12, 2004 Day after Easter
May 28, 2004 Friday before Memorial Day

May 31, 2004 Memorial Day
(or two other such holidays of greater local importance which must be designated in advance by mutual agreement locally in writing),
July 5, 2004 Independence Day (Observed)
September 6, 2004 Labor Day

2nd Year

November 2, 2004 Federal Election Day
November 15, 2004 Veterans' Day (Observed)
November 25, 2004 Thanksgiving
November 26, 2004 Day after Thanksgiving
December 24, 2004)
December 27, 2004)
December 28, 2004) Christmas Holiday Period
December 29, 2004)
December 30, 2004)
December 31, 2004)
January 17, 2005 Martin Luther King, Jr. Day
March 25, 2005 Good Friday
March 28, 2005 Day after Easter
May 27, 2005 Friday before Memorial Day
May 30, 2005 Memorial Day
(or two other such holidays of greater local importance which must be designated in advance by mutual agreement locally in writing),
July 4, 2005 Independence Day
September 5, 2005 Labor Day

3rd Year

November 8, 2005 Local Election Day
November 14, 2005 Veterans' Day (Observed)
November 24, 2005 Thanksgiving
November 25, 2005 Day after Thanksgiving
December 26, 2005)
December 27, 2005)
December 28, 2005) Christmas Holiday Period
December 29, 2005)

December 30, 2005)
January 2, 2006)
January 16, 2006 Martin Luther King, Jr. Day
April 14, 2006 Good Friday
April 17, 2006 Day after Easter
May 29, 2006 Memorial Day
(or one other such holiday of greater local importance which must be designated in advance by mutual agreement locally in writing),
July 4, 2006 Independence Day
September 4, 2006 Labor Day

4th Year

November 7, 2006 Federal Election Day
November 13, 2006 Veterans' Day (Observed)
November 23, 2006 Thanksgiving
November 24, 2006 Day after Thanksgiving
December 25, 2006)
December 26, 2006)
December 27, 2006) Christmas Holiday Period
December 28, 2006)
December 29, 2006)
January 1, 2007)
January 15, 2007 Martin Luther King, Jr. Day
April 6, 2007 Good Friday
April 9, 2007 Day after Easter
May 28, 2007 Memorial Day
(or one other such holiday of greater local importance which must be designated in advance by mutual agreement locally in writing),
July 4, 2007 Independence Day
September 3, 2007 Labor Day

providing they meet all of the following eligibility rules unless otherwise provided herein:

[See Par. (86),(187),(205a)]
[See Doc. 50,94]

(1) The employee has seniority as of the date of each specified holiday and as of each of the holidays in each of the Christmas holiday periods, and

(2) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and

(3) The employee must have worked the last scheduled work day prior to and the next scheduled work day after each specified holiday within the employee's scheduled work week. For each Christmas holiday period, the employee must have worked the last scheduled work day prior to each holiday period and the next scheduled work day after each holiday period.

Each of the designated days in the Christmas holiday period shall be a holiday for purposes of this Holiday Pay Section.

(See Doc. 80)

(203a) Failure to work either the last scheduled work day prior to or the next scheduled work day after each Christmas holiday period will disqualify the employee for pay for the one holiday in the Christmas holiday period which follows or precedes such scheduled work day.

(203b) An employee who retires as of January 1, and who is otherwise eligible for holiday pay for those holidays falling in the Christmas holiday period up to and including December 31, will receive holiday pay for such holidays.

(203c) In order for employees to have maximum time off during the Christmas Holiday Period, employees will only be scheduled for work on the following days, which are not paid holidays under this Agreement, on a voluntary basis, except in emergency situations:

Saturday, December 27, 2003
Sunday, December 28, 2003
Saturday, January 3, 2004
Sunday, January 4, 2004
Saturday, December 25, 2004
Sunday, December 26, 2003
Saturday, January 1, 2005
Sunday, January 2, 2005
Saturday, December 24, 2005
Sunday, December 25, 2005
Saturday, December 31, 2005
Sunday, December January 1, 2006
Saturday, December 23, 2006
Sunday, December 24, 2006
Saturday, December 30, 2006
Sunday, December 31, 2006

Employees shall not be disqualified for holiday pay if they do not accept work on such days. This does not apply to employees on necessary continuous seven-day operations.

(204) When a holiday falls on Saturday, eligible employees shall receive holiday pay provided they have worked the last preceding scheduled work day within the week in which that holiday falls.

(205) Employees eligible under these provisions shall receive eight hours pay for each of the holidays specified in Paragraph (203), computed at their regular straight time hourly rate exclusive of overtime premium.

[See Par. (87)(6),(89),(101)(i),(205a)]

(205a) For holidays specified in Paragraph (203), eligible employees shall have the night shift premium rate which attached to the straight time hours on their last straight time day worked preceding the holiday

included in the computation of holiday pay paid pursuant to Paragraph (205).

[See Par. (87)(6),(89)]

(206) Employees whose work is in necessary continuous seven-day operations as covered by Paragraph (87) of the National Agreement shall receive holiday pay only in the event the holiday falls on one of their regularly scheduled days off, and they meet the other eligibility requirements of this Holiday Pay Section; provided, however, that such employees shall not receive holiday pay if they are scheduled to work on such day off and absent themselves from scheduled work on such holiday without reasonable cause acceptable to Management.

[See Par. (87)(3)]
[See Par. (87)(6)]

(207) Employees of a Delphi Corporation plant who obtain employment in another Delphi Corporation plant will be eligible for holiday pay during their probationary period provided they have seniority in the home plant as of the date of the holiday and they are otherwise eligible under the terms of these provisions on Holiday Pay.

(208) Seniority employees who have been laid off in a reduction of force (except as provided below), or who have gone on sick leave, on leave of absence for military service, or on a Leave for Family and Medical Reasons, during the work week prior to or during the week in which the holiday falls, shall receive pay for such holiday.

Seniority employees who work in the fourth work week prior to the week in which the Christmas Holiday Period begins, and who are laid off in a reduction in force during that week, or seniority employees who are laid off in a reduction in force during the first, second or

third work week prior to or during the work week in which the Christmas Holiday Period begins, shall, if otherwise eligible, receive pay for each of the holidays in the Christmas Holiday Period providing such employees worked the last scheduled work day prior to such layoff.

Seniority employees who work in the fifth, sixth, or seventh work week prior to the week in which the Christmas Holiday Period begins, and who are laid off in a reduction in force during that week, shall, if otherwise eligible, receive pay for one-half of the holidays falling during such Christmas Holiday Period providing such employees worked the last scheduled work day prior to such layoff.

[See Par. (209)]

(209) Employees who have been laid off because of model change, plant rearrangement, or inventory shall be eligible for holiday pay under these Holiday Pay provisions, for a specified holiday falling within the period of such layoff providing they meet all the following eligibility rules:

[See Par. (208)]

(1) They have seniority as of the day of the holiday.

(2) They are ineligible for holiday pay for the holiday under the other provisions of this Holiday Pay Section.

(3) They return to work during the work week in which the holiday falls or during the work week immediately following the work week in which the holiday falls.

(4) They work the first day they are scheduled to work following the holiday.

(210) When a holiday, specified above, falls within an eligible employee's approved vacation period or during a period in which jury duty pay is received pursuant to Paragraph (218) of this Agreement, and such vacation or jury duty causes the employee to be absent from work during the regularly scheduled work week, the employee shall be paid for such holiday.

(211) When eligible employees are on an approved leave of absence and return to work following the holiday but during the week in which the holiday falls, they shall be eligible for pay for that holiday. Eligible employees whose leave of absence terminates during the Christmas Holiday Period, and who report for work on the next scheduled work day after the Christmas Holiday Period, will be eligible for holiday pay beginning with the first holiday such employees would otherwise have worked and each holiday thereafter in the Christmas Holiday Period.

(212) Employees not working in necessary continuous seven-day operations who may be requested to work on a holiday and have accepted such holiday work assignment and then fail to report for and perform such work, without reasonable cause, shall not receive holiday pay under this Holiday Pay Section.

{See Par. (203)}

(213) When any of the above-enumerated holidays falls on Sunday and the day following is observed as the holiday by the State or Federal Government, the day of observance shall be considered as the holiday under the provisions of this Holiday Pay Section.

{See Par. (86)}

(213a) It is the purpose of the Holiday Pay Provisions in Paragraphs (203) through (213) of this Agreement to enable eligible employees to enjoy the specified holidays with full straight time pay. If, with

respect to a week included in the Christmas Holiday Period, employees supplement their Holiday Pay by claiming and receiving an unemployment compensation benefit, or claim and receive waiting period credit, to which they would not have been entitled if their Holiday Pay had been treated as remuneration for the week, such employees shall be obligated to pay to the Corporation the lesser of the following amounts:

(a) an amount equal to their Holiday Pay for the week in question, or,

(b) an amount equal to either the unemployment compensation paid to them for such week or the unemployment compensation which would have been paid to them for such week if it had not been a waiting period.

The Corporation will deduct from earnings subsequently due and payable the amount which such employees are obligated to pay as provided above.

GENERAL PROVISIONS

(214) After consultation with the Shop Committee, the Corporation shall make reasonable rules in each plant regarding smoking. Any protest against the reasonableness of the rules may be treated as a grievance.

(215) Supervisory employees shall not be permitted to perform work on any hourly-rated job except in the following types of situations: (1) in emergencies arising out of unforeseen circumstances which call for immediate action to avoid interruption of operations; (2) in the instruction or training of employees, including demonstrating the proper method to accomplish the task assigned. Complaints of repeated violations of this paragraph will be handled under the provisions of

Paragraph (5a) of the National Agreement. For the purposes of this Special Procedure only, prior to being referred from the plant, the problem will be discussed between the Chairperson of the Shop Committee, the President of the Local Union, the Regional Servicing Representative, the Plant Manager and the Plant Personnel Director.

(216) A report of physical examination and any laboratory tests made by physicians acting for the Corporation will be given to the personal physician of the individual employee involved upon the written request of the employee.

[See Par. (43b)]

(217) Employees working on their regular shifts on pay day will be paid on the job in a manner that will not result in loss of time by the employee or loss of production. Employees who are not working on their regular shifts on pay day will be paid in accordance with the practice that is or may be established to meet local conditions.

(218) Employees with seniority in any Delphi Corporation plant who are summoned and report for jury duty (including coroner's juries), as prescribed by applicable law, or who report for pre-jury duty examination required by the court or administrative governmental agency, shall be paid by the Corporation the wages (including night shift premium) they otherwise would have earned by working during straight-time hours for the Corporation for the day on which they report for pre-jury duty examination, and for each day on which they report for or perform jury duty and on which they otherwise would have been scheduled to work for the Corporation.

Employees with an established shift starting time on or after 7:00 p.m. and on or before 4:45 a.m. will be

excused from work on either their shift immediately preceding the jury service, or their shift immediately following the completion of the jury service, at the option of the employee. Such employee must notify their immediate supervisor of their election prior to being absent from work.

In order to receive payment, employees must give local Management prior notice that they have been directed to report for pre-jury duty examination or have been summoned for jury duty and must furnish satisfactory evidence that they reported for such examination or reported for or performed jury duty on the days for which they claim such payment. The provisions of this Paragraph (218) are not applicable to employees who, without being summoned, volunteer for jury duty.

[See Par. (87)(6),(101)(8),(137)(c)(1)]
[See Par. (187),(210)]
[See App. B, C]

(218a) Employees with seniority in any Delphi Corporation plant who are called to and perform short-term active duty of thirty (30) days or less, including annual active duty for training, as a member of the United States Armed Forces Reserve or National Guard, shall be paid as provided below for days spent performing such duty provided they would not otherwise be on layoff or leave of absence.

A payment will be made for each day, except for a day for which they receive holiday pay, which they would otherwise have worked equal to the amount by which their straight time rate of pay as of their last day worked plus applicable night shift premium (but not including overtime) for not more than eight (8) hours, exceeds their military earnings for that day including all allowances except for rations, subsistence and travel. Except for short term active duty of thirty (30) days or less performed by employees called to active service in the National Guard by state or federal authorities in case of public emergency

(e.g., disaster relief), payment is limited to a maximum of fifteen (15) working days in a calendar year.

In order to receive payment under this Paragraph (218a), employees must give local Management prior notice of such military duty and, upon their return to work, furnish Management with a statement of the military pay received for performing such duty.

[See Par. (87)(6),(101)(i),(112a)]
[See Par. (137)(c)(1),(187)]
[See App. C]

(218b) When death occurs in an employee's immediate family as defined below, and the employee has seniority in any Delphi Corporation plant, the employee, on request, will be excused for any of the first three (3) normally scheduled working days or the first five (5) normally scheduled working days in the case of the death of an employee's current spouse, parent, child, or stepchild (excluding Saturdays, Sundays and holidays) immediately following the date of death. The five-(5) day limit will also apply in cases of multiple deaths of members of the employee's immediate family resulting from a single incident. The immediate family for purposes of this Paragraph (218b) is defined as including the employee's:

Spouse
Parent
Step-Parent
Grandparent
Great Grandparent
Child
Step-Child
Grandchild
Brother
Step-Brother
Half-Brother
Sister
Step-Sister
Half-Sister
Current Spouse's Parent

Current Spouse's Step-Parent
Current Spouse's Grandparent
Current Spouse's Great Grandparent

In the case of an employee who is granted a leave of absence due to the illness of an immediate family member, as above defined, and such family member dies within the first seven (7) calendar days of the leave, the requirement that the employee otherwise be scheduled to work will be waived.

Employees excused from work under this Paragraph (218b) shall, after making written application, receive the amount of wages they would have earned by working during straight time hours on such scheduled days of work for which they are excused (excluding Saturdays, Sundays and holidays, or, in the case of employees working in necessary continuous seven-day operations, the sixth and seventh work days of the employee's scheduled working week and holidays).

[See Par. (87)(6),(101)(i),(137)(c)(1)]
[See App. B, C]
[See Doc. 93]

(219) With respect to any matter that is to be negotiated locally the Corporation will fully inform the Union and the Union will fully inform the Corporation, as to the limits, if any, set by higher authority upon the scope of the local negotiations.

[See Par. (220)]

(220) No provisions of any local agreements between local Plant Managements and Shop Committees therein shall supersede or conflict with any provisions of this Agreement.

[See Par. (59),(75),(100),(219)]
[See App. J]
[See CSA #11]

(221) No local agreement containing a termination clause shall be terminated except in accordance with such termination clause and then only if notice of termination is countersigned by the Director of the GM

Department of the International Union or the Executive Director of Industrial Relations of the Corporation as the case may be.

[See CSA #9]

(222) No provision of this Agreement shall be retroactive prior to the date hereof unless otherwise specifically stated herein.

(223) This Agreement shall continue in full force and effect without change until 11:59 P.M. (Detroit Time), September 14, 2007. If either party desires to terminate this Agreement, it shall 60 days prior to September 14, 2007, give written notice of the termination. If neither party shall give notice to terminate this Agreement as provided above, or to modify this Agreement as hereinafter provided, the Agreement shall continue in effect from year to year after September 14, 2007, subject to termination by either party on sixty (60) days' written notice prior to September 14th of any subsequent year.

If either party desires to modify or change this Agreement it shall, sixty (60) days prior to September 14, 2007, or any subsequent September 14th date, give written notice to such effect. Within ten days after receipt of said notice, a conference will be arranged to negotiate the proposals in which case this Agreement shall continue in full force and effect until terminated as provided hereinafter.

If notice of intention to modify or change has been given in accordance with the above provisions, this Agreement may be terminated by either party on thirty (30) days' written notice of termination given on or after the next August 15th following said notice of intention to modify or change.

PENSION PLAN, LIFE AND DISABILITY BENEFITS PROGRAM, HEALTH CARE PROGRAM, SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN, GUARANTEED INCOME STREAM BENEFIT PROGRAM, PROFIT SHARING PLAN, PERSONAL SAVINGS PLAN, AND GROUP LEGAL SERVICES PLAN

(224) The parties have provided for a Pension Plan, a Life and Disability Benefits Program, a Health Care Program, a Supplemental Unemployment Benefit Plan, a Guaranteed Income Stream Benefit Program, a Profit Sharing Plan, a Personal Savings Plan, and a Legal Services Plan by Supplemental Agreements signed by the parties simultaneously with the execution of this Agreement, which Supplemental Agreements are attached hereto as Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", Exhibit "E" and Exhibit "F", Exhibit "G" and Exhibit "I" respectively and made parts of this Agreement as if set out in full herein, subject to all provisions of this Agreement. No matter respecting the provisions of the Pension Plan or the Life and Disability Benefits Program or the Health Care Program or the Supplemental Unemployment Benefit Plan or the Guaranteed Income Stream Benefit Program or the Profit Sharing Plan or the Personal Savings Plan or the Legal Services Plan shall be subject to the grievance procedure established in this Agreement, except as expressly provided in Paragraph (46) of this Agreement.

[See Doc. 84]

WAIVER

(225) The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining,

and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Corporation and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

(226) Partial Invalidity of Agreement - Should the parties hereafter agree that applicable law renders invalid or unenforceable any of the provisions of this Agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, the parties may agree upon a replacement for the affected provision(s). Such replacement provision(s) shall become effective immediately upon agreement of the parties, without the need for further ratification by the Union membership, and shall remain in effect for the duration of this Agreement.

(227) Separability - In the event that any of the provisions of this Agreement or of any local agreement, including all agreements, memoranda of understanding, or letters supplemental, amendatory, or related thereto, shall be or become legally invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions thereof.

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

INTERNATIONAL UNION, UAW	DELPHI CORPORATION
Ron Gettelfinger	J. T. Battenberg III
Richard Shoemaker	Alan Dawes
Jim Beardsley	Mark Weber
Henderson Slaughter	Dave Wohleen
Joe Spring	Don Runkle
Bill Stevenson	Rodney O'Neal
Dave Curson	Kevin M. Butler
Jim Shroat	Ralph E. Handley
Ron Bieber	Atul Pasricha
Scott Campbell	Steven L. Gebbia
Antonio Ortiz	Darrell R. Kidd
Tom Walsh	Nick Hotchkin
Tom Weekley	Mark Cashdollar
Willie Williams	Robert Gerling
Leon Skudlarek	Ed Goettl
Esther Campbell	Don Hooper
Harold Cox	Mark Lewis
Greg Fedak	Charles McWee
Mark Kelly	Bernard J. Quick
Faye McAfee	Judy Matzelle
Rick McKiddy	M. Beth Sax
Paul Mitchell	Frank Kuplicki
Harold Shelton	Scott Harris
David Shoemaker	David Bodkin
Lawrence Smith	Michael S. Fligstein
Maurice Staten	Thomas Smith
Cindy Suemnick	Dave Cairoli
Larry Szumal	Dr. Salvatore Galante
Ron Brogan	Karl Bossung
Bob Bueno	Thomas B. Arnold
Midge Collette	Brenda D. Page
Mark Hawkins	Larry B. Peoples
Jim Jenkins	Dave Pettyes
Lee Jones	Mark A. Winfield
Mike Jones	Rich Balgenorth
Larry Kuk	John L. Demarco
Rick O'Donnell	Pat McDonald
Darrell Shepard	Evelyn Jester
Clyde Sims	Lesley Marcott
Ray Allen	James Petrie
Paul Allmand	Mark Pierce
Gordon Andrews	Deborah Douglas
Nate Beardsley	Deborah France
Charlie Best	Dale Johnson

INTERNATIONAL UNION, UAW

Jim Blaine
Ron Blythe
Joan Bryant
Rebecca Cabreros
Patti Campbell
Debbie Chamberlain
Jerry Chotkowski
James Ciotti
Jerry Clifton
Jim Clipton
Tim Cobb
Charlie Coy
Bryan Czape
Shelley Czeizler
Steve Czerneski
George Dakuras
Dick Diffin
Terri Dolan
Don Douglas
Dave Dremer
Scott Farraday
John Fedewa
Tom Ford
Bill Freeman
Ron Graham
Moses Green
Mike Grimes
Charlie Gross
Leslie Haliburton
Frank Hammer
Bill Hayes
Ken Holder
Diana Hrovatin
Mohammed Isa
Dave Kagels
Jim King
Tom Kinman
Pete Korolenko
Dave Koscinski
Dan Lack
James Lake
Diane Lawton
Randy Lentz
Reg McGhee

DELPHI CORPORATION

Nancy Julius
Brian C. Studer
Sharon L. Smith
Michelle Trimble
Renee Atkinson
Beth Brown
Paul Caigoy
Stephanie Dameron-Clark
Deanna Dorogy
Christine Darby
Gary Elliott
Laura Hardy
Joanna Kaplan
Chris Krumins
Lesia Mahon
Dennis Rippel
Greg Schmiedeknecht
Melinda J. Wiley
Cristina M. Zatek
Luce Rubio
Arthur Huber

INTERNATIONAL UNION, UAW

STEVE MCLIMANS
GREG NELSON
DON NEWTON
KRIS OWEN
ED PARKER
LINDA PATTON
RITA PERSINGER
STEVE RAICH
FRED RASPBERRY
BONNI REFFITT
LORENZO RIVERA
JOHN RUPP
RUSS RUSSAW
BILL SAVAGE
JIM SAYLOR
RENE SCHUTTE
BILL SCRASE
DARRELL SMITH
JAMES STEVENS
STAN STOKER
TOM STRUCKMAN
CRICKETT SWEET
LIBBY TOMASKO
EDDIE TRENT
KENNY VANHORN
DWAYNE WALDROP
RON WALKER
JOANNA WHITAKER
MICHAEL WILSON
AL YELLE

APPENDIX A

MEMORANDUM OF UNDERSTANDING EMPLOYEE PLACEMENT

It is recognized that the hiring of new employees in one location while there is a surplus of seniority employees in other locations is not in the best interest of the parties. Therefore, the parties will provide eligible seniority laid-off, Protected and active seniority employees an opportunity to relocate to UAW-Delphi facilities outside of their area, with particular emphasis on placing employees from closed or idled facilities. For the purposes of this Memorandum, seniority refers to longest unbroken Delphi seniority.

When employed, such employees will acquire seniority in the plant where hired in accordance with Paragraphs (56) and (57) of the National Agreement.

In the event of a permanent opening at a Delphi facility, the following placement procedure is to be utilized:

1. Plant Recall
2. Plant Rehire
3. Area Hire
   a. Combined list of seniority employees on indefinite layoff, Protected employees, active employees from plants that have excess employees and seniority return to former community applicants.
   b. Volunteers will be placed in seniority order.
   c. In the event of insufficient volunteers, the employee with the least seniority on the Area Hire List (except active and Protected status employees) will be offered the job.

4. Extended Area Hire - Closed Plants

   – Volunteers will be placed in seniority order.

5. Extended Area Hire - Closed Plant Return to Former Community

   – Volunteers will be placed in seniority order.

6. Other Extended Area Hire (includes GIS eligible)

   a. Includes volunteers from plants with excess employees, from plants where replacement is available, or from plants where there is no need to replace.

   b. Volunteers will be placed in seniority order.

7. Area Hire Protected Status Non-Volunteers

   a. Protected status employees will be placed unless either party identifies a compelling reason not to do so.

   b. Non-volunteers will be placed in inverse seniority order.

8. Area Hire Active Employees from Plants without Replacement

   – Volunteers will be placed in seniority order.

9. Extended Area Hire Active Employees from Plants without Replacement

   – Volunteers will be placed in seniority order.

In administering the Placement Procedure, items (1) through (9) above will be applied sequentially.

Active employees who volunteer and are placed in accordance with this Placement Procedure must terminate seniority at their current location.

It is understood that the National Parties may mutually agree from time to time to other special provisions, including offering jobs to active or Protected employees. (For Delphi flowback see Contract Settlement Agreement - Paragraph 25.)

It is further understood that the National Parties may also mutually agree to deviate from the above order of selection in a particular situation.

In addition, the Union assured the Corporation of its willingness to implement Document No. 118.

Any complaints regarding the application of these provisions in any plant may be taken up with Local Management of that plant by the local Shop Committee and if not resolved may be referred to the Delphi Labor Relations Staff and the International Union for resolution; however, the above provisions shall not be the basis for any claims for back wages or any form of retroactive adjustments.

It is understood that if an employee whose problem is referred to Delphi Labor Relations and the International Union is adjudged by the National Parties to be entitled to an adjustment, the employee will be offered an available opening as soon as possible, but in any event within two weeks of such decision. If no such opening develops, he or she will be offered the opportunity to displace a lesser seniority employee, seniority permitting, at the plant where the problem occurred.

I. AREA HIRE PLACEMENT (Formerly Appendix A and Document No. 21)

A. An Area Hire Area is comprised of all plants within a 50 mile radius of a given plant or larger as may be agreed upon by the National Parties.

B. Employees on the Area Hire List include:

seniority employees on indefinite layoff, Protected status, active employees from plants that have excess employees, and seniority return to the former community applicants.

C. Such employees will be given the opportunity to designate from among those plants within their Area Hire Area which plants, if any, they volunteer to accept an offer of employment, should future job openings occur. An employee will be allowed to change the plants so designated any time prior to a bona fide job offer.

D. In the event that higher seniority employees are placed on layoff, employees with the least seniority who would have otherwise been laid off will be placed on the Area Hire List. Such employees placed on the Area Hire List will be advised of this fact and be given the opportunity to designate plants within the Area Hire Area.

E. Volunteers will be offered the available jobs in seniority order.

F. Laid off employees who refuse any job offer within the Area Hire Area will be placed on a formal leave of absence without Corporate-paid benefits with recall only to a job in the regular active workforce.

Protected status employees who refuse any job offer within the Area Hire Area will be placed on lay off.

G. Active employees will be made a maximum of three (3) Area Hire job offers in each year of this Agreement. Such employees may later

be eligible to refile an Area Hire application in the event that their status changes at their current plant.

H. When selecting employees the longest unbroken Delphi seniority date will be used for non-skilled job offers. For skilled trades job offers, the longest unbroken seniority date in the skilled trades classification will be used. In the event that two or more employees have the same longest unbroken seniority date, the employee's entire social security number in ascending order will be used as the tie breaker.

I. Skilled trades journeymen/women laid off from a plant and working in a non-skilled trades classification will have their name placed on the area hire list and will remain eligible for area hire in the same or a related skilled trades classification.

J. It is further understood that each plant would review local procedures for implementing the provisions of Area Hire and Extended Area Hire Placement and that during these reviews particular attention would be directed toward insuring that information regarding applying for Area Hire and Extended Area Hire Placement is made available to all seniority employees. Employees will receive confirmation of their application(s).

II. EXTENDED AREA HIRE PLACEMENT

(Formerly Document No. 28)

A. Seniority laid off, Protected and active employees will be given the opportunity to indicate their interest in working at another Delphi location outside their Area Hire Area.

B. Employees continue to be eligible for Extended Area Hire placement as long as they retain unbroken Delphi seniority.

C. The offer of an available job will be made in seniority order from volunteers on the Extended Area Hire List.

D. If an opening occurs for which an active employee is eligible, the active employee will be given the opportunity to fill the opening only if there is a seniority employee within the Area Hire Area to replace the active employee, if required.

E. Employees who have filed an Extended Area Hire Application will receive up to three (3) offers for placement in each year of the Agreement to one of the plants they have selected. If employees do not take advantage of any of these offers, their Extended Area Hire Application will be canceled at the end of each year. Such employees may later be eligible to refile an Extended Area Hire Application only in the event their status changes at their present location.

F. Employees will be eligible for relocation as described in the Relocation Section (Section VI) of this Memorandum of Understanding Employee Placement and in Paragraph (96a) of the National Agreement.

G. Employees who are placed in accordance with the Extended Area Hire Placement provisions of the National Agreement and who accept the Basic Relocation Option specified in Paragraph (96a) of the National Agreement may not be subject to recall or rehire or Extended Area Hire placement at

any Delphi plants, for a period of six (6) months or until permanently laid off under conditions which establish there is no reasonable likelihood of recall, whichever occurs first. It is understood that the six month period may be modified or extended by mutual agreement between the Corporation and the International Union, UAW.

At the end of such period, employees who would otherwise have been recalled or rehired to a former location(s) may either remain at the current plant or return to such previous location. If an employee returns, the local parties may make adjustments necessary to insure that the employee is neither advantaged nor disadvantaged by the above provisions. Local Managements have ninety (90) days following the date an employee elects to return to accomplish such adjustments.

H. Employees will be given a reasonable amount of time to relocate to another plant.

I. Employees who are placed in accordance with Appendix A and accept the Enhanced Relocation Allowance will not be eligible to initiate another Extended Area Hire placement or initiate an Area Hire placement as an active employee for a period of 36 months unless the employee's status changes to laid off or Protected. In the event the plant has excess employees on permanent indefinite layoff or placed on Protected status with no likelihood of recall into the active workforce, the 36 month period will be eliminated.

J. Eligible employees from closed plants who have relocated via Extended Area Hire will be given preference to return to a plant in their former community. Such employees will receive the applicable relocation allowance.

III. AREA HIRE PROTECTED STATUS NON-VOLUNTEERS

A. In the event there are insufficient volunteers for an opening, the Protected status employee with the least seniority on the Area Hire list will be offered the job. Protected status employees will be placed unless either party identifies a compelling reason not to do so.

B. Employees will be made job offers in inverse seniority order.

C. Protected status Non-volunteers who refuse any job offer within the Area Hire Area will be placed on layoff.

IV. AREA HIRE PLACEMENT FROM PLANTS WITHOUT REPLACEMENT

A. Upon receiving new hire approval, active employees at Area Hire plants without replacement will be made a job offer.

B. Such active employees will be offered the available job in seniority order. The new hire will be placed at the Area Hire plant to replace the active employee.

C. Such active employees will be made a maximum of three (3) Area Hire job offers in each year of this Agreement. Such employees may later be eligible to refile an Area Hire Application in the event that their status changes at their current plant.

V. EXTENDED AREA HIRE PLACEMENT FROM PLANTS WITHOUT REPLACEMENT

A. Upon receiving new hire approval, active employees at Extended Area Hire plants without replacements will be made a job offer.

B. Such active employees will be offered the available job in seniority order. The new hire will be placed at the Extended Area Hire plant to replace the active employee.

C. Such employees will be eligible for a basic relocation allowance.

D. All other provisions of Section II of this Memorandum shall apply to employees made job offers under this Section.

VI. RELOCATION

A. Any employees who are employed and relocate in accordance with Appendix A will be eligible to receive a relocation allowance and relocation services as specified in Paragraphs (96a) (1), (2), (3) and (4) of the National Agreement.

B. Employees who return to their former community pursuant to the Return to Former Community Procedure will be eligible for a basic relocation allowance.

VII. PHYSICALS

A. When physicals are conducted on Area Hire or Extended Area Hire Applicants, the criteria used is the same as that used for a Fit for Duty exam when an employee of that plant is undergoing a reinstatement to return to work from a sick leave.

B. In medical disputes, the National Parties may refer the employee for an impartial medical opinion.

VIII. SENIORITY RETURN TO FORMER COMMUNITY (Formerly Document No. 14)

The following methods and procedures detail the circumstances under which eligible employees who apply will be offered the opportunity to return to their former community.

A. Eligible employees are those seniority employees on roll at a plant who have been relocated to that plant from a plant outside the Area Hire in accordance with Appendix A and worked there six (6) months and who still retain seniority at a plant in the former community.

B. Eligible employees will be given the opportunity to file an application to return to their former community. Employees will receive a confirmation of their application.

Employees may have only one return to former community application on file at any given time. Once employees return to a former community under the provisions of this document, they are no longer eligible to return to any other community until such time as they are laid off or relocate in accordance with Appendix A.

C. Eligible employees who have applied to return to their former community shall have their names placed on the Area Hire list for the plants within the community to which they have applied.

D. At the time of receiving an offer to return to a plant in a former community, employees who have filed a Return to Former Community Application, may elect to receive a payment of $6,000 to remain at their current plant. As a result of receiving this payment, the employees will terminate seniority and return rights at all other Delphi facilities and therefore no longer be eligible for Return To Former Community consideration.

E. Employees returning to a plant in their former community will acquire seniority in accordance with the Application of Corporate Seniority Section (Section IX) of this Memorandum.

F. Should employees return to their former community under the provisions of this Section, their seniority will be terminated pursuant to the provisions of Paragraph (64)(d) at the plant from which they are leaving, effective with the date to report to the new plant.

G. It is recognized that the plant from which the eligible employee is released must do so in a manner consistent with the maintenance of quality and efficiency. Accordingly, no eligible employee will be released until a fully trained replacement is available. Consistent with these principles, it is recognized that the rate at which employees are released may vary due to the types of jobs held by such employees, the availability of replacement personnel, product or new model launch, the releasing plant's staffing requirements or other business reasons. In all cases, management will endeavor to release employees as quickly as possible.

IX. APPLICATION OF CORPORATE SENIORITY
(Formerly Appendix D-1)

A. Employees who are moved to a secondary plant in accordance with this Memorandum, while retaining unbroken seniority in their base plant, shall establish seniority in such secondary plant as follows:

1. Employees with seniority dates of January 7, 1985 or earlier will establish an adjusted plant seniority date of January 7, 1985.

2. When two (2) or more employees establish the same plant seniority date pursuant to Paragraph (1) above, the date established for each employee for vacation under Paragraph (190) of the National Agreement will be used to determine seniority preference among such employees.

3. Employees with seniority dates subsequent to January 7, 1985 will establish that subsequent date as their plant seniority date.

4. Journeymen/women or E.I.T.S. employees with unbroken Skilled Trades seniority dates or dates of entry of January 7, 1985 or before, who are employed in the same or related Skilled Trades Classification, will establish a date of entry of January 7, 1985 in that classification.

5. When two or more journeymen/women or E.I.T.S. employees establish the same

date of entry in the same classification and plant pursuant to Paragraph (4) above, each employee's longest unbroken seniority in that classification in any Delphi plant covered by the Agreement, will be used to determine seniority preference among such employees for all purposes applicable to that classification.

6. Journeymen/women or E.I.T.S. employees with unbroken skilled trades seniority dates or dates of entry subsequent to January 7, 1985 who are employed in the same or a related skilled trades classification, will establish that subsequent date as their date of entry in that classification.

7. Journeymen/women or E.I.T.S. employees who are employed in non-skilled classifications and later reclassified to the same or related Skilled Trades Classification, will establish a date of entry as though originally employed in that classification in accordance with (4) or (6) above, whichever is applicable.

B. Journeymen/women or E.I.T.S. employees reclassified to related Skilled Trades Classifications in their same plant will establish a date of entry in accordance with (7) above, or applicable Local Seniority Agreement provisions, whichever is earlier.

C. The above provisions are not applicable to laid off apprentices who are employed in the apprentice program in another plant.

X. VACATION REPLACEMENTS AND OTHER EMPLOYEES HIRED FOR TEMPORARY WORK (Formerly Appendix D-2)

Employees who are on layoff from any Delphi-UAW plant who retain unbroken seniority in any such plant on the date they are hired as a vacation replacement or for other temporary work in any other plant covered by the National Agreement, or a new employee who does not have seniority in any Delphi Corporation plant who is hired for such work shall be employed in accordance with the following:

A. An employee may be hired as a vacation replacement or to fill other job openings of a temporary nature.

B. Vacation replacements may be employed under the provisions of this Memorandum commencing the second Monday in May each year and ending no later than 120 days thereafter. The utilization of vacation replacements and other employees hired for temporary work shall be discussed in advance with the local JOBS Committee. Requests for vacation replacements and other employees hired for temporary work shall be made in writing to the National Parties for mutual approval.

C. In the event of permanent job openings which involve the relocation of employees, the National Parties may agree to hire temporary employees under the provisions of this Section to enable plants to operate effectively while permanent seniority employees are being identified or relocated at the new location.

D. Time worked by a vacation replacement or other temporary employee who is hired pursuant to this Memorandum will not be included in the computation for acquiring seniority pursuant to Paragraph (57) and Appendix D.

E. Such time worked by a laid off seniority employee will not be considered in the calculation for breaking seniority and exhausting rehire rights at a former plant pursuant to Paragraph (64e).

F. The provisions of the Application of Corporate Seniority (Section IX) of this Memorandum are not applicable to employees hired pursuant to this Section X.

G. An employee with seniority hired at a secondary plant for vacation replacement or other temporary work will remain eligible for permanent job openings in accordance with the provisions of Area Hire Placement (Section I) and Extended Area Hire Placement (Section II) of this Memorandum.

H. All other provisions of the National Agreement and its Exhibits shall apply to employees hired pursuant to this Memorandum.

I. This procedure does not apply to permanent job openings.

J. The National Parties are authorized to make modifications and adjustments as necessary.

XI. TEMPORARY OPENINGS - PARAGRAPH (64)(e) (Formerly Document No. 16)

A. Laid off employees working at permanent jobs in other Delphi Corporation plants, whose seniority would entitle them to be recalled to former locations to fill openings considered at the time to be temporary, will not be recalled or rehired under such circumstances.

B. Furthermore, if laid off employees working at permanent jobs with outside employers or participating in the UAW-Delphi Dislocated Worker Program are recalled to their former locations to fill openings considered at the time to be temporary, those individuals who desire to be bypassed under the provisions of this Section should notify the appropriate Delphi Corporation employment office.

C. In this regard, solely for the purposes of calculating the periods relative to breaking seniority and exhausting rehire rights at the former plant pursuant to Paragraph (64)(e), such employees in Sections (A) and (B) above shall be considered as having accepted recall to their former plant on the date such work became available and returned to layoff status at such time as the period of temporary work is completed.

XII. TRAINING

In order to ensure consistent administration of Area Hire and/or Extended Area Hire, training materials will be developed and a joint meeting will be held of those people responsible for the administration of these provisions. Costs for the training will be covered by joint funds upon approval of the Executive Board - Joint Activities. Topics to be discussed, but not limited to, are:

- Changes in the Area Hire provisions and related matters as a result of 2003 Negotiations.
- Review of existing procedures and provisions.
- ADAPT (Accommodating DisAbled People in Transition).

APPENDIX B

Inter-Organization

DELPHI CORPORATION

Date: September 18, 2003

Subject: Date of Entry Status - Apprentices and EIT's

To: All Personnel Directors of Plants Covered by the Delphi-UAW National Agreement

During the course of the discussions leading to the current National Agreement, the Corporation and the UAW discussed situations where the placement in the program of a selected apprentice or EIT applicant is delayed. The Union emphasized that problems resulted when such a delay occurs due to (1) an approved leave of absence for jury duty, (2) approved time off pursuant to the Vacation Entitlement Section, (3) a sick leave of absence under the provisions of Paragraph (106) or (108), (4) the short term needs of Local Management such as the necessity to train a replacement for the person who has been selected, or (5) an absence which qualifies the employee for bereavement pay, (6) for paid absence allowance time off under the provisions of prior agreements, or (7) for short term military duty.

The Corporation has advised the Union that if an opening occurs and the person selected to fill the opening is delayed for one of the reasons specified above and the delay is for not more than 21 calendar days, that person's date of entry for seniority purposes shall be the date he or she would have originally been placed in the opening.

Kevin M. Butler
Vice President
Human Resource Management

APPENDIX C

The parties hereto agree as follows:

1. Employees whose training in the skilled trades was interrupted by a leave of absence under Paragraph (105a), the portion of a leave of absence under Paragraph (106) occurring on and after January 1, 1980, Paragraph (108) or Paragraph (112), or for Jury Duty, approved absences which qualify under the Bereavement Pay, Paid Absence Allowance, Paid Personal Holiday Plan under prior Agreements or Short Term Military Duty Sections of this Agreement, by approved vacation time off, by up to thirty (30) calendar days of layoff in a calendar year occurring on and after January 1, 1988, and all time on layoff out of the program occurring on and after January 1, 1991, and who thereafter qualify for status as employees-in-training-seniority (E.I.T.S.) or are reclassified as journeymen/women in the skilled trades, shall, at such time, be given the same E.I.T.S. date or journeyman/woman seniority date as they would have received if they had not been on such leave, layoff or approved absence.

2. Employees-in-training (E.I.T.) or employees-in-training-seniority (E.I.T.S.) shall be credited with seven days worked in a skilled trades classification for each pay period during which they worked in that classification in that plant and seven days for the pay period in which the full week of Christmas holidays fall provided such employees would otherwise have been scheduled to work in that plant. Such employees shall receive credit as time worked in a skilled classification for time spent on approved leaves of absence from that classification up to but not exceeding an aggregate of thirty (30) calendar days within the calendar year. Such employees will

not receive credit as time worked in a skilled classification for any portion of the leave that they would have been laid off in a reduction in force or returned to their production classification had they not been granted such leave.

3. Employees-in-training (E.I.T.), who are Committeepersons or in-plant full time Union Representatives, shall be credited with seven days worked in a skilled trades classification for each pay period during which they function in such capacity until they acquire employee-in-training-seniority (E.I.T.S.) status. Thereafter they shall be credited as provided in 2: above.

APPENDIX D

INTERPRETATION OF PARAGRAPH (4) THRU (4c) AND PARAGRAPH (57)

Rules for Computing Seniority of Employees Who Acquire Seniority by Working 90 Days Within Six Continuous Months, and Computing the Period Specified in Paragraph (4) thru (4c)

1. Credit toward acquiring seniority will begin with the first day worked by the new employee and will include the subsequent days of that pay period.

2. Thereafter during six consecutive months until the employee acquires seniority the employee will receive credit for seven days for each pay period during which the employee works except that credit will not be given for any days the employee is on layoff.

3. No credit will be given for any pay period during which for any reason, the employee does not work except as provided in Paragraph (108) and in the case of the pay period in which the full week of Christmas holidays or the Independence Week Shutdown falls, provided the employee would otherwise have been scheduled to work.

4. Unless employees are at work on the 90th day of their accumulated credited period, they must work another day within their probationary period to acquire seniority. If the 90th day of their accumulated credited period falls on a holiday or an Independence Week Shutdown Day, the employees will be considered as having seniority as of the holiday or the Independence Week Shutdown Day. If the 90th day of their accumulated credited period falls on their vacation pay eligibility date, the employees will

be considered as having seniority as of the vacation pay eligibility date.

5. In the event temporary employees are summoned and report for jury duty as prescribed by applicable law during the period of six continuous months preceding the date they acquire seniority pursuant to Paragraph (57), the employees' seniority when acquired will be adjusted to give the employees credit for seven additional days for each week in the period in which they did not work and during which jury duty was performed. The employees must furnish evidence that the jury duty was performed in order to receive seniority credit in accordance with this provision.

[See Par. (64)(a),(64)(c),(107)]
[See Par. (137)(c)(2),(203)]
[See App. A]

APPENDIX F

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

It is the policy of Delphi Corporation to perform maintenance work with its own employees, provided it has the labor, skills, equipment and facilities to do so and can do the work competitively in quality, cost and performance and within the projected time limits. At times the Corporation does not deem advisable doing the work itself, and it must, as in the past, reserve to itself the right to decide whether it will do any particular work or let the work to outside contractors. This letter is not to be regarded as impairing that right in any way.

The Corporation hereby assures the Union that it has no plans to change its policy and that it expects to continue its general operating policy of placing primary reliance on its own skilled trades employees to perform maintenance work to the extent consistent with sound business practice, as in the past.

In this regard, we have seen the use of joint Management and Union work schedule and business opportunity teams work very successfully in many of our locations. This approach has not only enhanced job security, but has allowed a better understanding as to the competitive challenges facing the parties. As such, each location is encouraged to establish a skilled trades subcontracting planning team involving both Management and Union representation who will review forecasted work schedules, including projects and jobs

which may be subject to subcontracting, in order to develop the most efficient approach to the work to be performed. Plants who have experienced success with this approach have found that meetings scheduled weekly, if necessary, were most beneficial, and therefore such meetings should be scheduled accordingly at all plants.

The Corporation is genuinely interested in maintaining maximum employment opportunities for its skilled trades employees consistent with the needs of the Corporation. Therefore, in making these determinations, the Corporation intends always to keep the interests of Delphi Corporation personnel in mind.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (42a),(183)(a)-(e)]
[See App. F1-F2]
[See Doc. 58]

APPENDIX F-1

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the 1979 negotiations, the Union discussed with the Corporation serious problems affecting the job security of employees resulting from contracting out of work.

During the course of negotiations, the Union complained that in certain instances the work force in maintenance and tool and die trades particularly was reduced through attrition and then work was contracted out to the point where there was insufficient manpower available within the plant to perform the work; that in certain instances EIT's were reduced to production jobs and work in their trades which they historically performed and which they were capable of performing was subsequently contracted out for extended periods without recalling the EIT's to the skilled trades jobs from which they had been reduced; and that in certain instances skilled trades employees were permanently laid off and new work which they had historically performed was contracted out for extended periods, instead of recalling these employees to their jobs. Similar complaints were made relative to work in the Corporation's engineering departments. In certain instances, the Union alleged that work historically performed in the Parts Division had been contracted out accounting in part for the reduction in the number of employees in that division.

The essential elements in the complaints registered by the Union went to the question of job security.

During the 1996 National Negotiations, the parties reviewed the competitive advantage of the Corporation's talented skilled trades workforce. Discussed were the Union's concerns for the integrity of the apprenticeable trades, the job security of the skilled trades workforce, the content of skilled trades work assignments, and the status of work functions historically performed by the bargaining unit.

At times it is not practicable for the Corporation to do the work itself, and it must, as in the past, reserve the right to decide whether it will do particular maintenance, tool and die and engineering skilled trades work, or contract it out. The Union recognizes that in making such decisions the Corporation must consider among other things, the efficiencies and economies involved, the need for specialized tools and equipment, special skills and the necessity of meeting production schedules, model change and plant rearrangement deadlines.

In our discussions we agreed that employees' jobs should not be eliminated by reason of a practice of contracting out, and we agreed that existing employment opportunities of seniority employees should not be unnecessarily reduced by reason of management contracting out work. The Corporation, moreover, states that it is its policy to fully utilize its seniority employees, under circumstances in which it is reasonable and practicable to do so, in the performance of work which they have historically performed to produce its product and perform its services.

While Delphi intends to provide this opportunity to its skilled trades workforce, the parties agreed that prolonged schedules involving substantial overtime were not in the best interest of employees or the Corporation and, as a result, Delphi must consider the availability of its skilled workforce when scheduling potential overtime. The parties are expected to work out acceptable means by which Management will have reliable information as to the hours employees will work when planning such work schedules.

Accordingly, the Corporation states that it will make a reasonable effort to avoid contracting out work which adversely affects the job security of its employees and that it will utilize various training programs available to it, whenever practicable, to maintain employment opportunities for its employees consistent with the needs of the Corporation.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (42a),(183)(a)-(e)]
[See App. F, F2]
[See Doc. 58, 59]

APPENDIX F-2

DELPHI CORPORATION

September 18, 2003

International Union, UAW
Solidarity House
General Motors Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Attention: Mr. Richard Shoemaker
Vice President and Director
General Motors Department

Gentlemen:

During the current negotiations the parties discussed the special procedure for processing subcontracting grievances as provided by Paragraphs (42a) and (46).

The parties agreed that should the Director of the GM Department of the International Union elect to handle such a case pursuant to Paragraph (42a) (2), and refer it back to the Appeal Committee for negotiation pursuant to Paragraph (117), such negotiations shall be limited to the issues defined in the written record of the case.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See App. F,Ft]

APPENDIX H

MEMORANDUM OF AGREEMENT

Selection of Employees-in-Training

Agreement dated this 18th day of September, 2003 between Delphi Corporation and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW),

WHEREAS, the parties have as a mutual objective maximizing employment opportunities for minorities and women as employees-in-training in skilled trades classifications, and

WHEREAS, the parties recognize a need to increase the utilization of minorities and women as employees-in-training at certain locations, and

WHEREAS, the parties recognize that an acceptable utilization rate of minorities and women as employees-in-training may vary from location to location depending upon a complex of circumstances, including the availability of such individuals in the labor market or in the work force having the requisite qualifications for and interest in skilled trades work, and

WHEREAS, the applicable law governing the selection of individuals as employees-in-training in the skilled trades is undergoing continuing development and refinement.

NOW THEREFORE, the parties agree as follows:

1. The Delphi-UAW Skilled Trades and Apprentice Committee, in consultation with the National Equal Application Committee, shall review the utilization of minorities and women as employees-in-training in skilled trades classifications at the various locations to determine whether obstacles exist to the achievement of a more representative utilization of such employees who are qualified and interested in skilled trades work; and,

2. Where such obstacles are determined to exist, the Delphi-UAW National Skilled Trades and Apprentice Committee shall agree upon appropriate action to remedy particular situations or to establish various methods of selection including, where practicable, the establishment of special pre-EIT training programs to further equal employment opportunity for minorities and women in the employee-in-training program.

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)	**Delphi Corporation**
RICHARD SHOEMAKER	KEVIN M. BUTLER
JIM BEARDSLEY	DARRELL R. KIDD
HENDERSON SLAUGHTER	
JOE SPRING	
JIM SHROAT	

[See Par. (6a),(122)g,(153)]
[See Doc. 31]

APPENDIX I

Special Skilled Trades Representative

I. In any Plant on a shift where there are 30 or more skilled trades employees (E.I.T., E.I.T.S., Journeymen/women) who are not represented by a District Committeeperson who is classified as a skilled trades employee, a Special Skilled Trades Representative may be selected as specified below to assist in handling skilled trades grievances as provided hereinafter.

A. In those plants where there is a District Committeeperson on the shift classified as a skilled trades employee, such District Committeeperson shall be the designated Special Skilled Trades Representative on that shift. If there is more than one District Committeeperson on the shift classified as a skilled trades employee, only one shall be selected as the Special Skilled Trades Representative by the Union.

B. Where there is no District Committeeperson on a shift classified as a skilled trades employee, the Local Union will select a skilled trades employee from among those working on that shift to be the Special Skilled Trades Representative and a reservoir of 12 scheduled straight time hours for Monday through Friday will be established for that representative to handle the duties specified below without loss of pay except that time spent attending the regular Shop Committee meetings pursuant to Section II.C. below will not be charged against this reservoir.

II. Upon written notification designating the Special Skilled Trades Representative selected pursuant to Paragraph I above, that representative will be allowed to leave regular job duties without undue delay to perform the following duties:

A. If a District Committeeperson who is not a skilled trades employee is called pursuant to Paragraph (29) to represent a skilled trades employee to handle a specified grievance concerning an alleged violation of one of the provisions of Paragraphs (152) through (183), such committeeperson may request that the supervisor call the Special Skilled Trades Representative for that shift. Before a grievance is reduced to writing by the District Committeeperson, the Special Skilled Trades Representative may assist the District Committeeperson in a consultative and advisory capacity, and in doing so, if necessary, may make an independent investigation of the grievance and submit a report to the District Committeeperson. The Special Skilled Trades Representative may not function as a committeeperson nor initiate a grievance.

B. If the grievance is reduced to writing by the District Committeeperson and the Special Skilled Trades Representative has made an independent investigation and submitted a report to the District Committeeperson on that grievance before it is reduced to writing, the Special Skilled Trades Representative may, at the request of the District Committeeperson, assist the District Committeeperson in a consultative and advisory capacity during the committeeperson's discussions conducted

with supervision pursuant to Paragraph (30) of the National Agreement. During discussions with higher supervision, the Special Skilled Trades Representative will function as an alternative to the second committeeperson provided for in the provisions of Paragraph (30) of the National Agreement.

C. In those plants where there is no member of the Shop Committee classified as a skilled trades employee, one Special Skilled Trades Representative will attend regular Shop Committee meetings to serve in a consultative and advisory capacity during the resolution of a Paragraph (140b) or Paragraph (141)(a) issue or discussion of a grievance which involves a specific skilled trades issue and which alleges a violation of a local Agreement, or Paragraphs (3), (102) or one of the provisions of Paragraphs (152) through (183) of the National Agreement.

D. In the event there is no committeeperson classified as a skilled trades employee representing skilled trades employees, one Special Skilled Trades Representative will attend the special conference provided for in the provisions of Paragraph (182)(a) of the National Agreement, replacing one of the Union's representatives provided for in that paragraph, to serve in a consultative and advisory capacity during such conference.

E. In the event none of the Local Union representatives designated in Paragraph (183)(d) are skilled trades employees, one Special Skilled Trades Representative will

replace one of those representatives during the specified advance discussion and serve in a consultative and advisory capacity during those discussions.

III. Where Special Skilled Trades Representatives are selected pursuant to Paragraph I-B, they shall work at their regular jobs except when carrying out the representation duties and functions as provided herein. Even though such Special Skilled Trades Representatives are not committeepersons, they will nevertheless be governed by the provisions of Paragraphs (17), (20), and (22) of the National Agreement.

IV. The provisions of Paragraph (21) of the National Agreement will not be applicable to the Special Skilled Trades Representative.

APPENDIX K

MEMORANDUM OF UNDERSTANDING JOB SECURITY (JOBS) PROGRAM

The Corporation and the Union are committed to enhancing the job security of Delphi Corporation employees. The Parties also recognize that such job security can only be realized within a work environment which promotes operational effectiveness, continuous improvement and competitiveness.

Accordingly, the parties have agreed to this JOBS Program and have pledged to work together, consistent with this Program and other provisions of the National Agreement to enhance the Corporation's competitive position.

The cornerstone of the JOBS Program is a commitment to pre-determined Secured Employment Levels (SELs), a series of SEL Benchmark Minimums, and protection against indefinite layoff for eligible employees as expressly provided herein.

I. **SCOPE OF THE PROGRAM** - The Corporation and the Union agree that:

(A) The secured employment levels (SELs) (i.e., numbers of eligible employees or positions covered by this Program as defined herein) initially shall be established as of the Effective Date of the Agreement at each bargaining unit for skilled and non-skilled employees will be continued. The transfer of an employee between skilled and non-skilled will cause the SEL for the group receiving the employee to increase and the other group from which the movement occurred to decrease unless the movement occurred to satisfy the SEL, in which case the SEL will remain the same in each group.

(B) The initial Secured Employment Levels for each Unit shall be equal to the sum of: (1) the number of active employees with one or more years seniority at work and on roll in the Unit on the Effective Date; (2) the number of active employees occupying SEL slots in the Unit on the Effective Date; and (3) the number of unfilled new hire obligations in the Unit as of the Effective Date due to the application of the outsourcing/new hire provisions of the 199699 Agreement, Appendix K (Article II (O)(2)b.3.). Such active employees will be SEL eligible and shall include employees not at work who are:

(1) on vacation,

(2) receiving bereavement pay,

(3) on jury duty,

(4) on any leave of absence of 90 days duration or less,

(5) on temporary layoff, and

(6) any other employee having a direct attachment to the active workforce.

(C) A series of SEL Benchmark Minimums will be established for each Unit on the Effective Date, representing projected SEL-eligible employment minimums as of the close of each calendar quarter beginning with the quarter ending December 31, 2003 through the quarter ending June 30, 2007. Each quarterly Benchmark shall be determined by subtracting from the immediately preceding SEL Benchmark an

amount equal to .333% of the Unit's Initial SEL, so that the June 30, 2007 Benchmark shall equal 90% of the initial SEL. (If this calculation results in something other than a whole number, sequential rounding adjustments may be made to even out the calculations over the term of the Agreement.)

(D) No employee will be laid off for any reason, other than described in I(E), if such layoff would cause the number of active employees in the unit to fall below the then current SEL or otherwise result in the layoff of one or more SEL eligible employees.

(E) Paragraph I(D) notwithstanding, an employee protected from layoff by the SEL may be laid off for any of the following reasons:

(1) volume related declines attributable to market related conditions as described in Document No. 10, JOBS Program - Volume Related Layoffs - SEL, not to exceed 48 weeks (inclusive of vacation shutdown weeks) over the life of the Agreement;

(2) acts of God or other such reasons beyond the control of the Corporation;

(3) the sale of a part of the Corporation's operations as an ongoing business;

(4) the layoff of an employee recalled or reassigned to fill an opening known in advance to be temporary; or

(5) model change or plant rearrangement until the employee otherwise would have been recalled.

An employee impacted by any of the above reasons is, if otherwise eligible, covered by the appropriate Supplemental Agreements which are attached to the National Agreement as Exhibits.

(F) The number of employees protected by this JOBS Program will be the equivalent of the employees within the SEL who would otherwise have been laid off as a result of any event other than those described in Paragraph I(E).

II. **ADJUSTMENTS TO THE SEL AND SEL ELIGIBILITY** - Following the initial determination of the SEL, it will be adjusted as follows:

(A) An employee shall become SEL-eligible for any of the following reasons at which point the SEL will be increased by one position for each such employee: (1) an employee in the active workforce, as defined by Paragraph I(B) who had less than one year seniority on the Effective Date of the Agreement who subsequently attains one year of seniority; (2) an employee with one or more years seniority is recalled, except if recalled to satisfy the SEL, and is actively at work, on vacation or receives pay in at least 26 weeks during any consecutive 52-week period ending after the effective date of the Agreement; (3) an employee with less than one years seniority is recalled, except if recalled to satisfy the SEL, who

subsequently attains one years seniority and is actively at work, on vacation or receives pay in at least 26 weeks during any consecutive 52-week period ending after the effective date of the Agreement; (4) an employee rehired pursuant to Paragraph (64)(e), except if rehired to satisfy a SEL, who subsequently attains one years seniority and is actively at work, on vacation or receives pay in at least 26 weeks during any consecutive 52-week period ending after the effective date of the Agreement; (5) an employee newly hired after the effective date of the Agreement who attains three years seniority; (6) an employee deemed to be eligible, recalled or newly hired in order to satisfy a SEL Benchmark Minimum. Notwithstanding the above, the National JOBS Committee is authorized to establish special mechanisms, including SEL eligibility provisions, for the purpose of attracting new work.

(B) The SEL will be reduced for the attrition of eligible employees who quit, retire, or die.

(C) Unit SELs will be adjusted in the event of transfers of operations or consolidations between Units. The Unit SEL will be decreased by one at the transferring location and increased by one at the receiving location by the corresponding number of employees who transfer, unless otherwise agreed to by the National parties. Similarly, corresponding adjustments will also be made to the SEL Benchmark Minimums of each affected unit.

(D) Each employee who leaves the bargaining unit for a permanent salaried position will

be replaced immediately with no effect on the SEL by recalling an employee from layoff or from the Area Hire List, or by hiring a new employee if no such laid off employee is available. For each regular salaried employee returning to the bargaining unit, the SEL will be increased by one.

(E) SEL eligible employees off roll will maintain their eligibility upon reinstatement.

(F) (1) Following the last day of each month and within 15 days of the following month (SEL Benchmark Review), the number of SEL-eligible employees in each Unit shall be compared to the Unit's corresponding SEL Benchmark Minimum. Adjustments will be made consistent with the provisions of this Memorandum, and attrition replacement obligations will be fulfilled as set forth below.

(2) When the number of SEL-eligible employees exceeds the Benchmark Minimum, attrition will be replaced on a one-for-two basis by recalling employees on layoff in accordance with the procedure described in Section (3)(b) below.

(3) When the number of SEL-eligible employees would otherwise fall below the Benchmark Minimum, attrition will be replaced on a one-for-one basis by the following actions in order to maintain eligible

employment at the Benchmark Minimum:

(a) First, by allowing an ineligible active seniority employee at the affected facility to become eligible.

(b) Second, by recalling a seniority employee from layoff from the facility, or rehiring an employee with a Paragraph (64)(e) rehire right, or from the Area Hire list.

(c) Or third, by hiring new employees up to the net number of jobs outsourced minus those insourced (as defined in Appendix L of the Agreement and determined by the National Committee) subsequent to the Effective Date. Such positions will be filled on a Unit basis no later than ninety (90) days following the SEL Benchmark Review, except when the affected Unit is encountering market-driven, volume-related layoffs.

(4) Notwithstanding the above, the net outsourcing/new hire obligation provided in Section (3)(c) above shall be activated earlier than required therein if and when the number of SEL-eligible employees is less than the greater of: (1) the SEL Benchmark Minimum for the quarter;

or (2) 95% of the Unit's Baseline SEL under the 1996 Agreement.

(5) If, after fulfilling the above requirements, subsequent attritions would cause the number of SEL-eligible employees to fall below the Unit's Benchmark Minimum, attrition will be replaced on the following basis:

(a) When the number of SEL-eligible employees is greater than 90% but less than 100% of the Benchmark Minimum, one (1) new employee will be hired for each three (3) attritions.

(b) When the number of SEL-eligible employees is greater than 80% but less than 90% of the Benchmark Minimum, one (1) new employee will be hired for each two (2) attritions.

(c) When the number of SEL-eligible employees is below 80% of the Benchmark Minimum, one (1) new employee will be hired for each one (1) attrition.

(d) Such positions will be filled on a Unit basis no later than ninety (90) days following the SEL Benchmark Review, except when the affected unit is encountering market-driven, volume-related layoffs.

(6) Employees recalled, hired, or rehired to fulfill the above obligations may be assigned within their Unit at Management's discretion, subject to applicable seniority provisions of the Agreement.

(G) If on the evaluation date the SEL number results in less than a whole number, the Engineering Method of Rounding will be used to determine the SEL.

(H) Notwithstanding the above, SEL Benchmark Minimums will not be established for a facility determined to be closing.

III. **JOB SECURITY AND OPERATIONAL EFFECTIVENESS** - In recognition of the fact that job security can only result from joint efforts to improve operational effectiveness, the Corporation and the Union agree that:

(A) For a period commencing with the Effective Date of this Memorandum of Understanding and for the life of the current Agreement, no employee within the SEL will be laid off as a result of any event other than those described in Paragraph I(E).

(B) An employee whose regular job is eliminated will be placed pursuant to the applicable provisions of the National Agreement and Local Seniority Agreement.

(C) The number of employees protected from layoff due to the JOBS Program will be that determined in Paragraph I(F). Each Protected employee will be identified by application of the Local Seniority

Agreement provisions as if such job security were not provided.

(D) If an event, other than those described in I(E), would otherwise cause the number of active employees in a unit to fall below the then current SEL, the employees so protected, as provided for in I(D), will be placed on Protected employee status. The Parties recognize that events, other than those described in I(E), may occur during the course of this Agreement that will cause the number of SEL eligible employees to exceed the Corporation's production requirements. The parties further recognize that the scope of this program requires flexibility with regard to the assignment of such Protected employees and the selection of employees for training. In this regard, the Local JOBS Committee (described in Section IV, below) will insure that assignments are made on a basis consistent with the seniority provisions of the Collective Bargaining Agreement and Local Seniority Agreement while meeting plant needs, minimizing work force disruption and enhancing the personal growth and development of employees. After a decision by the Local JOBS Committee a Protected employee may be (1) placed in a training program, (2) used as a replacement to facilitate the training of another employee, (3) placed in a job opening at another Delphi plant provided there is no employee on layoff from that plant with a seniority recall or Paragraph (64)(e) rehire right or an Area Hire applicant who has not been offered a job at that plant, (4) given a job assignment within or outside the bargaining

unit which may be non-traditional, (5) placed in an existing opening or (6) given other assignments consistent with the purposes of this Memorandum of Understanding.

(E) **(1)** Notwithstanding the above, an available Protected employee may be placed on the Area Hire list by Management for selection to an available opening at another location within the area. The number of such Protected employees made available for placement cannot exceed the number of Protected employees who have been laid off for the duration of the 48 week volume-related layoff limit (inclusive of vacation shutdown weeks). Protected employees will be made available for Area Hire placement in inverse seniority order.

(2) A location that has no one on layoff with a seniority recall or Paragraph (64)(e) rehire right may fill a job opening with an available Protected employee from another location within the Area Hire Area pursuant to Paragraphs M (1) and (2), or an Area Hire applicant who has not been offered a job in the Area Hire Area.

The SEL will be reduced by one at the plant from which the employee is transferred and increased by one at the plant to which the employee is transferred, unless the transfer satisfied the SEL, in which case the SEL will remain the same at both plants.

An available Protected employee transferred permanently to another location may remain at the secondary location until at the employee's home location (1) there is an available opening in the regular active workforce to which the employee is entitled, or (2) the employee is recalled to Protected employee status, or (3) the employee is laid off from the secondary plant, at which time the employee will return, seniority permitting, to the active workforce.

(F) Efforts of the local parties to improve operational effectiveness will be encouraged and supported by the national parties including, as may be appropriate, approval of requests to waive, modify or change the National Agreement.

(G) A Protected employee will continue to receive their regular straight time hourly rate of pay. In the event a Protected employee is assigned to another classification, the employee will receive the rate of pay as provided by the Local Wage Agreement.

(H) Protected employees' assignments will be considered temporary and not subject to provisions governing permanent filling of vacancies or the application of shift preference, except for assignments to fill openings resulting from volume increases. Experience gained from these temporary assignments will not be used to advantage such Protected employee over other employees for selection to fill permanent vacancies, nor will the Protected employee gain seniority under Paragraph (62) of the

National Agreement from such assignments.

(I) An employee replaced by a Protected employee will receive their regular straight time hourly rate of pay, and will be returned to the same classification and job assignment upon completion of the replaced employee's assignment. In the event the employee has insufficient seniority to return to the formerly held classification, the employee will be placed pursuant to the applicable provisions of the Local Seniority Agreement.

(J) If an employee would have been transferred pursuant to Paragraphs (63)(a)(1), (63)(a)(2), (63)(b) or (153) of the National Agreement or placed in an Apprentice program were it not for participation in a training assignment provided by this program, the employee will be transferred to this classification upon completion of the training assignment. In the event the employee would have been selected for an E.I.T. or Apprentice assignment the employee's date of entry will be adjusted as if the employee's assignment had not been delayed.

(K) A replaced employee returned to a job assignment under this Program will be credited with all overtime hours the employee worked while out of the equalization group, but not with the overtime hours the employee would otherwise have worked in the group had the employee not have been replaced by the Protected employee.

(L) A training assignment will be voluntary on the part of an employee being replaced by a Protected employee, unless such training is to develop or improve technical skills relevant to the employee's current job assignment or anticipated future job needs.

(M) No Protected employee will be temporarily assigned to a job outside of the bargaining unit except on a voluntary basis, subject to the direction of the National Committee. Permanent transfers of Protected employees outside the bargaining unit to other Delphi-UAW represented plants within the Area Hire Area will be handled as follows:

(1) Management may place a Protected employee's name on the Area Hire list. The number of names so placed may not exceed the number of employees who have been laid off for the duration of the 48 week volume-related layoff limit (inclusive of vacation shutdown). Protected employees will be made available for Area Hire placement in inverse seniority order. Thereafter, such employees may be selected in seniority order to available jobs at other locations. The seniority used by a skilled trades employee in administering these provisions will be the employee's date of entry or Journeyman/woman date.

(2) A Protected employee who is transferred permanently out of the Area Hire Area in accordance with this paragraph, or if so transferred later accepts a recall or rehire at a former location, will be eligible to receive a

relocation allowance and other relocation services as provided in Paragraphs (96a) (1), (2), (3) and (4) of the National Agreement. A Protected employee temporarily transferred out of the Area Hire Area who does not change permanent residence as a result of the transfer will receive reasonable transportation and living expenses for the duration of the assignment. Any problems connected with the above may be raised with the National Committee.

(N) In the event there is an opening due to a volume increase, the available Protected employee with the highest seniority will be placed in this opening, unless the Local Committee determines the employee should first complete the employee's current assignment. If seniority employees are on layoff from that plant, a number of such employees, equivalent to the number of Protected employees placed in openings due to volume increases will be recalled from layoff. A Protected employee transferred to another Delphi plant due to a volume increase who is subsequently laid off from the secondary plant due to a volume decrease will be returned to available openings at the employee's home plant, seniority permitting.

(O) A layoff caused by an event described in Paragraph I(E) will have no impact on the number of Protected employees except for an employee who is protected from a layoff attributable to a market related volume decline in excess of 48 weeks (inclusive of

vacation shutdown weeks). In those instances, Protected employees, having the least seniority, will be laid-off and replaced by an equivalent number of greater seniority employees who would otherwise have insufficient seniority to remain in the plant.

(P) In the event the Local or National Committee determines that the number of Protected employees exceeds the number of expected openings at the plant or in the Area within the next succeeding 12 months, special programs as set forth in Attachment A may be triggered upon prior approval of the National Committee. Thereafter, to the extent the number of Protected employees is still in excess of expected openings, such employees, under the direction of the National Committee, may be transferred out of the area pursuant to Paragraph (M). The National Committee may also explore the extension of Attachment A to other locations to create job opportunities for excess Protected employees within the Area Hire area.

(Q) Earnings, including wages and wage related payments, received by employees while on Protected employee assignments, will be charged against the maximum liability amount. The cost of benefits and other payments made or incurred on behalf of Protected employees, specifically, health care (including dental and vision), group insurance, pensions, legal services, training fund contributions, and FICA will be charged against the maximum liability amount. Moving allowance payments and

the cost of benefits provided under Attachment A of this Memorandum of Understanding will not be charged against this liability. Earnings received and the cost of benefits and other payments made on behalf of Protected employees while assigned to fill permanent job openings resulting from volume increases or assigned to other regular and productive work (e.g., absentee replacements) will not be charged against this liability.

(R) Charges against the Corporation's liability will commence with the first payments made to Protected employees and will continue until the maximum liability is reached or the expiration of the Program as provided in this Memorandum of Understanding, whichever occurs first. The records of such charges will be maintained by the Corporation and will be available to the Union at appropriate times.

IV. ADMINISTRATION OF THE JOBS PROGRAM - The Corporation and Union agree that:

(A) At each bargaining unit covered by the current Delphi-UAW National Agreement, a Local JOBS Committee will be established to administer the Program.

(B) The membership of the Committee will consist of the local Plant Manager, and other representatives selected by management; the local Union President, if a Delphi Corporation employee, and the Shop Committee.

(C) The duties of the Local Committee will be:

(1) Review local accessions and separations relative to the Unit Secured Employment Level (SEL) and the number of Protected employees.

(2) Review the number and status of the available Protected employees on a monthly basis, specifically noting the impact on this group of attrition, volume and future manpower requirements.

(3) Monitor the initial placement of an employee who is within the SEL and who returns to work following an event covered in Paragraphs I(B) and I(E).

(4) Monitor the placement of Protected employees. In this regard consideration should be given to both the nature and duration of the assignment following the guidelines contained in Section III of this Memorandum of Understanding. Coordinate with the National Committee the placement of an employee outside the Area Hire as defined in Appendix A Memorandum of Understanding Employee Placement.

(5) Monitor permanent layoffs caused by the events described in I(E).

(6) Participate in discussions regarding sourcing decisions as outlined in Appendix L of the current Delphi-UAW National Agreement on the subject of Sourcing.

(7) Participate in discussions regarding the

introduction of new or advanced technology as provided in the Statement on Technological Progress contained in the current Delphi-UAW National Agreement.

(8) Review attrition and changes in the workplace. As required, develop plans to replace attrition, including the use of hires or rehires, to meet operational needs when other appropriate placement sources have been exhausted. Consistent with guidelines regarding SEL Program Administration, the local parties are required to report monthly that appropriate communications have taken place; upon the request of the National Committee, the local parties may be required to provide detailed information to support their monthly joint reports.

(9) Review the manpower requirements of forward product, facility and business plans, maintaining the confidentiality of the material being evaluated.

(10) Plan and coordinate the assignment of Protected employees in their home plant, the relocation of Protected employees to other plants in the area and the application of special programs to Protected employees and active work force employees as described in Attachment A to this Memorandum of Understanding.

(11) Authorize, non-traditional work assignments for Protected employees

where practicable both within or outside the bargaining unit.

(12) Review any complaint regarding the administration of the JOBS Program. Refer unresolved complaints to the National Committee. The National Parties will limit the review of complaints to those raised, in writing, within 60 days of a SEL Benchmark Review or other event giving rise to the complaint unless the time limit is waived by the National Committee. Only those matters governing the size of the SEL-eligible population, the number of Protected employees, the SEL; or the treatment of a Protected employee as set forth in Section III of this Memorandum of Understanding will be subject to the Grievance Procedure. Such grievances will be filed at the Second Step of the grievance procedure. All other unresolved complaints will be settled expeditiously between the parties at the National level.

Disputes arising from the following matters may be submitted within fifteen (15) days of a SEL Benchmark Review to the Vice President and Director of the UAW General Motors Department and the Vice President, Human Resource Management, Delphi Corporation: (1) market-driven, volume-related layoffs; and (2) new hire obligations required pursuant to Section II(F). If unresolved, the dispute must be appealed to the Umpire within thirty (30) days of receipt of the appeal. The Umpire's

decision shall be final and binding on the parties, and the Umpire shall have the authority to enforce such decision, including the authority to order the Corporation to hire new employees required under Section II(F).

(13) Jointly coordinate appropriate local training activities, working closely with the Local Joint Activities Committee and the Center for Human Resources (CHR) National Office to ensure that quality, cost efficient training is provided and appropriate funds are secured from both within Delphi and from external sources.

(14) Jointly develop and initiate proposals to improve operational effectiveness to secure existing jobs, and to attract customers and additional business thus providing additional job opportunities. When required, secure necessary approvals from the bargaining unit membership and the national parties.

(15) Make recommendations to the National JOBS Committee, as appropriate, regarding any aspect of the JOBS Program. This may include any aspect of the contractual relationship between the Corporation and the Union that is relevant to the duties of the Local JOBS Committee; e.g., Appendix A, Appendix L, and Paragraphs (59), (69), (95) and (96) of the current Delphi-UAW National Agreement.

(16) Ensure that SEL funds are used solely for the purposes for which the Program provides protections, as specified in

Section I (C) of this Memorandum of Understanding.

(D) A National JOBS Committee will be established at the Corporation-International Union level consisting of three (3) representatives selected from the Corporation and three (3) representatives selected by the Vice President and Director of the GM Department of the International Union, UAW.

(E) The National Committee will be responsible to the Vice President and Director of the GM Department of the International Union, UAW and the Vice President, Human Resource Management, Delphi Corporation and will meet periodically as required to:

(1) Monitor the efforts of the Local Committees.

(2) Maintain liaison with the Joint Skill Development and Training Committee to coordinate: (a) placement efforts for protected employees, (b) assessment and training programs and (c) funding through the Joint Skill Development and Training Committee.

(3) Approve Local Committee efforts to improve operational effectiveness and coordinate these actions when appropriate.

(4) Coordinate, where applicable, the execution of Special Programs described in Attachment A as well as the placement of Protected employees. For example, where a permanent loss of jobs has occurred or is scheduled for

a location, the parties may discuss transfer of employees to another location; such a transfer could be in advance of the scheduled job loss, if it could be accomplished without adversely affecting quality and operating efficiency.

(5) Act on requests from Local Committees to waive, modify or change National Agreement provisions when such action would result in the preservation or increase of job opportunities. Such requests will be presented to the Vice President and Director of the GM Department of the International Union, UAW and the Vice President, Human Resource Management, Delphi Corporation for approval.

(6) Make quarterly reports to the Vice President and Director of the GM Department of the International Union, UAW and the Vice President, Human Resource Management, Delphi Corporation and periodically to Union and Corporate leadership regarding the operation of the Program.

(F) The National JOBS Committee is specifically empowered to periodically review and evaluate the operation of this Memorandum of Understanding and make mutually satisfactory adjustments to its provisions during the term of this Memorandum.

V. **FUNDING** - The Corporation and International Union agree that:

Notwithstanding the commitments set forth in this

Memorandum of Understanding, the Corporation's total financial liability for the cost of the JOBS Program, to be calculated as agreed between the parties, shall not exceed $630 million during the term of this Memorandum of Understanding, adjusted by any amounts shifted between the JOBS and SUB funds. In the event this liability is reached, Protected employees will be subject to layoff. Thereafter, to the extent that layoffs of such employees are required, the provisions of the Local Seniority Agreements will apply and eligible employees will receive benefit treatment in accordance with the Supplemental Agreements attached to the Delphi-UAW National Agreement then in effect.

VI. EFFECTIVE DATE - TERMINATION DATE

The Corporation and International Union agree that:

(A) This Memorandum of Understanding will become effective at each bargaining unit covered by the current Delphi-UAW National Agreement, on the Effective Date of this Agreement.

(B) This Memorandum of Understanding shall expire with the expiration of the current National Agreement.

International Union, (UAW)	**Delphi Corporation**
Richard Shoemaker	Kevin M. Butler
Jim Beardsley	Ralph E. Handley
Henderson Slaughter	Judy Matzelle
Joe Spring	Dave Pettyes
Scott Campbell	

[See Par. ((33),(65),(66)(a),(153)]
[See Doc. 10,12,15
[See Statement on Technological Progress]

ATTACHMENT A
MEMORANDUM OF UNDERSTANDING

The National JOBS Committee may, from time to time and for specified periods, authorize the following Special Programs for designated eligible employees or may approve requests from Local JOBS Committees for implementation of such Programs. Employees must apply within the application period determined by the local parties and approved by the National JOBS Committee.

SPECIAL PROGRAM #1
JOBS VOLUNTARY TERMINATION OF EMPLOYMENT PROGRAM

The JOBS Voluntary Termination of Employment Program (VTEP) provides a guaranteed lump-sum benefit payment subject to the conditions and limitations contained herein. This Program is applicable to an employee with at least one year of seniority who is at work or is a Protected employee on or after the effective date of the Agreement.

Description of Program Benefits

Years of Seniority As of Application Date	$ Amount	Allocation Period (Months)
1 but less than 2	15,000	6
2 but less than 5	21,000	9
5 but less than 10	37,000	15
10 but less than 15	47,000	19
15 but less than 20	62,000	25
20 but less than 25	67,000	27
25	72,000	29

The maximum gross amount of the benefit payable under this Program is $72,000 for employees with 25 or more years of seniority.

In no event, however, shall the amount of a VTEP payment provided under this Program exceed such amount permissible under the Employee Retirement Income Security Act of 1974 (ERISA).

An employee who accepts a VTEP payment shall be provided with basic health care coverage for a period of 6 months dating from the end of the month following the month in which the employee last worked.

An employee eligible for an immediate pension benefit under the Hourly Rate Employees Pension Plan, at the time of his/her break in service (due to participation in a VTEP), shall upon completion of the Allocation Period and application for a pension benefit under the Hourly Rate Employees Pension Plan become eligible for post retirement health care and life insurance on the same basis as other retirees. For purposes of applying the terms of the Hourly Rate Employees Pension Plan, such employees shall not be treated as deferred vested by reason of their participation in a VTEP.

VTEP Payment Offsets

Any VTEP payment to an eligible employee will be reduced by the employee's outstanding debts to the Corporation or to the Trustees of any Corporation benefit plan or program, including any unrepaid overpayments to the employee under the SUB Plan or GIS Program, Exhibits D and E, respectively, to the Collective Bargaining Agreement.

Effect of Receiving VTEP Payment

An employee who accepts a VTEP payment shall (i) cease to be an employee and shall have his/her seniority broken at any and all of the Corporation's Plants or other locations as of the last day worked subsequent to the date his/her application for a VTEP payment is received (termination date), (ii) shall have cancelled any

eligibility the employee would otherwise have had for a Separation Payment and/or Redemption Payment under Exhibits D-1 and E-1, respectively, to the Collective Bargaining Agreement, (iii) shall not be eligible to receive a mutual satisfactory retirement benefit under the Hourly Rate Employees Pension Plan, and (iv) shall not be permitted to retire under the Hourly Rate Employees Pension Plan for the number of months of the allocation period following the termination date.

An employee who receives a VTEP payment, and who is subsequently reemployed by Delphi Automotive Systems, will not be eligible for any future VTEP payments until the employee has 5 or more years seniority following such reemployment. No seniority used to determine the amount of a previous VTEP payment shall be used in determining a subsequent VTEP payment.

SPECIAL PROGRAM #2
JOBS PENSION PROGRAM

General

The JOBS Pension Program provides pension benefits unreduced for age, payable under the Hourly-Rate Employees Pension Plan (Exhibit A to the Collective Bargaining Agreement) subject to the eligibility terms and conditions contained in such Pension Plan, and further subject to such terms and conditions contained herein. This Program is applicable to employees who are at work or are Protected employees, on or after the effective date of the Agreement.

Description of Program Benefit

An offer of Mutually Satisfactory retirement may be extended under this JOBS Pension Program to an eligible employee between the ages of 55 and 61 who has 10 or more years of credited service under the

Hourly-Rate Employees Pension Plan. Such retirement would provide unreduced basic benefits for the life of the retiree, temporary benefits payable until age 62 and one month (or if earlier, receipt of Social Security disability benefits), and any supplements they may be entitled to based on the provisions of the Hourly-Rate Employees Pension Plan and the employees' age and credited service. The annual earnings limitation provisions of the supplements shall not be applicable to any mutually satisfactory retirement.

[See Doc. 10,12,117]

ATTACHMENT B
MEMORANDUM OF UNDERSTANDING

GOALS AND OBJECTIVES OF JOB SECURITY AND OPERATIONAL EFFECTIVENESS

The Corporation and the Union recognize that quality and operating efficiency are inextricably wed to job security, and that a high level of quality and operating efficiency requires mutual respect and recognition of each other's problems and concerns. Accordingly, in addition to the Local JOBS Committee's responsibilities for the JOBS Program and participation in discussions provided in related Letters of Understanding, each committee will focus on cooperative efforts toward our common goal to improve the effectiveness of operations and remove barriers to improvements, increase job opportunities and fully utilize the workforce. The local committees will jointly develop a plan through an exhaustive analysis of the location's operational efficiency.

Within six months of the effective date of the Agreement, each Local JOBS Committee will review with Divisional Management and the International Union the overall competitiveness of the location's products and their plans indicating actions, and/or changes needed to improve quality and efficiency at their location and to stimulate job security of the existing workforce and attract new work. Such plans must then be approved by the established National Job Security and Operational Effectiveness Committee.

At the national level, the Committee will have an equal number of Union and Corporate representatives designated by the Executive Director of Industrial Relations and by the Vice President and Director of the GM Department, International Union, UAW.

The National Committee will oversee implementation and administration of these Job Security and Operational Effectiveness Plans. Members of the National Committee will meet jointly with Local Committees to discuss the importance of job preservation and job creation, the reasons for the commitment to increase operational efficiency, suggest possible topics for consideration, and encourage good-faith efforts to develop and implement meaningful local plans.

The National Committee will be available on an ongoing basis as a resource to Local Committees and will review progress at the local level at least on an annual basis.

In these efforts, it is recognized that a great deal of initiative and imagination will be required by the local parties. While not intended to limit such innovation, the following are examples of appropriate areas the local parties may address:

1) identification of investments in the facility or equipment necessary to improve product quality or operational effectiveness;

2) the establishment of a team concept and/or pay-for-knowledge wage structure;

3) the identification of non-labor cost savings and efficiencies;

4) procedures and plans to review past outsourcing and outside contracting decisions, and identify opportunities for insourcing and new business;

5) the examination of new forms of work organization, such as job assignments relating to Just-in-Time or other quality enhancement systems;

6) procedures to review supervisory staffing and

support for the initiatives in this Job Security and Operational Effectiveness section of the JOBS Program;

7) a realignment in skilled classifications to a number of appropriate basic trades to support the needs of the operation or location;

8) the implementation of skilled trades team concepts;

9) initiatives to reduce chronic absenteeism;

10) procedures for improved access by the Local Joint Committee to product plans and other information affecting employment security and operational effectiveness, assuring confidential treatment of such information;

11) the establishment of work standards on operations that fully utilize employees;

12) the examination of alternative work schedules which provide greater employment opportunities.

Efforts of the local parties to improve operational effectiveness may require change or waiver of certain agreements or practices. It is understood that any such waivers, modifications or changes would not be effective unless agreed to by the local parties involved and approved in writing by the Delphi Corporation Labor Relations Staff and the General Motors Department of the Union. Such changes would be effective only at the location(s) specifically designated.

[See Par. (82)]
[See CSA #11]

APPENDIX L

SOURCING

During these negotiations, the Union raised numerous concerns about the Corporation's sourcing actions and the impact on employment opportunities. To that end, the Corporation will work with and assist the Union at both the Local and International levels to preserve jobs, replace jobs which may be lost by outsourcing action and to create jobs for Protected employees and laid off employees. It is an objective of the Corporation to grow the business and to continue to rely upon its employees and facilities as the source of its products. During the life of the current Agreement, the Corporation will advise, in writing, the Union members of the Sourcing Committee of the Labor Policy Board meeting results relative to sourcing recommendations, including the number of potential jobs affected. Additionally, data regarding incoming and outgoing work will be given to the International Union in a quarterly meeting. (The Corporation will provide inquiry access to the International Union through the use of a computer terminal.) In this manner, the parties can judge the success of mutual efforts toward improved job security. The Corporation agrees to incorporate the procedures and structure outlined herein when making sourcing determinations during the current Agreement.

The rationale for sourcing actions will consider the criteria of quality, technology, cost, timing, statutory requirements, occupational and related environmental health and safety issues, the impact on long-term job stability, the degree to which the Corporation's resources can be allocated to further capital expenditures, the overall financial stability of affected facilities, and the impact on related facilities. Other factors considered by the Corporation before a final sourcing decision is made will include the effect on

employment, and job and income security costs, on both a short and long-term basis. Such criteria shall give equal weight to the full impact of a sourcing action on Delphi-UAW represented employment levels and the job and income security of Delphi-UAW represented employees. The National Parties will jointly further develop the above criteria to be used to address sourcing issues. In developing this criteria transfer pricing profits will not be considered in making sourcing decisions. Only appropriate return on investment and burden will be considered.

Following the development of the sourcing criteria, the National Sourcing Committee may form Joint Task Forces to ensure full implementation of such criteria throughout the Corporation and, on an as needed basis, to address any specific sourcing areas of concern identified by the Union. Pertinent criteria will be applied consistently in comparisons of internal and external supply capability. The International Union and where appropriate the local union will be provided full and timely access to all appropriate data, including financial information, that is pertinent to evaluate product competitiveness and contemplated sourcing. The Union agrees to keep all such information confidential until the Corporation consents to its release. Further, in this regard, the plant Chairperson will designate in writing those Union representatives who will have access to the quote package and related information.

If the Local Committee cannot resolve a sourcing issue, it may file a grievance at the second step of the grievance procedure.

In addition, the following specific commitments have been made to address sourcing-related job security concerns of UAW members:

1. Insourcing

The Local JOBS Committee will discuss the practicality of insourcing, in whole or in part, work previously outsourced or new work which the Committee identifies as that which might be performed competitively within the location based on the criteria outlined above. To assist in this process, the International Union will be furnished a complete master file of commodities which will be used to generate a list of parts similar to those currently manufactured at the location that have been (1) outsourced from that location or (2) are currently manufactured by non-Delphi-UAW suppliers for Delphi Corporation. This list will be updated and expanded to include supplier expiration dates, supplier location (city and state), annual volume, and Union affiliation if known and will be furnished quarterly or as otherwise agreed by the National Parties. Thereafter, the parties will initiate efforts to insource particular work consistent with the aforementioned criteria to create prospects for growth and to provide jobs for Protected employees and employees on layoff.

If it is established that certain work can be performed competitively judged by the above criteria, management will adopt the Committee's proposal and barring unique or unforeseen circumstances, bring the work in-house. The Union shall thereafter obtain any necessary approval or ratification within 30 days of the decision to bring the work in-house.

Upon the National Sourcing Committee receiving written verification from the local JOBS Committee, insourcing credit will be given when:

Work previously outsourced (as documented in the sourcing database) is subsequently insourced and the local JOBS Committee verifies the actual employee impact on the plant floor; or

Work currently performed by an outside supplier that has never been produced inside the Corporation is subsequently insourced and the local JOBS Committee verifies actual manpower impact on the plant floor.

As an insourcing incentive, any work not covered in the two preceding paragraphs, which the Corporation contemplates producing in a UAW-represented location(s) and for which it desires insourcing credit, will be considered for such credit by the National Sourcing Committee, upon request from the local parties.

The National Parties recognize the importance of the local JOBS Committee reviewing the insourced jobs on the plant floor for accurate employee verification relative to insourcing notices.

2. Outsourcing

Outsourcing as used herein means the Corporation's sourcing of work from Delphi-UAW locations, including work connected with current, new or redesigned components and fabricated parts.

When the quoting process begins, the local Union at the affected location(s) will review and have access to the entire request for quotation package for this work along with cost book information. Upon receipt of this package at the plant, the Chairperson and the Personnel Director will indicate on the accompanying notice (Notice of Potential Outsourcing) that the information has been received. This notice will include a description of the work involved and will be mailed to the Vice President and Director of the General Motors Department of the UAW, and the Executive Director, Industrial Relations, Delphi Corporation.

Following receipt of the request for quotation package (or in the infrequent instances where a quote

package is not utilized), the local parties will have the opportunity to jointly develop a plan to perform the work competitively, judged by the criteria listed earlier in this Appendix. The local Union will be provided full and timely access to all appropriate data, including financial information that is pertinent to evaluate product competitiveness and the potential sourcing action. Prior to submission of the initial quote response, the information contained therein will be reviewed by the local parties.

At the close of the quoting process, the local parties will be advised in writing of the most favorable quote response which best meets customer requirements and the terms and conditions contained therein. If this quote response is other than the one submitted by the affected location(s), a written notice will be issued to the Chairperson which includes the reason for the potential outsourcing, the quote price from the affected location, if applicable, the terms and conditions of the most favorable quote response, the potential jobs impact, and the anticipated impact date. Thereafter, the local parties will be given an additional 30 days, or longer when possible, to meet the terms and conditions of the quote response referenced above. A copy of this notice will be sent to the Executive Director, Industrial Relations, Delphi Corporation and the Vice President and Director of the General Motors Department of the UAW.

If it is established that the work can be performed competitively, judged by the criteria listed earlier in this Appendix, Management will, barring unique and unforeseen circumstances, keep the work in-house. The Union shall thereafter obtain any necessary approvals or ratification within 30 days of the decision to keep the work in-house.

The sourcing authority will not enter into a contractual relationship with a non-Delphi-UAW

supplier until such time as the designated management representative of the impacted location provides written verification that the above notification procedure and discussion by the JOBS Committee, has taken place.

Additionally, International Union input will be sought by the Corporation and its Divisions as early as possible in the outsourcing decision-making process in order to allow for more thorough discussion and to permit the parties to better assess the impact of outsourcing on the long-term job stability of employees and the financial viability of given Corporate locations.

The Corporation agrees to a full disclosure to the International Union of the procedures utilized in sourcing activities.

3. *Temporary Outsourcing*

The National Parties agree that temporary outsourcing is not intended to provide a means for circumvention and abuse of the normal outsourcing notification procedures outlined in this Agreement. Outsourcing notices issued for temporary situations such as: breakdown of machinery or equipment, plant rearrangement and/or modernization, spot buys, model changeovers, and factory assists, etc., will be incorporated in the Quarterly Sourcing Report. By incorporating these occurrences in the Quarterly Sourcing Report, it is mutually understood that legitimate temporary outsourcing will not be considered in determining the Corporation's hiring requirements, pursuant to Appendix K, due to the scheduled return of the outsourced work.

The National Parties will monitor all temporary outsourcing to assure the return of such work in a timely fashion in keeping with the intent of this Appendix and Appendix K.

Beginning with the effective date of this Agreement, Temporary Outsourcing Notices which remain open 30 days beyond the date the work was projected to be returned will be converted to permanent notices and the manpower associated with the work will be counted in the Net Sourcing calculation under Appendix K. Upon return of the work after a notice has been converted-to permanent status, a notice of insourcing will be issued to the impacted location.

The Parties understand that circumstances do arise wherein the projected return date of temporarily sourced work legitimately requires an extension and the above provisions are not intended to create Appendix K liabilities in those circumstances.

Any questions or problems that may arise relative to the meaning and intent of this understanding will be reviewed and resolved by the National Parties on a case-by-case basis.

4. Future Product Sourcing

Delphi Corporation and the UAW recognize that early Union involvement in product development is key to the future success of Delphi and the International Union. In that regard, the Corporation and its Divisions will provide the International Union with early knowledge and the opportunity for input to sourcing decisions for current, redesigned, new and future systems, subsystems or component parts, products, and new technologies, both automotive and non-automotive.

In order to accomplish this information sharing, on a semi-annual basis, a confidential review of new technologies, including "on the shelf" items as well as technologies in development within the Innovation Centers will be attended by the Vice Chairman and Chief Technology Officer for Delphi Corporation, the Vice President, Human Resource Management,

Delphi Corporation and the Vice President and Director of the General Motors Department of the UAW. In reviewing the above listed processes and technologies, additional Corporate representatives may be invited to attend this meeting so that any input from the UAW related to Industrial Relations, Enterprise Technology, Business Sectors and Innovation Centers can be understood and considered in contemplated sourcing decisions.

Additionally, the Assistant Director of the UAW National Sourcing Department will attend a monthly meeting of the Corporation's Sector and Divisional Presidents in order to discuss potential insourcing opportunities and outsourcing issues as well as to offer the UAW's perspectives on other Delphi business opportunities related to the above listed processes and technologies.

Bi-monthly Divisional reviews with the members of the National Sourcing Committee, the International UAW Servicing Representatives and the Divisional Business Line Executive will be scheduled to review the above listed processes, sourcing issues and technologies, as well as current and future programs. Information discussed at this meeting will typically include program objectives, major program milestone dates, marketing objectives, customer requirements, potential manufacturing capabilities, capacities, and technology issues.

Additional product reviews with Business Line Executives will be held bi-monthly or as required. Members of the UAW National Sourcing Committee and the UAW International Servicing Representatives shall have the responsibility for working with Business Line Executives and other appropriate Corporation personnel to ensure proper implementation of the Appendix L provisions and commitments related to the above listed processes, sourcing issues and technologies.

Furthermore, the UAW-Delphi Future Product Representative will interface with appropriate Business Line personnel, such as Product Line Managers, so as to gain information and knowledge and to provide input into developing successful business cases to implement the sourcing objectives and commitments outlined in Appendix L.

The Corporation agrees not to use the results of such discussions to obtain more attractive contract terms from outside suppliers in lieu of keeping the work in-house.

If requested, higher level meetings or discussions on these matters will be scheduled.

The implementation of this process should provide the parties with the mechanism to enhance opportunities to utilize internal resources and to competitively grow the business within UAW represented facilities. Any changes to the Corporation's organizational structure, product development process or business practices will not be used to circumvent or reduce UAW involvement.

The commitments expressed in this Appendix are intended to contribute significantly to our cooperatively working together to provide Delphi employees in the United States improved job security by growing the business.

MEMORANDUM OF AGREEMENT WELDING EQUIPMENT MAINTENANCE AND REPAIR (WEMR) CLASSIFICATION

The parties agree that the below listed documents (copies attached) shall continue in effect:

1. Memorandum of Agreement dated March 15, 1972.

2. Mr. Irving Bluestone's letter to Mr. George B. Morris, Jr. dated March 16, 1972.

3. The Welding Equipment Maintenance and Repair Apprentice Schedule agreed upon by the GM-UAW Skilled Trades and Apprentice Committee on May 18, 1972.

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)	**Delphi Corporation**
Richard Shoemaker	Ralph E. Handley
Jim Beardsley	Ed Goettl
Henderson Slaughter	Bernard J. Quick
Joe Spring	

MEMORANDUM OF AGREEMENT

In accordance with Paragraph 5 of the Memorandum of Agreement concerning the Welding Equipment Maintenance and Repair (WEMR) classification dated November 11, 1970, the parties agree to the following:

1. The Fisher Body - Grand Blanc WEMR Guidelines shall not be implemented at the following Fisher Body Fabricating Plants: Mansfield, Pittsburgh, Kalamazoo, Marion, Hamilton, Chicago, Cleveland Coit Road. Accordingly, as soon as practicable, but in any event within thirty (30) days, WEMR assignments in these plants shall be made as they were prior to the November 11, 1970 WEMR agreement.

2. At Fisher Body - Grand Rapids #1, the WEMR Guidelines, as they relate to construction and maintenance, shall remain in effect as implemented by the local parties on July 19, 1971. The WEMR Guidelines as they relate to installation shall not be implemented. Assignments related to installation shall be made as they were prior to the November 11, 1970 WEMR agreement.

3. At Fisher Body - Lordstown, the WEMR Guidelines will be implemented with the understanding that certain matters presently in dispute will be subject to the provisions of Paragraph (182) of the National Agreement.

4. There shall be no liabilities related to necessary action Management may take to implement this memorandum.

International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW)	General Motors Corporation
Irving Bluestone	Robert W. Clark
Frank James	J. A. Mollica
Rudy Pale	W. K. Myers
Lester D. Bryan	
Dated: March 15, 1972	**Dated: March 15, 1972**

March 16, 1972

General Motors Corporation
General Motors Building
Detroit, Michigan 48202

Attention: Mr. G. B. Morris, Jr.
Vice President

Gentlemen:

Pursuant to our letter to Mr. E. R. Bramblett of November 11, 1970, and in conjunction with the conclusion of the Memorandum of Agreement dated March 15, 1972, dealing with the Welding Equipment Maintenance and Repair (WEMR) classification, the parties discussed at length a standard apprentice program for this classification in the Fisher Body fabricating plants.

This letter is to confirm the understandings reached during these discussions concerning such an apprentice program.

Specifically,

1. Within sixty (60) days of the date of this letter, the GM-UAW Skilled Trades and Apprentice Committee shall work out the details of a standard 4-year apprentice program for the Welding Equipment Maintenance and Repair classification.

2. Thereafter the Corporation may implement such standard program at the following Fisher Body fabricating plants: Grand Rapids #1, Hamilton, Kalamazoo, Marion, Grand Blanc and Cleveland. Any apprentices indentured into this standard program shall be trained in accordance with the program's schedule.

3. If in the future an apprentice program is implemented at the Fisher Body fabricating plants in Chicago, Mansfield, Pittsburgh and Lordstown, it will be by agreement of the GM-UAW Skilled Trades and Apprentice Committee.

Sincerely,

Irving Bluestone,
Director
General Motors
Department

IB:sjw
opeiu42

WELDING EQUIPMENT MAINTENANCE AND REPAIR

Shop Training Schedule	Approximate Hours
1. Operation of Hand and Power Tools	80
2. Maintenance, Repair, Setup, Tryout Production Welding Equipment Including Guns, Manipulators and Other Related Mechanical Devices	2220
3. Maintenance, Repair, Setup, Tryout Related Production Welding Equipment such as Fixtures, Safety Devices and Shuttles	2100
4. Maintenance, Repair, Setup, Tryout Components of Electrical, Air and Fluid Systems, Associated with Production Welding Operations	2000
5. Other Related Work Build and Re-Build Welding Guns, Hoses, Cables; Dress Electrodes	240
6. Optional	688
7. Safety Instruction	—
Total	7328

Suggested Related Training	
Math	144
Science	252
Shop	72
Drawing	36
Unassigned	72
Total	576

Shop and Related Training - TOTAL 7904 Hours

WEMR GUIDELINES

The original construction of Welding and Non-Welding Fixtures will be a proper part of the "Tool Maker" classification.

The construction of new details and parts for incorporating engineering changes on welding fixtures will be a proper part of the "Tool Maker" classification. Installation of these details on the fixtures during original construction will be a proper part of the "Tool Maker" classification, and the installation of these details and parts into fixtures during a model run will be a responsibility of the "Welding Equipment - Maintenance and Repair" classification.

Those fixtures constructed in this plant will be piped and wired during initial construction by employees in the "Pipefitter" and "Electrician" classifications respectively.

The original wiring of electrical control panels performed in the plant will be a proper part of the "Electrician" classification of labor.

The original wiring to a junction box on non-welding fixtures during initial construction is a proper part of the "Electrician" classification of labor.

The original installation of free-standing welding and non-welding fixtures into the Metal Assembly Department will be considered a proper part of the "Millwright" classification.

The Union referred to Paragraph 12 of Management's proposed Skilled Trades Settlement Agreement and inquired which classification of labor would be responsible for the installation of non-welding fixtures into a line in the Metal Assembly Department.

Management stated that the necessary wiring and

piping to and from non-welding fixtures which are installed into a line in the Metal Assembly Department will be the responsibility of the "Electrician" and "Pipefitter" classifications respectively during initial construction. The synchronization of such equipment into an existing line, however, will be a responsibility of the "Welding Equipment - Maintenance & Repair" classification of labor. If the installation of the new details required for an engineering change necessitated the installation of new piping from the main supply valve, the work of installing the new piping would be a proper part of the "Pipefitter" classification.

The Union referred to the recent addition of several operations on the ME Line in the Metal Assembly Department which the Union had contended at that time was a new installation and inquired how Management's proposed Skilled Trades Settlement would affect such work in the future.

Management stated that it was the intent of its proposed settlement to consider such work as new installation which would, therefore, be a responsibility of the Plant Maintenance Department and "Die Maker - Devices" classification. As with the installation of the non-welding fixture referred to above, however, the synchronization of the new operations with the existing line would be a responsibility of the Welder Maintenance Department.

The Union referred to the automatic turnover at the end of the door lines in the Metal Assembly Department which are currently a responsibility of the "Welding Equipment - Maintenance & Repair" classification and inquired how Management's proposed Skilled Trades Settlement would affect this work.

Management stated that the turnover device at the end of the door lines in the Metal Assembly Department would be maintained by the Plant Maintenance

Department since it could be considered as an out-of-the-line operation. In this regard, however, Management stated that such a turnover in-line would be the responsibility of the Welder Maintenance Department.

Management referred to Paragraph No. 9 of its proposed Skilled Trades Settlement Agreement and stated that all fixtures constructed in this plant whether they are to be shipped to another plant or to be used in this plant will in the future be piped and wired during initial construction by employees in the "Pipefitter" and "Electrician" classifications respectively. In addition, the piping and wiring on those fixtures constructed outside the plant for use in this plant which have not been piped and/or wired will be the responsibility of the "Pipefitter" and "Electrician" classifications respectively. In the past, Management stated, the piping and wiring on those fixtures constructed in this plant for use at this location were the responsibility of the "Welding Equipment - Maintenance & Repair" classification. Likewise, Management stated, the original wiring of electrical control panels which was previously the responsibility of the Welder Maintenance Department would in accordance with its proposed settlement agreement be a proper part of the "Electrician" classification of labor. In this regard, if, for example, it is necessary to replace individual wires in a control panel during a production run, such work will be assigned to the "Welding Equipment - Maintenance & Repair" classification; however, if on the other hand it is necessary to partially or completely rewire a control panel, whether or not such work is performed in-line, the task of rewiring the control panel will be a proper part of the "Electrician" classification of labor.

The Union referred to a current appeal case wherein the Union is protesting the assignment of employees in

the "Welding Equipment - Maintenance & Repair" classification to the task of jumping the lubrication system on a welding press in the Metal Assembly Department and inquired if Management's proposed Skilled Trades Settlement language would affect the assignment of such work in the future.

Management stated that the lubrication system on the welding press in question had been jumped to complete tryout of that line, and such work would continue to be a responsibility of the "Welding Equipment - Maintenance & Repair" classification. In this regard, Management stated that the repair of mechanical systems on welding presses would be a responsibility of the Plant Maintenance Department but repairs to the electrical systems on welding presses, except the press drive motor, would continue to be a responsibility of the Welder Maintenance Department.

Management stated that the installation of air circuitry controls of the mechanical handling equipment during new construction will be a proper part of the "Pipefitter" classification. Modification of air circuitry will, likewise, be a proper part of the "Pipefitter" classification of labor. Trouble shooting and maintenance of such control units will in the Press Department be a responsibility of the "Die Maker - Devices" classification and in the Metal Assembly Department of the "Welding Equipment - Maintenance & Repair" classification. Management stated, however, that maintenance of such units referred to, for example, repairing or replacing a broken hose, changing filters, changing valves, adjusting air flow, etc., and in no way implied stripping down and rebuilding an entire control unit. The stripping down and rebuilding of air circuitry control units performed by plant employees, whether performed in-line or off-line, will be a proper part of the "Pipefitter" classification.

The Union referred to the "dope" dispensing fixture on the MA Line in the Metal Assembly Department and stated that the maintenance of this unit has historically been a responsibility of the "Pipefitter" classification and stated that it was its opinion that this fixture should continue to be maintained by Pipefitters even though an air circuitry control unit had recently been installed on this fixture.

Management stated that it concurred with the Union in this regard, and since air circuitry controls were installed on a piece of equipment previously maintained by the "Pipefitter" classification, such controls should in the future be maintained by that classification of labor.

Management stated that modifications on the electrical circuit on mechanical manipulators will be a proper part of the "Electrician" classification. Trouble shooting and maintenance of such units will in the Press Department be a responsibility of the "Die Maker - Devices" classification and in the Metal Assembly Department of the "Welding Equipment - Maintenance & Repair" classification. The maintenance of such units in no way implies stripping down and rebuilding the entire electrical circuit. The stripping down and rebuilding of the electrical circuit on mechanical manipulators performed by plant employees, whether performed in-line or off-line, will be a proper part of the "Electrician" classification.

It will be the general operating practice that the maintenance of shuttle rails between welding operations in the Press Department will be a proper part of the "Die Maker - Devices" classification. The synchronization of shuttle units with the welding operations will be a proper part of the "Welding Equipment - Maintenance & Repair" classification.

MEMORANDUM OF UNDERSTANDING ON OVERTIME

Introduction

The parties recognize that the manufacturing operations of the Corporation are highly and completely integrated. An interruption at one stage of the production process, whether during the regular work day, work week, or overtime or other premium hours, can, and probably will, cause costly interruptions of the process at earlier and/or later stages. This Memorandum represents an accommodation between the needs of the Corporation and the rights of individual employees to decline overtime work on occasion for a variety of individual and personal reasons.

The parties have earnestly sought during negotiations resulting in the contract dated today, feasible steps that the Corporation might take in scheduling overtime work to provide employees an opportunity to accept or decline work opportunities during such periods, and have reached the following understanding which shall constitute a supplement to the National Agreement.

In order to accommodate the scheduling of overtime in a manner compatible with changing production requirements, while preserving the right of employees to decline overtime, Local Plant Management will make an election once each model year to schedule overtime operations in accordance with Plan A or Plan B below.

PLAN A

1. Daily Overtime

Hours in excess of nine (9) hours worked per shift shall be voluntary, except as otherwise provided in this Memorandum of Understanding, for an employee who shall have notified Management in accordance with Paragraph 8.

2. Saturday Overtime

Employees may be required to work Saturdays; however, except as otherwise provided in this Memorandum of Understanding, an employee who has worked two or more consecutive Saturdays may decline to work the following (third) Saturday provided (a) the employee shall have notified Management in accordance with Paragraph 8, and (b) the employee has not been absent for any reason (excluding absences for which pay is received under Paragraphs [194], [203], [218] and [218b]) on any day during the week preceding the Saturday. Absences excluded under Paragraph (194) must be excused. For purposes of this Paragraph, Saturday work shall not include hours worked on Saturday by employees regularly scheduled to work Saturday or any portion thereof as the normal fifth day worked such as (i) an employee whose shift starts Friday and continues into Saturday, or (ii) an employee who is assigned to work on No. 1 Shift (Midnight) operations regularly scheduled to start with the No. 1 Shift (Midnight) Tuesday.

3. Sunday Overtime

Except as otherwise provided in this Memorandum of Understanding, overtime work on Sundays shall be voluntary and employees may decline to work Sunday; provided that (a) the employee shall have notified Management in accordance with Paragraph 8, and (b) the employee has not been absent for any reason (excluding absences for which pay is received under Paragraphs [194], [203], [218] and [218b]) on any day during the week preceding such Sunday, except for a Saturday which employee declined to work pursuant to Paragraph 2 above. Absences excluded under Paragraph (194) must be excused. For purposes of this Paragraph, Sunday work shall not include those hours worked on Sunday which are part of an employee's normal five-day work week (Sunday P.M. through Friday A.M.)

PLAN B

4. Daily Overtime

Daily hours in excess of ten (10) hours worked per shift and Saturday hours in excess of eight (8) hours per shift shall be voluntary, except as otherwise provided in this Memorandum of Understanding.

5. Saturday Overtime

Management shall have the right to designate, during a model year period, beginning at the completion of the model launch exemption period stated in Paragraph 10 below, and ending two weeks preceding the announced model build-out, six Saturdays as non-voluntary overtime work days. All other Saturdays are voluntary, except as otherwise provided in this Memorandum of Understanding, and employees may decline to work any other Saturday during such model year, provided (a) they shall have notified Management in accordance with Paragraph 8, and (b) they have not been absent for any reason on any day during the week preceding any Saturday which they elect not to work (excluding absences for which pay is received under Paragraphs [194], [203], [218] and [218b]). Absences excluded under Paragraph (194) must be excused.

6. Sunday Overtime

The provisions of Paragraph 3 shall apply.

7. This Memorandum of Understanding shall not apply to employees working on what are normally classified as seven (7) day operations. The International Union may bring to the attention of the Corporation any overtime problems connected with employees on such operations.

8. Notice

With respect to all voluntary hours provided for in this

Memorandum of Understanding in a given week, the employee may decline to work such hours if the employee notifies the employee's supervisor on a form to be provided by Management before the end of the shift on the preceding Wednesday provided the employee has been notified of the overtime schedules for such week not later than the preceding day. If the employee is not so notified, the employee shall give such notice to the employee's supervisor before the end of the shift following the day of such notice, provided that if the employee is not so notified until the week in which the overtime is scheduled, the employee shall give such notice by the end of the shift in which the employee receives such notice from Management.

9. Critical Plants

A. Critical plants or parts of plants are those that are crucial to the integrated supply system of the Corporation and whose output is essential to meeting the scheduled production of one or more other plants or of customers, and as a result, must operate, in whole or in part, seven (7) days a week.

B. The Corporation may, from time to time, designate plants or parts of plants as critical, provided, however, that fifteen (15) days prior to making such designations, it will inform the GM Department of the International Union, which will indicate its objections, if any, to a plant or plants being so designated.

C. Any plant or part thereof that the Corporation designates as critical, shall, for a period of ninety (90) days after it is so designated, be exempt from the provisions of this Memorandum of Understanding that limit or restrict the right of the Corporation to require employees to work daily overtime or on Saturdays or Sundays or entitle employees to decline to work at such times. After a plant or part of a plant has been initially designated as critical, it may thereafter be redesignated as such by mutual agreement.

10. Annual Automatic Exemptions

A. The provisions of this Memorandum of Understanding that limit or restrict the right of the Corporation to require employees to work daily overtime or Saturdays or Sundays shall be ineffective in each assembly plant (a) beginning on a date two (2) weeks preceding the announced build-out date and ending on the build-out date, i.e., when the plant produces for sale the last unit of the model it has been producing; provided, however, the above-mentioned provisions may be ineffective for up to two (2) additional weeks, provided the Corporation gives advance notice of supply or other problems which would interfere with the build-out, and (b) for the week in which it launches, i.e., after the build-out, frames the first unit of a new model, and for three (3) weeks thereafter or until the line reaches scheduled production, whichever is later.

B. Said provisions shall likewise be ineffective during model change time each year in plants other than vehicle assembly plants for periods to be designated by Plant Management that shall not exceed, in the aggregate, four (4) weeks. Local Unions will be advised in advance of such designated periods.

11. Concerted Activity

A. Any right to decline daily overtime or Saturday or Sunday work that this Memorandum of Understanding 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 the terms, purpose or intent of this Paragraph shall, in addition to subjecting the employee to discipline, nullify

for one (1) month (not including the periods mentioned in Paragraph 10 above) the employee's right to decline overtime.

B. The Corporation shall have the right to suspend for a period of two (2) weeks (not including the periods mentioned in Paragraph 10 above) as to an affected plant or part of a plant the provisions of this Memorandum of Understanding that limit or restrict its right to require employees to work daily overtime or Saturdays or Sundays, or that entitle employees to elect not to work daily overtime or on Saturdays and Sundays, in the event employees collusively, concertedly or in response to the influence of any employee, or group of employees, or the Union (i) fail or refuse to report for daily overtime work or work on Saturday or Sunday that they have not declined as herein provided, or (ii) decline, as so provided, daily overtime work or work on Saturday or Sunday. If employees who are scheduled to work daily overtime in a plant or department or on Saturday or Sunday fail or refuse to work as scheduled in significantly greater numbers than the Corporation's experience under this Memorandum can reasonably lead it to expect, such evidence should be carefully considered by the Umpire in any decision involving the question of whether their failing or refusing to work the scheduled hours was collusive, concerted or influenced by other persons. The Union shall have the right to present directly to the Umpire any claim that the Corporation has acted wrongly in suspending the provisions of this Memorandum as to employees or a plant or part thereof. If the Umpire sustains the Union's claim, the Corporation shall, within sixty (60) days of the date of the Umpire's award, give each affected employee the right to decline work on as many daily overtime days or Saturdays or Sundays as such right was suspended.

12. Emergencies

The provisions of this Memorandum of

Understanding that limit or restrict the right of Management to require employees to work daily overtime or Saturdays or Sundays shall be suspended in any plant whose operations are interrupted by emergency situations, such as single breakdowns of four hours or more, government mandated work, power shortages, strike, fire, tornado, flood or acts of God, for a period of time necessary to overcome such emergencies.

Any breakdown is to be considered justification for suspending the limitations on Management's right to require overtime work for purposes of correcting the breakdown itself; Management's right to suspend such limitations for the purpose of making up lost production is, however, in the case of breakdowns, limited to production lost as the result of single breakdowns of four or more hours.

13. Exempt Operation

Employees on over the road trucking operations shall be exempt from the provisions of this Memorandum of Understanding.

14. New Plants

The provisions of this Memorandum of Understanding that limit or restrict the right of the Corporation to require daily overtime work or work on Saturdays and Sundays shall be ineffective at any plant the Corporation builds or buys and remodels for a period of one year after regular production in such plant starts.

15. SUB

Daily overtime hours or Saturday or Sunday work that an employee declines under the terms of this Memorandum of Understanding shall be deemed "Compensated or Available Hours" within the meaning of the Supplemental Unemployment Benefit Plan.

16. General

A. In order to implement this Memorandum, the Corporation shall have the right to hire temporary part-time employees for straight-time, overtime or weekend work in any plant. Such temporary part-time employees shall not be entitled to Saturday or Sunday overtime premium pay, except as required by law, until they are qualified to perform the work to which they are assigned or for fifteen (15) working days, whichever is sooner.

As to skilled trades work such part-time employees will be qualified to perform the work. The term "qualified" will conform with the skilled trades provisions of the National Agreement.

B. Nothing herein shall preclude a plant from expanding its work force beyond the normal requirements of its operations by hiring new employees and adopting a program pursuant to which employees of said plant may have one (1) or two (2) days off per week (which days need not be Saturdays or Sundays); provided, however, that work performed on Saturday or Sunday shall be at present premium rates. Plans for such a program shall be discussed in advance with the GM Department of the International Union, and any system of rotating days off among some or all of the employees shall be by mutual agreement between the Local Union and the Plant Management.

C. Nothing in this Memorandum of Understanding shall make ineffective any local past practice or agreement concerning voluntary overtime that is mutually satisfactory to the Local Union and the Plant Management.

D. It is understood that each bargaining unit shall have the option of applying this Memorandum of Understanding to skilled trades employees as a group, and not to non-skilled trades employees as a group, and vice versa. For the purpose only of exercising this

option, non-skilled trades employees whose work is supportive of skilled trades employees work will vote with the skilled trades employees as a group and skilled trades employees whose work is supportive of non-skilled trades employees work will vote with the non-skilled trades employees as a group. The local Union will notify the local Management in writing of its election not later than October 1st of that year. In plants where the election is to continue the application of this Memorandum, it shall continue without interruption. In plants where the bargaining unit elects for the first time to apply this Memorandum the effective date at such location will be November 1st of that year.

Further, if a bargaining unit elects to apply this Memorandum as provided herein, thereafter the local parties may mutually agree in writing from time to time to suspend the terms of this Memorandum for specified periods during which periods previous mutually satisfactory local practices and agreements in regard to voluntary overtime, overtime equalization and augmentation will apply. A copy of all such agreements will be forwarded to the International Union and the Corporation.

During the life of this Agreement, in the event the Local Plant Management changes its designation to schedule overtime operations from Plan A to Plan B or from Plan B to Plan A as provided herein, the bargaining unit employees may conduct another vote as provided in this Paragraph (16D) and notify the local Management in writing of its election within 30 days following the notice of change by the Local Plant Management.

E. Nothing in this Memorandum of Understanding shall make ineffective any local agreement pertaining to overtime equalization or augmentation.

F. Problems which may not be foreseen in the administration of the voluntary overtime concept which

may affect the ability of the Corporation to operate efficiently may arise during the course of the current National Agreement. In such event, the matter will be raised at the Corporation-International Union level for resolution.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this 18th day of September, 2003.

International Union, UAW	**Delphi Corporation**
RICHARD SHOEMAKER	RALPH E. HANDLEY
JIM BEARDSLEY	ED GOETTL
HENDERSON SLAUGHTER	BERNARD J. QUICK
JOE SPRING	

[See Par. (71),(85)(a)-(c),(86),(87)]
[See Memo-Joint Activities,Funding]
[See Doc. 83,111.116]

MEMORANDUM OF UNDERSTANDING ON WORK CENTERS

During the 1967 negotiations, the Union requested that a Work Center be furnished in each plant where designated Union representatives could meet internally regarding representation matters, prepare statements required by the Grievance Procedure Section of the National Agreement, and keep files necessary to carry out their representation functions. By letter to the International Union dated December 15, 1967 from Mr. L. G. Seaton, Vice President, the Corporation agreed to provide such Work Centers in certain plants of the Corporation with certain contingencies.

During 1976 negotiations the Corporation brought to the attention of the International Union alleged abuses which the Corporation claimed existed in the operation of the Work Centers at some locations. As a result of those discussions, it was agreed as follows:

1. Local Management may bring to the attention of the Local Union Shop Committee and Regional Servicing Representative any alleged abuses in the operation of the Work Center. The parties will attempt to resolve the issue.

2. Should the discussions between Local Management and the Local Union Shop Committee and Regional Servicing Representative fail to resolve the matter, Local Management may advise the Labor Relations Staff of Delphi Corporation which in turn may bring the matter to the attention of the UAW General Motors Department for discussion. The General Motors Department will dispatch one or more of its staff representatives to examine the alleged abuses at the plant site.

3. If the problem is still not resolved it may be referred by either of the parties to the Labor Relations Staff of

the Corporation and the General Motors Department of the International Union. The International Union and the Corporation will determine the necessary corrective action.

Utilization of Work Centers

1. Usual office type equipment such as typewriters and duplicating machines may be furnished by the Local Union for use in the Work Center. In such instances, the plant procedures for bringing and removing personal property into and from the plant must be followed.

2. A notice will be placed at the entrance of each Union Work Center explaining the function of the facility and expressly prohibiting unauthorized entrance by persons other than the Shop Committee.

3. Pictures, calendars, cardboard, etc., will not be affixed to the windows, nor will the view be obscured in any manner.

4. A window opening similar to a cashier's window will be installed in each Union Work Center so that employees with a bona fide question or inquiry can receive necessary service without entering the Union Work Center.

5. Lighting will be provided in such a manner that it cannot be extinguished during times that Shop Committeeperson are in the plant.

6. Non-duplicating keys or magnetic keys will be issued to members of the Shop Committee, and the Work Center will be locked to prohibit entry by unauthorized persons.

7. At each plant location a joint examination of the furniture in the Work Center will be made within ninety (90) days of the effective date of the National

Agreement. Furniture that is unsatisfactory will be repaired or replaced. Union representatives will exercise care in using the facilities and good housekeeping practices will be followed.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this 18th day of September, 2003.

International Union, UAW	Delphi Corporation
RICHARD SHOEMAKER	RALPH E. HANDLEY
JIM BEARDSLEY	ED GOETTL
HENDERSON SLAUGHTER	BERNARD J. QUICK
JOE SPRING	

[See Doc. 73-76]

MEMORANDUM OF UNDERSTANDING
JOINT ACTIVITIES

During current negotiations, the parties discussed the challenges in the marketplace from both foreign and domestic competitors. There is mutual recognition that these challenges require a fundamental change to maximize the potential of our human resources. This change can occur only by building on our current joint efforts and by fostering a spirit of cooperation and mutual dedication that will permit the full development of the skills of our people and meaningful involvement in the decision-making process. Success in these endeavors benefits all of the parties: the UAW through a strong and viable membership; the employees through job satisfaction and job security; and the Corporation through achieving its goal of becoming a world class competitor.

The parties agree that in order to make constructive progress in this regard, there is a need to reach a common understanding of the concept of "jointness" and to establish a facilitating mechanism to assure that the various programs related to changes in the work environment are appropriately and effectively administered.

The term "jointness" is understood to mean that concepts for these activities be jointly developed, implemented, monitored, and evaluated. Furthermore, decisions must be arrived at in a setting which is characterized by the parties working together in an atmosphere of trust; making mutual decisions at all levels which respect the concerns and interests of the parties involved; sharing responsibility for the problem solving process; and sharing the rewards of achieving common goals.

The parties agree that the appropriate facilitating mechanism for joint endeavors is the Executive Board - Joint Activities (Executive Board).

I. EXECUTIVE BOARD-JOINT ACTIVITIES

It is agreed the Co-Directors of the Executive Board will be the Group Vice President, Manufacturing and Labor Relations of General Motors Corporation and the Vice President and Director of the GM Department of the UAW. Each will appoint an equal number of persons as members of the Executive Board. The Vice President, Human Resource Management, Delphi Corporation will also serve as a member of the Executive Board.

The Executive Board will actively direct and support the National Joint Skill Development and Training Committee, the National Joint Committee on Health and Safety, the National Committee on Attendance, the National Work/Family Program Committee, the Tuition Assistance Program, JOBS Program, Paid Educational Leave, and other national joint committees and activities as may be mutually agreed to by the Union and the Corporation.

The duties and responsibilities of the Executive Board will include, but not be limited to, the following:

A. Setting policies and providing guidelines;

B. Allocating funds for projects and activities;

C. Monitoring expenditures for approved projects and activities;

D. Coordinating the efforts of the National Committees referred above;

E. Evaluating and auditing the ongoing performance and results of these committees;

F. Review and approve proposals for National meetings, conferences, and workshops;

G. Integrate Joint Activities with Corporate structures and business decisions;

H. Keeping UAW leadership and Corporate management informed of joint Union-Management activities and the progress of the national committees in achieving their objectives, including convening regular joint meetings at the Division and Staff level to promote the coordination, delivery and implementation of effective human resource development programs and processes throughout the plants as well as to share appropriate business and joint activity information.

The Vice President, Human Resource Management, Delphi Corporation and the Vice President and Director of the GM Department of the UAW will appoint an equal number of representatives from their organizations to serve on the Joint National Committees. Additional persons external to either party may also be appointed with the mutual approval of the Co-Directors.

II. LOCAL JOINT ACTIVITIES COMMITTEE

During current negotiations, the parties discussed the need to focus the responsibility for all local joint activities on those individuals who have primary responsibility for their success and to enhance their effectiveness through improved information sharing, priority and goal setting, resource allocation and the elimination of duplication.

Accordingly, the parties agree that the appropriate local facilitating mechanism for all local joint activities is the Local Joint Activities Committee consisting of the President of the Local Union, Shop Committee Chairperson and members of the Shop Committee, Plant Manager, Personnel Director and other appropriate Management Representatives. The Local Joint Activities Committee is responsible for actively supporting and directing the Local Joint Skill Development and Training Program, Local Human Resource Development

Process, Local J.O.B.S. activities and to provide coordination among all other local joint activities such as Health and Safety, Work/Family, Quality Network, etc. The UAW Regional Director and/or their representatives should be fully involved regarding joint activities including actions of the Local Joint Activities Committee.

The duties and responsibilities of the Local Joint Activities Committee include the following:

A. Provide structure for integrating all joint efforts.

B. Set local policies/guidelines to enhance each joint activity.

C. Integrate joint activities with business operations through a joint planning process.

D. Allocate and monitor local joint funds and other resources in accordance with this memorandum and national guidelines in support of all joint activities.

E. Insure UAW Joint Training Representative(s) are involved in the preparation of training budgets/plans directed at UAW represented Delphi employees.

F. Monitor and evaluate the performance and results of joint activities and provide positive recognition and/or corrective direction as required.

G. Regularly exchange information on plant operations and communicate appropriate information to all employees.

H. Keep UAW/Corporation leadership including the Executive Board - Joint Activities informed of the status and progress of joint activities.

I. Approve and implement training plans directed at UAW represented Delphi employees.

Additionally, the Joint Activities Annual Summary should serve as the reporting mechanism to the Center for Human Resources (CHR) and must be submitted to the CHR by January 31 each year by the Joint Activities Representative(s).

The Union will be fully involved in all phases of training including analysis and development that is directed at UAW-represented employees. When such employees will be impacted by training and manual specifications for equipment and manufacturing systems, Union input with respect to development and delivery of training will be obtained by either Management's Divisional or plant training personnel prior to Delphi signing off on the specifications.

In situations where mutual agreement regarding joint activities cannot be reached locally, either party may appeal the issue to the National Joint Skill Development and Training Committee for resolution.

III. FUNDING

A. NATIONAL FUNDS

It is agreed that the Corporation will make available funding at five cents (5¢) per hour worked for use at the national level. Further, the Corporation will make available additional funding up to $5.00 per overtime hour worked in incremental amounts in excess of five percent (5%) of straight time hours worked (calculated on a twelve month rolling average). Such additional funding will be calculated in accordance with the following incremental table:

Overtime Hours as Percent of Straight Time Hours	Additional Amount Per Hour
5% or less	$0.00
Greater than 5% thru 12%	1.25
Greater than 12% thru 13%	1.50
Greater than 13% thru 14%	2.00
Greater than 14% thru 15%	2.50
Greater than 15% thru 16%	3.00
Greater than 16% thru 17%	3.50
Greater than 17% thru 18%	4.00
Greater than 18% thru 19%	4.50
Greater than 19%	5.00

B. RESERVOIR AND LOCAL FUNDS

It is agreed that the Corporation will make available funding at ten cents (10¢) per hour worked for use either in the plants (LOCAL FUNDS) or certain nationally approved projects (RESERVOIR FUNDS). The parties will allocate the ten cents (10¢) between LOCAL FUNDS and RESERVOIR FUNDS on an as required basis over the term of the Agreement. Funds allocated as RESERVOIR FUNDS may be used for national activities, upon approval of the Executive Board - Joint Activities.

C. FUNDING UNDER 1992 NATIONAL AGREEMENT

It is agreed that uncommitted funding balances accrued under the 1992 National Agreement in both the five cents (5¢) per hour fund and the ten cents (10¢) per hour (LOCAL FUNDS) and (RESERVOIR FUNDS) as of September 18, 2003 will be carried forward under the new National Agreement. Subsequent to September 18, 2003 a final reconciliation and balancing of

accounts, expenditures and commitments as of September 18, 2003 will occur. Thereafter, the remaining funds will be available for the parties.

D. AGREEMENT EXPIRATION

In the event the parties should agree to discontinue, in whole or in part, this Memorandum prior to the expiration date of the new National Agreement, or upon expiration, the parties shall meet to discuss any problems arising out of the termination. After reconciliation of claims, commitments, and accruals through the expiration date of the new National Agreement, remaining NATIONAL, RESERVOIR and LOCAL FUNDS shall be disposed of in such manner as the parties shall agree consistent with the objectives of this Memorandum.

IV. APPROVAL PROCESS

A. NATIONAL AND RESERVOIR FUNDS

Requests for authorization to expend either NATIONAL FUNDS or RESERVOIR FUNDS must be approved in advance by the National Joint Skill Development and Training Committee and the Executive Board - Joint Activities.

B. LOCAL FUNDS

Requests for authorization to expend LOCAL FUNDS must be jointly approved by the local parties. In addition, certain requests, specified in the - Center for Human Resources Funding Guidelines, must receive prior approval from the National Joint Skill Development and Training Committee. In situations where mutual agreement regarding fund approval cannot be reached locally, either party may appeal the issue

to the National Joint Skill Development and Training Committee for resolution. When the local parties authorize funds for Human Resource Development endeavors, the proposal must be forwarded to the National Joint Skill Development and Training Committee for review and monitoring in accordance with its guidelines.

V. FUNDS UTILIZATION

The NATIONAL, RESERVOIR and LOCAL FUNDS may only be used for joint endeavors in furtherance of this Memorandum of Understanding, or in support of those Joint National Committees specified in Paragraph I above. Definitive guidelines will be jointly reviewed and communicated subsequent to ratification. The parties are specifically empowered to review and evaluate this Memorandum and the guidelines and make mutually satisfactory adjustments and modifications during the term of this Agreement.

Following are illustrative examples of appropriate uses of the various funds:

EXAMPLES OF APPROPRIATE FUNDS UTILIZATION

A. NATIONAL FUNDS

— National efforts to assist laid-off workers

— Area efforts to assist laid-off workers

— Local efforts to assist laid-off workers

— Specific projects dealing with active workers

— Tuition Assistance Program

— National Office

— Joint National Studies

— Joint National Pilot programs

— Joint National Training efforts

— Joint National Agreement administration

B. RESERVOIR FUNDS

— Training of active employees when local funds have been exhausted.

— Training of active employees at new, reopened or retooled plants where sufficient local funds have not been generated.

— Area, group, multi-plant divisional, etc., meetings or training.

C. LOCAL FUNDS

— Training efforts of active employees in job related skills, basic education enhancement, interpersonal skills and Human Resource Development.

— Specific studies, pilots, activities, etc. agreed to by the National Parties.

EXAMPLES OF INAPPROPRIATE FUNDS UTILIZATION

It is understood that FUNDS at any level may not be utilized for contractually specified training such as apprentice training nor for funding of time off the job of designated or elected UAW representatives routinely functioning in administration of the contract. In addition, FUNDS should not be used to train employees who will be required to service newly introduced technology. However, subsequent general training of

other tradespersons on this equipment to broaden their skills is appropriate. Further, FUNDS should not be used for the training of tradespersons to implement a newly negotiated change in classifications, however, the use of FUNDS to freshen or update generally the skills of tradespersons is appropriate.

It is understood that nothing in this Memorandum limits the rights of either party to provide education and training programs on the same, similar or other subjects.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this 18th day of September, 2003.

International Union, UAW	Delphi Corporation
Richard Shoemaker	Kevin M. Butler
Jim Beardsley	Ralph E. Handley
Henderson Slaughter	Darrell R. Kidd
Ron Bieber	Bernard J. Quick
	Thomas B. Arnold

[See See Memo-Overtime]
[See Doc. 46,103,108,109,110]

MEMORANDUM OF UNDERSTANDING JOINT SKILL DEVELOPMENT AND TRAINING

Delphi Corporation and the UAW reaffirm the need to continue and expand the Joint Skill Development and Training Program. Furthermore, the parties pledge to continue providing the resources necessary to assure that all employees receive training and development opportunities in order to produce a highly motivated, capable workforce that continually improves its own, and the Corporation's ability to succeed in an increasingly competitive industry. The Union will be fully involved in all phases of training including analysis and development that is directed at UAW-represented employees.

I. NATIONAL JOINT SKILL DEVELOPMENT AND TRAINING COMMITTEE

This National Committee will promote and direct the development and implementation of skill development and training activities, including technical training for active and dislocated employees. Delphi and the UAW strongly encourage all employees to avail themselves of these activities.

Training and job placement efforts for dislocated workers will be focused on finding comparable employment as soon as possible. In cases involving employees facing indefinite layoff where recall or future Delphi placement is unlikely, the parties agreed that efforts will include pre-layoff meetings. Guidelines and services for dislocated workers will be developed and approved by the Executive Board-Joint Activities.

In order to insure that Training activities improve the performance of the enterprise and provide participants with enhanced job security, it is essential that Joint Skill Development and Training activities be integrated with the corporation structures and business decisions. Therefore, the National Parties agree that the National

Joint Skill Development and Training Committee will establish and maintain close communication with Corporate and Divisional staffs and training functions to assure that the parties at all levels contribute to the development of effective joint training and development initiatives and utilize the resources and facilities of the Center for Human Resources to disseminate effective training and development practices. The parties at all levels should utilize the resources and facilities of the Center for Human Resources in developing and implementing joint training efforts.

The duties and responsibilities of the National Committee will include the following:

- Meet at least quarterly at jointly agreed upon times and places.
- Make available training resources to capacitate the Local Joint Activities Committees and additional local training personnel.
- A review of roles and responsibilities of Doc. 46 Human Resource Development Representatives (HRDs), Joint Training Representatives (JTRs) and Joint Activities Representatives (JARs) in order to provide training to ensure the effectiveness of these joint activities.
- Conduct annual joint programs representatives' training needs analysis and schedule required training.
- Identify Skill Development and Training needs for active employees in the areas of basic education, job-related and interpersonal skills.
- Design promotional materials and activities to encourage the expansion of joint Union-Management efforts in our society.
- Sponsor appropriate activities to provide a forum for national experts from labor, academia, business and

government to convene and deliberate upon the future of Human Resource Development.

- Authorize studies, demonstration projects and research activities on topics of mutual interest and importance.
- Monitor and evaluate National and Local Joint Skill Development and Training Activities and provide status reports to the Executive Board - Joint Activities.
- Develop and rollout a comprehensive program for use at plants in their efforts to conduct training needs analysis, task analysis, training plans and maintain training records.
- Joint Activities, Human Resource Development and Joint Training Representatives Workshops may be scheduled during the term of the Agreement as determined by the Vice President and Director of the UAW-GM Department and the Vice President, Human Resources Management.

II. OTHER JOINT ACTIVITIES

In addition to its previously described duties, the National Joint Skill Development and Training Committee will support other joint National Committees by:

1. Coordinating requests to the Executive Board for funding of joint activities, studies, pilot programs, training, etc.;

2. Providing professional and staff support for joint program development, implementation and administration;

3. Providing facilities as required for joint program development, implementation and administration;

4. Providing appropriate communication vehicles or information sharing processes for joint activities;

5. Providing mechanisms, facilities and staff to monitor, audit, and evaluate joint activities; and

6. Coordinating joint efforts, projects, and the various national committees on behalf of the Executive Board - Joint Activities.

III. RESPONSIBILITIES/LOCAL JOINT ACTIVITIES COMMITTEE

The Local Joint Activities Committee, as described in the Memorandum of Understanding - Joint Activities, will be responsible for the Local Joint Skill Development and Training Program. Additionally, the Local Joint Activities Committees will identify resources to assure that a comprehensive annual training needs analysis is conducted based on plant business plan information. Locally approved training identified in the needs analysis and the necessary resources to conduct such training should be integrated into the business planning process. Also, the Local Joint Activities Committee will assure that training programs are readily available which enable employees to improve upon and upgrade their basic education, job, and interpersonal skills.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on the 18th day of September, 2003.

International Union, UAW	**Delphi Corporation**
Richard Shoemaker	Kevin M. Butler
Jim Beardsley	Ralph E. Handley
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Ron Bieber	Bernard J. Quick
	Thomas B. Arnold

[See Memo-Human Resource Development]
[See Doc. 46]
[See CSA #18]

MEMORANDUM OF UNDERSTANDING HUMAN RESOURCE DEVELOPMENT

A landmark letter appeared in the National Agreement in 1973 which recognized the desirability of mutual organizational change efforts designed to improve the quality of work life of employees and the success of the Corporation. Going forward, Delphi Corporation and the International Union, UAW, have agreed that a single focus must be communicated throughout the organization.

This focus should revolve around people and the beliefs and values of the Quality Network, recognizing that the total involvement of people in all that we do is essential to job security and the success of both the UAW and the Corporation.

In accordance with this focus, the parties recognize that all joint activities will continue to encompass a philosophy that emphasizes joint relationships built on mutual trust, cooperation and respect.

Therefore, the parties agree that all processes directed at developing our human resources will be jointly developed, implemented, monitored and evaluated.

The parties further recognize the need for organizational strategies that focus on large systems change and the integration of all people involvement efforts. Joint resources will be provided to support this objective.

The National Joint Skill Development and Training Committee composed of representatives of the International Union and the Corporation will have responsibility for:

- Promoting and initiating processes, projects, and training that enhances the development of our human resources;

- Making Human Resource Development Training available for UAW International Representatives and local union and management representatives who initiate joint processes;
- Sponsoring joint training conferences for those individuals responsible for coordinating/consulting Human Resource Development activities;
- Convening joint Corporate, Divisional and UAW Regional Human Resource Development leadership conferences;
- Providing information to local parties on the availability of resources including consulting and training;
- Assuring that joint Union and Management groups at the local level receive consultative support and assistance as requested;
- Assuring that consultative resources are established and maintained at the Center for Human Resources;
- Publishing Human Resource Development guidelines and materials;
- Approving and monitoring the use of non UAW-Delphi consultants.

The Local Joint Activities Committee will be responsible for local Human Resource Development processes, setting goals and policy direction consistent with guidelines established by the National Joint Skill Development and Training Committee and will jointly guide, maintain and evaluate the process.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on the 18th day of September, 2003.

International Union, UAW	**Delphi Corporation**
Richard Shoemaker	Kevin M. Butler
Jim Beardsley	Ralph E. Handley
Henderson Slaughter	Bernard J. Quick
Ron Bieber	Thomas B. Arnold

[See Memo-Joint Skill Development]
[See Doc. 43,46,106,110]

MEMORANDUM OF UNDERSTANDING TUITION ASSISTANCE PLAN

During current negotiations, Delphi Corporation and the UAW reaffirmed the necessity of providing active and laid-off workers opportunities for education and training. These efforts will enable them to either re-enter the work force or enhance their development. Accordingly, the parties agree to continue the Tuition Assistance Plan for all qualifying workers who wish to pursue further education and training. The plan is designed to help workers:

- Who are laid off, improve their chances for re-employment
- Or who are active, enhance their opportunities for advancement.

Under this Plan, qualified workers are able to receive assistance in the form of up-front payment to licensed or accredited schools such as colleges, universities, proprietary schools or vocational institutions. The Plan permits workers to select virtually any type of vocational training or education, for their situation and goals, subject to approval by the Center for Human Resources.

TUITION ASSISTANCE PLAN FOR LAID OFF WORKERS

Eligibility

The participant must be a UAW represented Delphi Corporation U.S. worker on indefinite layoff, who has recall or rehire rights under the terms of the current Delphi-UAW National Agreement, and who had at least one year seniority as of the last day worked prior to layoff.

Courses

Suitable courses are those required for adult basic education, high school completion or high school equivalency certification, university, college, business, trade or vocational school courses or adult education classes.

Schools

Acceptable schools are those approved by the Center for Human Resources including, but not limited to those generally recognized by accrediting agencies, or under governmental education agencies.

TYPE OF ASSISTANCE

The Plan will provide for tuition and compulsory fees to be paid directly to the schools providing the course in which the applicants are enrolled. There shall be no duplication of tuition fees already covered by other state or federal education assistance plans or programs. Maximum eligibility under this Plan is $8,400 of tuition assistance while on indefinite layoff. Eligibility is established by seniority as of last day worked prior to layoff as follows:

SENIORITY AS OF DATE OF LAYOFF

- 1 to 3 Years $6,400
- 3 to 4 years $7,400
- 4 or more Years $8,400

The above specified amounts shall constitute an account upon which the worker may draw so long as the individual retains recall or rehire rights while on indefinite layoff. Certain changes in employment status will affect eligibility. If recall or rehire rights are lost under the terms of the Delphi-UAW National Agreement, or full-time employment is accepted that would pay wages comparable to those on the former job

at Delphi Corporation, or if similar training programs are provided by a new employer, eligibility will cease. Continued eligibility will depend upon satisfactory completion of courses in which the employee has enrolled and compliance with other provisions of the Plan. In no event shall total assistance to an employee exceed $8,400 in any four calendar year period.

TUITION ASSISTANCE PLAN FOR ACTIVE WORKERS

Eligibility

The participant must be a UAW represented Delphi Corporation-U.S. worker on the active employment rolls or on temporary layoff with seniority under the terms of the current Delphi-UAW National Agreement. Also included are union officials on leave under the provisions of Paragraph (109) who are functioning in positions at Delphi Corporation locations or special assigned Delphi-UAW employees on leave under the provisions of Paragraph (109a) who are assigned at UAW-Delphi facilities. Additionally, the spouse or dependent children of a deceased, active employee will be entitled to;

- Spouse

  Utilize the remaining balance of the employee's current National Agreement Tuition Assistance eligibility (excluding any advance payment) for college or educational pursuits during a period equal to the length of the present Agreement following the date of the employee's death.

  A one-time payment up to a maximum of $300 of the remaining balance may be used for jointly approved financial counseling.

  The benefit is not to exceed the maximum annual benefit allowed in each year following the employee's date of death.

- Dependent Children

  In the event that the decedent's spouse does not use this benefit, the dependent children of a deceased, active employee will be entitled to:

  Utilize the remaining balance of the employee's current year's Tuition Assistance eligibility (excluding any advance payment) for college or educational pursuits during a period equal to the length of the present Agreement following the date of the employee's death.

Type of Assistance

The Plan will provide for tuition and/or compulsory fees to be paid directly to the schools providing the course in which the applicants are enrolled. There shall be no duplication of tuition or fees already covered by state or federal education assistance plans or programs. The following courses shall entitle individuals to those benefit levels specified below:

- $4,600 per year for courses at regionally accredited colleges or universities of which $100.00 may be used for the purchase of books.
- Advance Payment

  Employees enrolled in college degree programs through accredited institutions, who exhaust their current year tuition eligibility, may utilize up to $1,000 of the following year's eligibility to cover the present or next semester eligible expenses. This advance payment is provided only in conjunction with courses offered at regionally accredited colleges or universities on a semester or quarterly basis and is not available for job related or personal enhancement classes. Advance payment of up to $1,000 will occur automatically when the employee's request for tuition assistance exceeds the current year eligibility.

Advance payment is not available in the last calendar year of Agreement, and does not expand total tuition assistance eligibility over the life of the present Agreement.

- $2,200 per year for other job related courses
- $1,450 per year for courses not related to the employees current job assignment through acceptable schools including those accredited by recognized accreditation agencies, those approved by Government Education or Training Programs, or certain specified others. The Center for Human Resources will publish a listing of approved courses of study.

In no event shall the total assistance to an employee exceed $5,600 in a twelve-month period. All courses are subject to approval by the Center for Human Resources.

Funding

The plan shall be funded by the Joint Skill Development and Training Committee upon approval of the Executive Board - Joint Activities.

Administration

The Plan will be jointly administered by the Center for Human Resources.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this 18th day of September, 2003.

International Union, UAW	Delphi Corporation
Richard Shoemaker	Kevin M. Butler
Jim Beardsley	Ralph E. Handley
Henderson Slaughter	Bernard J. Quick
Ron Bieber	Thomas B. Arnold

[See Par. (127)(g)]
[See Doc. 102,125]

MEMORANDUM OF AGREEMENT
Voluntary Political Contributions

It is agreed between Delphi Corporation (Corporation) and the International Union, UAW (Union) that the following understandings have been reached in connection with the Union's request to have deductions taken for voluntary political contributions from the monthly pension checks of the Corporation's hourly retirees and eligible surviving spouses.

Delphi Corporation also will continue to take deductions from the paychecks of active hourly employees in the same manner as it has in the past.

1. A designated official of the Union will furnish to the Corporation for each hourly employee, retiree, or surviving spouse for whom a deduction is to be taken, an Authorization Card, satisfactory to the Corporation, signed by the employee, retiree or surviving spouse.

Cards that cannot be processed will be returned to the designated official of the Union for correction.

2. The Union will retain exclusive responsibility for soliciting employees', retirees' and surviving spouses' participation, including expenses and compliance with the Federal Election Campaign Act.

3. With respect to retirees and surviving spouses, the Corporation will take such authorized deductions from regular pension checks monthly, and continuing monthly while such authorization is in effect, absent any conflicting legal requirements. In any case, deductions will be taken from any pension checks transmitted to the retiree or surviving spouse through regular processing but will not be made from checks prepared through special processing. Current

processes for deducting from the pay of active employees will, in all respects, be unchanged.

4. A deduction not taken in one month will not be carried forward to a subsequent month. The amount that can be deducted from pension checks is limited by law. Deductions for V- CAP will be subordinate to all other deductions permitted or authorized by law if total deductions exceed legal limitations.

5. The Corporation will assume the actual costs of general administration, as part of the economic settlement of these negotiations.

6. Retirees, surviving spouses, and employees who wish to cancel their authorizations for deductions will sign a card supplied by the Union for that purpose. Refunds will be the responsibility of the Union.

7. Designated officials of the Union will collect and forward to the Corporation, as one transmittal, all signed Authorization Cards and Cancellation Cards for the initial processing and once each month for subsequent additions, deletions, and changes.

8. The Union will indemnify and hold harmless the Corporation from any and all liability or claims arising from any claims or administrative errors resulting from the deductions provided for in this Agreement.

9. With respect to this Memorandum, theparties acted in reliance upon FECA Advisory Opinion 1981-39. This Memorandum is being entered into as part of the economic settlement with the Union. In entering this Memorandum, the Corporation reserved its right to unilaterally, following discussion with the Union, terminate its Agreement to bear the ongoing administrative costs of processing V-CAP deductions

and contributions upon discovery or the issuance of any decision, opinion, regulation, or statute by an agency, court or legislature that would call into question the lawfulness of the Corporation's assumption of these costs.

International Union, UAW	Delphi Corporation
Richard Shoemaker	Kevin M. Butler
Jim Beardsley	Ralph E. Handley
Jim Shroat	Darrell E. Kidd
	Bernard J. Quick

DELPHI CORPORATION
Memorandum of Understanding

Introduction

Delphi and the UAW hereby agree that Delphi shall adopt a collective bargaining agreement which mirrors, in all respects, the 2003-2007 UAW-GM National Agreement (the "New UAW-Delphi National Agreement"). In addition, the parties have agreed that the UAW and Delphi will meet within 90 days of the ratification of the 2003-2007 UAW-Delphi National Agreement, and within 90 days of the date they commence meeting, negotiate towards a supplement to the New UAW-Delphi National Agreement (the "Supplement"). The Supplement shall be consistent with the terms described in this document.

In the event that the parties are unable to agree on the terms of the Supplement, the New UAW-Delphi National Agreement shall continue in effect without modification in accordance with its terms.

Future New Hires

No later than 90 days after the effective date of the 2003-2007 UAW-Delphi National Agreement, the parties will enter into discussions for the express purpose of negotiating "competitive wage and benefit levels" for employees hired after the Effective Date of the Supplement.

The Supplement would cover:

- employees hired to fulfill new hire obligations at Delphi facilities that were not satisfied during the 1999-2003 UAW-Delphi National Agreement;
- employees hired to fulfill new hire obligations at Delphi facilities under the 2003-2007 UAW-Delphi National Agreement;

- new hires required in the regular course of business.

Wages and benefits in the U.S. automotive and truck component industry would be the benchmark used to determine competitiveness. These benchmarks would apply both to represented and non-represented Delphi employees, including salaried employees, hired after the Effective Date. The resulting wage and benefit levels would be uniformly applied to all Delphi Employees covered by the Supplement. As used here, "competitive wage and benefit levels" means wages and benefits that meet those of an appropriate, representative group of UAW-represented employers in the U.S. automotive and truck component industry. This does not mean, however, that the parties will necessarily use a cookie-cutter approach in determining wage, benefit and contractual provisions.

Delphi Commitments

Delphi must commit in definitive, enforceable terms to:

- make sufficient capital investments in UAW-represented plants to allow them to be competitive, improve product quality, improve operational effectiveness and be viable for the long term;
- allocate new product, both GM and non-GM, to UAW-represented facilities;
- focus on maintaining present GM business, winning back GM business lost since the spin-off and winning new GM business;
- an appropriate level of supervisory staffing, as determined by mutual agreement, along with procedures to jointly review such level on an on-going basis;
- negotiate and implement local operating practices that are competitive in the U.S. automotive and truck component industry;

- the principle of "equivalence of sacrifice" when establishing compensation and benefit levels for management, to ensure that sacrifices made by UAW-represented employees are reflected in the pay and benefit practices of all non-represented employees. Top management must take the lead here by accepting compensation and benefit reductions at least as large in percentage terms as those sustained by new hires.

- provide opportunities for the flowback of Delphi Employees to GM facilities, on a mutually agreed basis and consistent with the provisions of the UAW-GM-Delphi Flowback Agreement.

- develop enhanced retirement and separation incentives for Delphi Employees.

International Union, UAW **Delphi Corporation**

Date: September 18, 2003

INTERPRETATIONS, STATEMENTS, LETTERS AND THE MEMORANDUM OF UNDERSTANDING ON HEALTH AND SAFETY

(The following documents connected with the 2003 Delphi-UAW negotiations are not a part of the National Agreement but have been included in this booklet for information purposes.)

(See Index in the front of the Agreement Book)

Interpretation of the Time and One-Half Provisions of the National Agreement Paragraph (85)(a) (Special Case Caused by Short Shift)

In the event an employee works more than eight consecutive straight time hours on a shift (exclusive of an unpaid lunch period) under circumstances where the present daily overtime provisions and interpretations would make the time worked in excess of eight hours on that shift payable at straight time, such time worked in excess of eight hours on that shift will be paid for at time and one-half. Any such time worked and paid at time and one-half instead of straight time, will be considered as having been paid at straight time for purposes of computing daily overtime within the 24-hour cycle in which such time worked occurs.

WORKING HOURS

D - Calendar Day
HW - Hours Worked
ST - Straight Time
T 1/2 - Time and One-Half
DT - Double Time
PH - Pay Hours

Example: Special Case Caused By Short Shift

D	FROM	D	TO	HW	ST	T 1/2	DT	PH	REMARKS
S	7:00 A		3:30 P	8			8	16	
M	6:00 A		3:30 P	9	8	6:00 A-7:00 A		9.5	
T	6:00 A		11:30 A	5.5	4.5	6:00 A-7:00 A		6	(1)
W	6:00 A		3:30 P	9	8	2:30 P-3:30 P		9.5	(2)
Th	6:00 A		3:30 P	9	8	6:00 A-7:00 A		9.5	
F	6:00A		3:30 P	9	8	6:00 A-7:00 A		9.5	

(1) Sent home or excused by Management.
(2) Under G-153 and G-208, all 9 hours would be at ST. Under the 1967 interpretation, the hour from 2:30 to 3:30 p.m. would be at T 1/2 but would be counted as a straight time hour for purposes of computing daily overtime for the 24-hour cycle from 7:00 a.m. Wednesday to 7:00 a.m. Thursday.

Interpretation of Working Hours Section

(Delayed Starting Time on Sunday Night)

In negotiations, the Union has cited the following examples:

An employee is scheduled to start work at 12:01 a.m. on Monday and at 10:30 p.m. for the rest of the week. The first eight hours beginning at 12:01 a.m. Monday were paid at straight time.

An employee starts a week at 10:30 p.m. Monday. This shift is also worked Tuesday night, Wednesday night, Thursday night and Friday night. The shift beginning 10:30 p.m. Saturday may or may not be worked. The employee is brought in Sunday night but instead of starting at the usual time of 10:30 p.m., the starting time is delayed until 12:01 a.m. Monday. The next week is then started at the usual time of 10:30 p.m. Monday. The first 8 hours beginning at 12:01 a.m. Monday were paid at straight time.

The Corporation advised the Union that in these and similar cases, the shift that starts at 12:01 a.m. on Monday will be considered a Sunday shift and paid at double time. The employee's 24-hour cycle shall be considered to have started at 10:30 p.m. Sunday night.

[See Par. (82),(86)]
Doc. No. 3

Interpretation of Working Hours Section

(Special Double Time Case)

During negotiations the Union has cited a situation in which a third shift employee worked seven shifts in the week and received no double time under the following circumstances.

Example #1

The employee worked the first five days of the week beginning each day at the regular shift starting time. The employee's sixth shift was advanced from 12:01 a.m. Saturday to 11:00 p.m. Friday and the employee then worked eight hours. The seventh shift was advanced from 12:01 a.m. Sunday to 11:00 p.m. Saturday.

Example #2

The employee worked the first five days of the week beginning each day at the regular shift starting time. Then the employee's sixth shift was advanced from 12:01 a.m. Saturday to 11:00 p.m. Friday and eight hours were then worked. The seventh shift was advanced from 12:01 a.m. Sunday to 3:30 p.m. Saturday.

The Corporation advised the Union that if this or other such cases occur where the starting time of the employee's seventh shift is advanced from Sunday to Saturday, the employee involved will be paid at double time for the hours worked by the employee on the seventh shift worked even though the shift starting time falls on Saturday.

[See Par. (86)]

Interpretation of Working Hours Section

(Special Protracted Work Period Case)

During negotiations, the Union cited a situation in which an employee worked for a continuous period of more than twenty-four (24) consecutive hours where the hours worked in excess of twenty-four (24) were paid for at straight time.

The Corporation advised the Union that in such a case, those continuous hours worked in excess of twenty-four (24) will be paid for at the rate of time and one-half unless such hours would otherwise be paid for at a higher premium pursuant to the provisions of the Working Hours Section of the National Agreement. Any such time worked and paid at time and one-half instead of straight time, will be considered as having been paid at straight time for purposes of computing daily overtime within the 24-hour cycle in which such time worked occurs.

[See Par. (85)(a)-(c),(86)]

RELIEVING EMPLOYEE FOR COMMITTEEPERSON DISCUSSION

Consistent with the purpose of the Grievance Procedure, a rule of reason should be applied in determining whether an employee should be excused from the job in order to confer with the Committeeperson handling the employee's grievance. A rule of reason should likewise be applied when, due to production difficulties, excessive absenteeism, or other emergencies, it will not be possible to immediately relieve the employee from the job. On many jobs discussion between the employee and the Committeeperson is entirely practical without the necessity for the employee being relieved. On the other hand, an employee working on a moving conveyor, in an excessively noisy area, or climbing in and out of bodies, should be permitted a reasonable period of time off the job and a suitable place in which to discuss the grievance with the Committeeperson. This shall not interfere with any local practice which is mutually satisfactory.

[See Par. (5),(19),(29)]

UNION RACKS – OFFICIAL PUBLICATIONS

Management will provide suitable racks at the appropriate plant exits for use in distributing literature to employees who are leaving the plant. Their use will be limited to the display of official publications of the Local Union and International Union as certified to Management by the President of the Local Union, the Chairperson of the Shop Committee or International Representative prior to the placement of such material in the racks by the Union.

These racks will be placed convenient to the exits during the time major groups of employees are exiting the plant premises at shift quitting times.

It is understood the Union will discourage any littering growing out of the use of these racks.

[See Par. (92)-(93)]
{See CSA #5]
{Doc. No. 7]

MEMORANDUM OF UNDERSTANDING HEALTH AND SAFETY

The Corporation recognizes its obligation to provide a safe and healthful working environment for employees. We are committed to protecting the health and safety of each employee as the overriding priority of this Corporation. The implementation of actions to help our employees realize a healthy, injury-free environment is a leadership responsibility. The Union will cooperate in the Corporation's maintaining and improving a safe and healthful working environment. The parties agree to use their best efforts jointly to achieve these objectives.

Delphi Corporation has long recognized that employees are its most valuable asset. The health and safety of employees is vital for the effective and efficient operation of the Corporation.

In recognition of that principle, the parties agreed to the "Memorandum of Understanding on Health and Safety" during the 1973 National Negotiations. The Memorandum has provided an excellent framework for the joint efforts in health and safety within Delphi Corporation. Since that time many potential hazards have been reduced or eliminated. The Local Joint Health and Safety Committees and Plant and Divisional Review Boards, provided for in the Memorandum of Understanding, are effective at resolving most health and safety concerns within plants.

UAW-DELPHI HEALTH AND SAFETY PROCESS

It is the intent of the parties in negotiating an agreement for health and safety to consider both the needs of the Corporation and the needs of the employees with safety as the overriding priority. Success of this program is dependent upon a relationship built on mutual trust and respect, and a willingness to work jointly in resolving issues and concerns in the health and safety arena.

The parties agree that the National Joint Committee on Health and Safety is empowered to make mutually satisfactory modifications and additions to the health and safety portion of this agreement, providing they do not conflict with Federal or State regulations, or approved programs and/or language set forth in any other portion of the National Agreement. The parties have developed a joint health and safety process that allows for continuous improvement and the resolution of health and safety issues, differences, and misunderstandings. That process provides for the review and expeditious resolution of health and safety issues at various levels including:

- The Local Joint Health and Safety Committees
- Plant Safety Review Boards
- Divisional Safety Review Boards
- The National Joint Committee on Health and Safety
- Manufacturing Task Team

The parties recognize that Section IV of this Memorandum of Understanding describes a procedure for resolving health and safety issues arising at the plant level. Additionally, the parties agree that health and safety issues that meet any of the following criteria may be resolved in an expeditious manner using the procedure described below if the issue:

- Involves a disagreement about imminent danger
- Would significantly impact the Division or Corporation
- Involves a policy issue not already covered within the UAW-Delphi jointly agreed upon policies for health and safety, and/or the National Agreement

- Is a result of new processes or technological advances

Plant Health and Safety Issue Resolution Procedure:

1. If a health and safety complaint remains unresolved after the special conference as described in Section IV, Paragraph (d), of this Memorandum, and Local Management has given its answer, the Chairperson may bring the issue to the Plant Safety Review Board (PSRB) for resolution.

2. If the issue is not resolved at the PSRB, the assigned UAW International Representative (for Health and Safety) and the Divisional Safety Manager may be contacted to assist in complaint resolution, provided it meets the above criteria and is reviewed with the Co-chairs of the Divisional Safety Review Board (DSRB).

3. If the issue remains unresolved, the UAW International Representative or the Divisional Safety Manager may refer it to the Co-chairs of the Divisional Safety Review Board (DSRB), provided it meets the criteria listed above. If it does not meet the criteria, it shall be referred back to the special conference as described in Section IV, Paragraph (d), of this Memorandum.

4. Once the issue has been accepted for review at the DSRB, the initiating party will not utilize any other dispute/complaint resolution process or mechanism until after resolution by the DSRB, National Joint Committee on Health and Safety (NJC), or the Manufacturing Task Team (MTT), or unless the issue is returned to the special conference as described in Section IV, Paragraph (d), of this Memorandum.

5. Thereafter, such concerns, if unresolved, will be referred to the Co-chairs of the NJC for review and action. The Co-chairs of the NJC may choose to raise the issue with the MTT in a joint meeting for review and resolution.

6. Thereafter, if the parties do not reach an agreement, the issue will then be returned to the initiating party with a written statement that no agreement has been reached. The issue will be returned to the special conference as described in Section IV, Paragraph (d), of this Memorandum of Understanding for further action.

7. When an issue is resolved at the DSRB level or higher, the parties agree to document and communicate to the appropriate parties, all health and safety issues resolved at the Divisional Safety Review Board or higher.

The parties agree to continue to use the existing joint health and safety process to improve health and safety within Delphi Corporation and expeditiously resolve health and safety issues, as they arise, at the appropriate level.

It is the intent of the parties to address and resolve health and safety issues as they arise during the course of the existing contract. Utilizing this process will help fulfill the goal of both parties to resolve all health and safety issues as quickly as possible and not let issues linger to be resolved during local or national contract negotiations.

If either the Corporation or the International Union wish to cancel or modify the portion of the Memorandum above, it will give a sixty (60) day written notice to the other party, listing the specific reasons for termination or modification of this section of the agreement. Within the sixty days, a mutually satisfactory meeting date will be

arranged. If either party terminates the agreement, the parties shall otherwise conduct themselves in accordance with the provisions of this document in effect prior to (effective date of contract). The programs and policies implemented prior to the termination of this agreement shall also remain in effect for the life of the current agreement.

I. The Corporation agrees to:

a. Provide the necessary or required personal protective equipment; devices and clothing at no cost to employees. Problems in this regard will be worked out locally.

b. Provide equipment for measuring noise, air contaminants, and air flow, including smoke tubes, which will be available for use by the representatives of the Local Joint Health and Safety Committees, established pursuant to Section III hereof. Industrial hygiene monitoring equipment authorized by the National Joint Committee will be available as requested for use by the representatives of the Local Joint Health and Safety Committees.

c. Provide training for members of such Local Joint Health and Safety Committees, and appropriate education and training in health and safety for all employees.

d. Disclose, to the Co-chairs of the National Joint Committee, the identity of chemicals or materials to which employees are exposed, including any information regarding remedies and antidotes for such chemicals. Information contained in each such disclosure shall remain the property of Delphi Corporation and will not be released without the expressed written permission of the Corporation.

e. Provide competent staff and medical facilities adequate to implement its obligation as outlined in (f)

below. In addition, the Corporate Medical Director will continue to provide the guidelines necessary to implement the Voluntary Emergency Medical Response Team.

f. Provide to employees who are exposed to potentially toxic agents or toxic materials, at no cost to them, those medical services, physical examinations and other appropriate tests including audiometric examinations, lung function tests, and appropriate medical surveillance as identified by the National Joint Committee on Health and Safety at a frequency and extent necessary to determine whether the health of such employees is being adversely affected. Also, to provide the specific tests required for employees in jobs with special physical requirements.

Provide to each employee upon request a written report of the results of such examinations or tests which are related to occupational exposure. These results as well as those instances where it is determined that an employee has had a personal exposure exceeding the permissible levels as set forth in 29CFR-1910.1000, Air Contaminants and Delphi Occupational Exposure Guidelines (OEG), will be reviewed with the employee by the plant medical department prior to their release. Upon the employee's written request, copies of such information will be forwarded to the employee's personal physician. Problems regarding this procedure should be brought to the attention of Management.

In addition, in those instances where a breathing zone air sample is collected the employee will be notified of the results which will be entered on the employee's medical records.

g. Utilize the Center for Human Resources to coordinate requests from Plant Management, the Local Shop Committee, the Local Joint Health and Safety Committee, or the National Joint Committee for plant

surveys. Reports generated from such surveys will be reviewed by the National Joint Committee.

h. Provide access, upon reasonable notice, to all Corporation plants and locations to International Union health and safety representatives. Upon request, reports on such surveys will be provided to the Corporation.

i. Arrange for the Center for Human Resources to compile OSHA "Summary of Occupational Injuries and Illnesses" as it is now constituted, along with the total employee hours worked and incidence rate for each plant for the comparable period. Such information will be provided to the National Joint Committee.

j. Direct Local Management and Local Joint Health and Safety Committees to provide prompt notification of fatalities, serious accidents or incidents including chemical spills, having potential for serious injuries or illnesses to the National Joint Committee. After making appropriate arrangements, a prompt investigation may be made by a team from the Center for Human Resources in accordance with the "Special Review Board" procedure.

ii. The National Joint Committee on Health and Safety has four (4) representatives of the International Union and four (4) representatives of the Corporation. Each party will appoint at least one (1) member who has professional training in industrial hygiene or safety. This National Joint Committee shall:

a. Meet at least quarterly at mutually agreeable times and places. A summary listing of the items discussed at the meetings will be provided.

b. Review the Corporation's safety and health programs and make timely recommendations.

c. Develop an appropriate training program to be

established for Union members of the Local Joint Health and Safety Committee. Annual training programs agreed to by the National Joint Committee will be provided to the Local Joint Health and Safety Committees so that they may perform their functions satisfactorily. In addition, they will receive specialized training appropriate to the operations in their respective units. The National Joint Committee will be provided the opportunity to review, approve and participate in such training or instruction programs.

d. Develop guidelines for employee training and education.

e. Review and analyze federal, state or local standards or regulations which affect the health and safety programs within the Corporation.

f. Review problems concerning serious or unusual situations affecting plant health and safety and make timely recommendations.

g. Review and analyze the health and safety data for all plants that the Corporation is now required to compile on OSHA "Summary of Occupational Injuries and Illnesses" and Form 300S as they are now constituted.

h. Receive and deal with matters referred to them by Local Joint Health and Safety Committees. Reports, studies, etc., may be submitted to the National Joint Committee. The Local Joint Health and Safety Committees may request the National Joint Committee to evaluate and/or interpret the reports, studies, etc. The National Joint Committee will normally respond within thirty (30) days from receipt of such request.

III. A Local Joint Health and Safety Committee will be established in each bargaining unit.

Each such Local Joint Health and Safety Committee

will consist of one (1) representative appointed by the Corporation and the representative(s) appointed by the Director of the Union's General Motors Department. The Union member(s) shall serve an indefinite term. The Union member(s) will receive, without personal cost, adequate and necessary training, to enable the effective performance of assigned functions.

Health and safety functions, at plants where there are no provisions for a Health and Safety Representative, may be performed by the Chairperson of the Shop Committee in addition to the other functions of a Committeeperson.

Local Joint Health and Safety Committees that have members on different shifts in accordance with Document 46 may have such members attend mutually agreed upon meetings. The Local Parties will allow the alternates for such members to handle current Health and Safety issues arising during the absence caused by the regular member's attendance at such meetings.

In the event that a Local Union Health and Safety Representative is absent for one day or more, including attendance at the annual joint training conference, such representative will be replaced by an employee who has been designated as the alternate by the International Union. As soon as practical following the effective date of this Agreement, the Vice President and Director of the General Motors Department of the International Union shall provide to the Corporation the names of the employees so designated.

The Local Joint Health and Safety Committees shall:

a. Meet at least once each month at a mutually agreeable time and place to review health and safety conditions within the plant and make such recommendations in this regard as they deem necessary or desirable. In those locations where an Industrial

Hygiene Technician has been appointed, that individual will attend the regular monthly meeting. The Local Joint Health and Safety Committee will coordinate the activities of all appointed safety personnel at its plant (e.g., Industrial Hygiene Technicians, Ergonomic Technicians, etc.). Periodically the Local Health and Safety Committee will review the associated functions performed by International and local appointees (e.g., Industrial Hygiene Technicians, Ergonomic Technicians, etc.) to ensure effective utilization of human resources and eliminate duplication of assignments. Discussion should include concerns from all areas of health and safety brought to the attention of the Local Joint Health and Safety Committee.

b. Make a health and safety observation tour once each two weeks. Prior to such observation tours, a review may be made of OSHA Form 300 accident experience. Investigate promptly major accidents as defined by the National Joint Committee. Receive prompt notification of any employee fatalities or serious accidents resulting from work-related injuries. When such events occur during the 2nd or 3rd shift, the Management member of the Local Joint Health and Safety Committee will notify the Union member, inform the representative of the facts, and arrange upon request, for the representative to enter the plant and investigate such events.

c. Be informed in advance, when possible, and have the opportunity to accompany Federal and State OSHA Governmental Health and Safety inspectors on compliance inspections. Accompany International Union, Corporate or professional Health and Safety consultants retained by the Corporation, including insurance inspectors, on regular surveys and those surveys requested by the Union. A copy of such reports will be provided, upon request, to the Local Joint Health and Safety Committee regarding alleged violations of

applicable local, state or federal code or standard violation. The parties acknowledge that information contained in such surveys may be inaccurate or unfounded.

Additionally, Delphi Corporation will notify the Local Joint Health and Safety Committee whenever a plant contracts for Industrial Hygiene or related services concerning in-the-plant environmental conditions where there are reasonable concerns the conditions are having an adverse health impact on employees..

Copies of any reports received from these surveys will be provided to the Local Joint Health and Safety Committee. Copies of reports will be forwarded to the Co-chairs of the National Joint Committee by the Local Joint Health and Safety Committee.

Reports and/or results of such surveys shall be for the use of the Local Joint Health and Safety Committee or the National Joint Committee.

Information contained therein shall remain the property of Delphi Corporation and will not be released without the expressed written permission of the Corporation. Advance arrangements should be made to permit participation in such surveys.

The Union does not waive any rights provided by federal or state law by such accompaniment.

d. Review lost time incidents and other major incidents, as defined by the National Joint Committee which occur in the work place and also review plant safety reports on such incidents and make any necessary or desirable recommendations.

e. Receive a copy of the plant's report on OSHA "Summary of Occupational Injuries and Illnesses" and the facilities total - employee hours worked and the incidence rate for the comparable period.

f. Review Incident Investigation forms which would include an analysis to determine the root cause so that appropriate corrective actions can be developed.

g. Review, recommend, approve and participate in local safety education and information programs and employee job related health and safety training.

h. Where necessary, measure noise, air contaminants, and air flow with equipment provided by the Corporation and observe the use of appropriate industrial hygiene and safety testing equipment as required when available in the plant.

i. The Local Joint Health and Safety Committee will be provided copies of photographs taken which relate to health and safety matters in the plant, who will forward them to the Co-chairs of the National Joint Committee, if appropriate. Such photographs (including video tapes, etc.) shall be for the confidential use of the Local Joint Health and Safety Committee, the National Joint Committee or the GM Department of the International Union only and shall not be reproduced, published and distributed in any way without the expressed written consent of Delphi Corporation.

j. Be advised of breathing zone air sample results and known physical agents or chemicals to which employees are exposed and protective measures and applicable emergency procedures. In addition, whenever it is determined that an employee has had a personal exposure exceeding the permissible level as set forth in 29CFR-1910.1000, Air Contaminants, and Delphi Occupational Exposure Guidelines, the Local Joint Health and Safety Committee and the National Joint Committee shall be informed in writing of such exposure and the corrective action to be taken.

k. When either member of the Local Joint Health and Safety Committee has a reasonable basis for

concluding that a condition involving imminent danger exists, relevant information shall be immediately communicated to the co-committee member so that joint investigation can be carried out immediately and necessary or desirable recommendations made. Upon joint recommendation, the machine or operation will be taken out of service to perform any and all corrective action.

l. The Corporation informed the Union that a management and a union member of the Local Joint Health and Safety Committee will become members of the local Plant Hazardous Materials Control Committee. Additionally, the Industrial Hygiene Technician, where established, will be added to the membership of the Hazardous Materials Control Committee.

IV. Complaint Procedure

a. Each District Committeeperson shall conduct a safety observation tour of their district one weekday each week for the purpose of examining health and safety conditions. The Committeeperson may call for the Union representative of the Local Joint Health and Safety Committee to take measurements of noise, air flow and chemical exposure utilizing equipment authorized by the National Joint Committee where appropriate training has been completed. The District Committeeperson will discuss with the supervisor and, failing successful resolution, with higher supervision, any problems which the Committeeperson feels requires correction. Every reasonable effort shall be made to settle the complaint at this point through discussion. If the problem remains unresolved, the Committeeperson may complete a "Health and Safety Complaint Form" in writing, in quadruplicate, which will include a statement of all the facts of the complaint.

b. Complaints by employees concerning health and safety issues may be taken up in accordance with

Paragraph (29) of the National Agreement with the understanding, however, that the Committeeperson, if called, will discuss the matter with the supervisor and, failing resolution, with higher supervision. If the matter is still not resolved, the Committeeperson may complete a "Health and Safety Complaint Form," as described in (a) above.

c. The member of higher supervision will give Management's answer promptly in writing on the "Complaint Form." The Committeeperson will give to higher supervision two (2) copies of the "Complaint Form" and transmit one (1) copy to the Union representative of the Local Joint Health and Safety Committee.

d. The Local Joint Health and Safety Committee will within two (2) working days visit the area where the complaint arose and observe the conditions complained of. Within a maximum of three (3) working days from the day of their visit, the Local Joint Health and Safety Committee will answer the complaint in writing. A unanimous decision by the Local Joint Health and Safety Committee will settle the issue. Failing such unanimous decision, the complaint will be discussed at a special conference attended by the Union and Management members of the Local Committee, the Chairperson of the Shop Committee or the Chairperson's designated representative, and another member of Management. If the parties are unable to resolve the complaint in the special conference, the complaint will be answered by Local Management within five (5) working days. Thereafter, Paragraph (37) of the National Agreement will be applicable. Thereafter, the regular Grievance Procedure of the National Agreement will be applicable.

e. Health and safety complaints affecting substantial groups of employees may be initiated by the Health and

Safety Representative. To do so, the representative shall submit a completed "Health and Safety Complaint Form" to the Chairperson of the Shop Committee. Should the Chairperson of the Shop Committee, upon investigation of the complaint, determine that the complaint has merit, the Chairperson shall sign the form and present it to Management in a special conference as outlined in IV (d) above within five (5) working days.

V. Nothing herein shall be construed to restrict any employee's rights under Section 502 of the Labor-Management Relations Act, 1947, as amended.

VI. No provision herein will restrict the right of the Chairperson of the Shop Committee, Zone Committeepersons or District Committeepersons to perform their functions under the terms of the National Agreement and locally negotiated agreements.

A Health and Safety Representative, who is appointed by the International Union, shall have only the duties and functions as set forth in this Memorandum and attachments dealing with Health and Safety. Such representative shall be subject to the provisions of the following paragraphs of the National Agreement: Paragraphs (17), (19), (20), (21a), (21c), (22), (22a), (22b), (23), (23a), (24), and (27). Although it is recognized that they are not Zone Committeepersons, during regular hours the Health and Safety Representative shall be paid and shall be scheduled to report at the plant for Health and Safety representation purposes in the same manner as a Zone Committeeperson, with a designated Health and Safety representation area on the representative's shift as the zone. During other than regular hours, the representative will be scheduled to report for Health and Safety representation purposes as follows:

a. During overtime, part-time or temporary layoffs, or inventory when three hundred (300) or more or fifty percent (50%) or more of the people on the representative's shift in the representative's Health and Safety representation area are scheduled to work. In addition, when new equipment and/or processes are being installed or tried out and one hundred (100) or more of the people on the representative's shift in the representative's Health and Safety representation area are scheduled to work.

b. During shutdown for model change, or for plant rearrangement when one hundred (100) or more of the people on the representative's shift in the representative's Health and Safety representation area are working on model change or plant rearrangement work.

During overtime hours, when less than three hundred (300) or less than fifty percent (50%) of the people on the representative's shift in the representative's Health and Safety representation area are scheduled to work, they will not function pursuant to this Memorandum of Understanding. The representative will be scheduled to function as a Health and Safety Representative when work is otherwise available in the representative's equalization group in accordance with Paragraph (71) of the National Agreement.

Finally, nothing in this memorandum of understanding, the attachments hereto, various policy letters on health and safety, or the joint health and safety training materials is intended nor should it be taken to impose upon the International Union, Local Unions, Union Health and Safety Committees, Union Officials, employees or agents, a legal or financial liability for either the health and safety of Delphi Corporation employees or for work connected injuries, disabilities, diseases or related losses incurred by employees of

Delphi Corporation or its subsidiaries or by third parties while on the property of Delphi Corporation or its subsidiaries.

International Union, UAW	Delphi Corporation
Richard Shoemaker	Kevin M. Butler
Jim Beardsley	Ralph E. Handley
Henderson Slaughter	Darrell R. Kidd
Tom Weekley	Karl L. Bossung

[See Doc. 7,Att.A;46;74;76;105,122,139]
[See CSA #19,#22]

ATTACHMENT "A" TO THE MEMORANDUM OF UNDERSTANDING HEALTH AND SAFETY

I. INTRODUCTION

The UAW and Delphi Corporation have for many years been proud leaders in adopting and effectuating policies designed to resolve employee health and safety problems and to promote a more healthful and safe work environment. To this end, the UAW and Delphi Corporation have entered into the following Memorandum of Understanding which embodies the spirit of the concern shared by the UAW and Delphi for the health and safety of employees. The parties recognize that the UAW and Delphi leadership have demonstrated a visible commitment to protecting employees from work place hazards that resulted in a significant reduction in injuries and illnesses. The Plant Safety Review Boards (PSRB), which consists of the joint local leadership and the Local Joint Health and Safety Committee (LJHSC) at each location have received leadership training in health and safety. This jointly developed course, entitled UAW-Delphi Health & Safety Leadership Training, covered roles and responsibilities and resulted in the establishment of a leadership driven safety process. This training was subsequently extended to other members of plant leadership including supervisors and committeepersons. The parties are committed to jointly work toward a safer workplace through the joint involvement of all employees, and have developed general awareness training for hourly employees that included an overview of the health and safety leadership process and associated responsibilities.

The Corporation and the UAW have worked jointly in an innovative manner to identify and correct potential hazards. The process used to correct potential hazards is

the "Hierarchy of Controls", which describes the process of consideration of higher level controls such as elimination or engineering before administrative procedures or personal protective equipment.

The Corporation shall continue to recognize its obligation to provide a safe and healthful working environment for employees during working hours. The Union will cooperate with the Corporation's efforts to fulfill its obligations. To implement and coordinate these principles, a National Joint Health and Safety Committee (NJC) and Local Joint Health and Safety Committees have been formed, trained and empowered to function dealing with a broad range of the subject matter. Included in this Attachment "A" to the Memorandum of Understanding is a Divisional Safety Review Board process designed to enhance Health and Safety awareness and compliance across Delphi Corporation operating divisions, and a Plant Safety Review Board (PSRB) process designed to review the unit's health and safety performance and monitor the implementation of its health and safety programs. The parties continue to recognize their roles and responsibilities, for assuring that all Delphi Corporation employees have safe and healthy work environments. The function of the NJC and the LJHSC should be technically constructive and problem resolution oriented.

In keeping with the purpose and intent of this Memorandum of Understanding and other related health and safety documents contained herein, the Union reaffirmed its commitment to communicate to its members the need to utilize the internal processes available to resolve health and safety matters.

The parties recognize that a joint commitment must be directed toward achieving a safe and healthy workplace. Therefore, it shall be the responsibility of

the NJC, as the mechanism, to guide in an appropriate direction.

The parties have resolved the health and safety issues raised during these negotiations as follows:

II. CORRECTIVE COUNSELING

Delphi Corporation recognizes the responsibility of management to provide appropriate training, leadership, counseling and corrective action as necessary to eliminate unsafe practices or conditions from the workplace. Management and the LJHSC shall provide appropriate technical resources, safe practice instructions, support training and counseling. Unsafe practices or conditions that are observed normally require prompt action. Management so notified and/or observing such unsafe practices or conditions should take appropriate action promptly and document such action. The LJHSC will assist in counseling employees regarding audiometric testing, blood lead, pulmonary function testing, etc. Action taken to improve safety performance of employees should be documented and copies retained by the LJHSC on a permanent basis.

III. REVIEW BOARDS

The parties are committed to the continuous improvement of employee health and safety. The joint process developed between the parties has positively impacted this commitment. In order to place further emphasis on the implementation of the joint process and to enhance communication and resolution of health and safety issues throughout the respective divisions, each operating organization will implement a Divisional Safety Review Board. Each Board will consist of the Divisional Manufacturing Manager, a designated UAW administrative individual assigned to the Center for Human Resources and appropriate support personnel (or other similar arrangement approved by the NJC). Also, the Delphi Manufacturing Engineering organizations

involved with Ergonomics and Design-In activities will also establish a similar Review Board process to summarize current ergonomics status including a review of Delphi's Design-In Ergonomics Guidelines and modifications resulting from the Corporation's periodic revision of this document. Each board shall meet on a regular basis and consider appropriate health and safety matters within the respective division. To further enhance joint efforts to achieve a healthy and injury-free workplace, the parties agree to establish Plant Safety Review Boards. The PSRB will be co-chaired by the Plant Manager and Shop Chairperson and the membership shall consist of the Local Shop Committee and members of the Plant Manager's staff. The PSRB will meet monthly to review the unit's health and safety performance and monitor implementation of its health and safety programs. The LJHSC will attend all PSRB meetings. In addition, the Divisional Safety Review Board and the PSRB may request the NJC to consider projects, studies, training, and other such matters that pertain to employee health and safety. Also, the NJC may seek advice from and may consider for implementation the health and safety needs expressed by the Divisional Safety Review Board and the PSRB, including for example, special funding requests, projects, studies, training and other employee health and safety matters.

The parties are committed to preventing fatalities and serious injuries. In furtherance of this interest, a Special "Review Board" meeting will be convened at such time as appropriate upon the request of the NJC. The purpose of the Special Review Board will be to recommend improvement in safety and health practices. The primary tool to accomplish this objective will be a complete safety hazard analysis of the job or operation at issue. This analysis will be conducted by a joint team from the Center for Human Resources, specially trained in analytical techniques. An action plan will be

developed by the Special Review Board for the Division involved. Senior Operating Management will assess the implementation and progress of the action plan after an appropriate lapse of time as established by the Special Review Board.

The Special Review Board will consist of members of the NJC, UAW-GM Department Servicing Representatives, the Local Chairperson, the Plant Manager and the Manufacturing Manager for the affected unit. The LJHSC, and/or other officials or resources, as deemed appropriate by the NJC, may be invited to attend as observers. The Special Review Board will meet at a site designated by the NJC. The NJC will provide technical support for the Special Review Board's efforts. The Special Review Board will normally convene one week after notification by the NJC, and issue its recommendations within two weeks after concluding its review.

IV. FINAL REPORT

A video taped report may be prepared at the request of the Special Review Board. The purpose of the report is to convey factual information and recommendations. The presiding Manufacturing Manager on the Special Review Board will be responsible for arranging to have the interim written and/or video report presented to the next scheduled Delphi Manufacturing Task Team meeting. A final report will be released to the plants following the Manufacturing Managers' review.

Any video tape produced as a result of the request by the Special Review Board will be reviewed and approved by the Special Review Board before release to the UAW-Delphi Leadership or the plants. All such information, video tapes, etc., shall remain the property of Delphi Corporation and will not be released without Delphi Corporation's expressed written permission.

V. VIDEO FILMING AND REPORTS

A video camera will be provided for use by the LJHSC. The operation or job site may be videotaped, without comment, for informational purposes. This equipment will be operated under the direction of the LJHSC. Any video tape made of a job or operation will not be copied or released except under the direction of the Special Review Board. A confidential copy edited to remove proprietary and/or other restricted information will be provided to the GM Department of the International Union upon request.

VI. JOINT RESEARCH AND OCCUPATIONAL HEALTH ADVISORY BOARD

The NJC will be responsible for evaluating the need for research based on its need, practicability and recognized benefits. The results of research conducted within Delphi Corporation facilities will only be used for purposes specifically authorized by the NJC.

The NJC will make recommendations for research and requests for funding of specific projects to the Executive Board - Joint Activities. Such recommendations will include details as to facilities, length of project, funding, etc. Upon their agreement and approval, the Executive Board - Joint Activities will allocate and monitor the expenditure of funds. Funding, which will be provided from joint health and safety funds, will not exceed $2.3 million for anticipated Research Projects for the duration of this Agreement.

To assist the NJC on health related research activities, the Corporation and the UAW have established the Occupational Health Advisory Board (OHAB). The function of the Board is to advise the NJC in implementing its research agenda. Board activities and those of its consultants or specialists will be supported by joint funds. The Board will consist of a

maximum of five (5) recognized specialists in the fields of occupational health consistent with the research agenda approved by the NJC. The selection of Board members, terms of office and operating procedures will conform to the Board's charter as established and amended by the NJC. Additionally, as needed, the NJC will retain consultants who are recognized specialists in occupational health and safety to function as independent peer reviewers. These consultants will be responsible directly to the NJC and assist and advise on matters stipulated by the NJC. The number of consultants and the terms of their retention will be determined by the NJC and the scope of its research program.

The NJC will institute, review and, as necessary, revise operating procedures and guidelines for its research program and consultants to improve the research process, and enhance communication pertaining to sponsored research. Included in the guidelines will be core criteria to assess proposed research in terms of its potential impact on worker health and safety, the established need for such study, its practicability, as well as the recognized benefits and probability of success. Where warranted, and based on confirmed results of sponsored studies, the NJC will devise an action plan and make appropriate recommendations to the Corporation.

VII. ERGONOMICS

Delphi Corporation and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America recognize that Ergonomically-related Musculoskeletal Disorders (hereafter "EMSDs") are occupational illnesses present in the automobile industry.

The parties also recognize that the control of EMSDs is a complex issue often requiring the application of a

number of different control methods and technologies that may differ from operation to operation. These include an ergonomically appropriate design, along with feasible engineering and administrative controls that materially reduce or eliminate job related EMSD stressors, employee and supervisory training and education, early recognition of the problem, early and proper medical diagnosis, treatment and care.

Delphi Corporation will continue to administer an Ergonomics Program at UAW represented locations utilizing guidelines established between Delphi Corporation and the International Union, UAW. Delphi Corporation recognizes the accomplishments of the joint ergonomics process and realizes the need for continued efforts to further reduce work-related EMSDs. Delphi Corporation is committed to progressively pursue improving and enhancing the current process with the UAW. The purpose of the program is to deal cooperatively and constructively with the problem of EMSDs in the workplace.

Delphi Corporation re-committed to fixing jobs that are identified as presenting a corresponding and documented risk of employee injury. The parties recognize that effective corrective action for jobs which present a documented risk of injury, requires the timely use of sound judgement in combination with training, experience, and the following:

- Analysis results from the risk factor checklist and secondary analysis tools (when utilized)
- Injury/illness history of both the job and the worker
- The history and future plans of the job

Also, seats, chairs and mats can be considered appropriate solutions to control specific ergonomic risk

factors. The Corporation agrees to leave such devices in place when they are provided in accordance with the guidelines in the UAW-Delphi risk factor checklist.

The PSRB has the responsibility for supervising and supporting the ergonomics program. In plants with 750 or more employees, the parties will establish a Joint Ergonomics Technician Team, which will be comprised of one full-time UAW Technician and one Delphi Management Technician. In addition, plants with 2,000 or more employees will supplement the Joint Ergonomics Technician Team with a second full-time UAW Technician. In plants with less than 750 employees, the PSRB will identify the resources to be trained to perform the responsibilities of the Joint Ergonomics Technician Team, as needed, and to administer the Ergonomics Program. Plant Safety Review Boards in plants with 4,000 or more employees can petition the NJC for an additional UAW Technician based on the level of activity required to meet the needs of the Ergonomics Program in the plant. Plants with 750 or more employees that do not experience enough ergonomic activity to sustain the level of resources agreed upon can also petition the NJC for a variance. Any petition must be based on the level of sustained activity required to meet the requirements of the Ergonomic Program for that plant. In addition, the Joint Ergonomics Technician Team at any location can request additional interim resources when the ergonomic needs of the plant exceed what the Joint Ergonomics Technician Team can be reasonably expected to accomplish in a timely fashion. Such requests will be reviewed and approved by the PSRB. The local parties may refer unresolved issues or concerns to the NJC.

The NJC has established selection criteria for the Joint Ergonomics Technicians. The UAW Technicians will be selected from the local workforce and appointed to the position by the Vice President and Director of the

General Motors Department of the International Union.

The responsibilities of the Joint Ergonomics Technician Team will include, but not be limited to, the following:

- Participating in the "Design-In" Process
- Conducting job analysis
- Providing recommendations for corrective action
- Monitoring the implementation of job improvements
- Conducting review and follow up
- Reporting monthly to the Plant Safety Review Board

The Joint Ergonomics Technician Team will coordinate their efforts with the LJHSC, and resources from appropriate departments; e.g., Medical, Engineering, Skilled Trades, and Production, will be made available to support the Joint Ergonomics Technician Team. The Joint Ergonomics Technician Team will report monthly at each PSRB and LJHSC meeting and keep minutes specific to ergonomics. Quarterly reports will be provided to the LJHSC, the PSRB, and the NJC. The status of the ergonomics process for each facility will be reviewed at the Divisional Safety Review Board meeting with assistance from the Ergonomic Managers. Discussions concerning significant problems or roadblocks will take place at these meetings.

The parties agreed to use the jointly developed process for the use of outside consultants in situations where in-house efforts concerning reduction of job EMSDs are not successful. The consultant's reports will

be made available to both the Joint Ergonomics Technician Team and the co-chairs of the NJC.

Based on the results of the job analysis program, each facility shall implement feasible measures to control EMSD risk factors. The Joint Ergonomics Technician Team, in conjunction with input from the workers, engineering, supervision, skilled trades and others, as appropriate, will make recommendations for corrective actions in accordance with the current ergonomics process. Once it is determined through the agreed upon ergonomics process that a job requires correction, recommendations for corrective action will be developed using the results of the jointly agreed upon analysis tools. Delphi's Design-In Ergonomics Guidelines may be referenced for information regarding areas for potential improvement. Delphi's Design-In Ergonomics Guidelines is currently undergoing revision and will undergo future revisions as deemed appropriate by the Corporation. A good-faith effort will be made to accomplish correction of identified EMSD hazards at a particular job or work station within six (6) months, after the Joint Ergonomics Technician Team determines that corrective action is required. The parties acknowledge that there may be times when it may take longer than six (6) months to make the proper correction, and those reasons need to be documented. The corrective action will include any combination of the following:

Engineering controls such as design, selection, location and orientation of tools, parts and equipment will be used.

Administrative controls (e.g., job enlargement, job rotation, and appropriate job assignment) will be used in the following manner: as interim abatement measures pending engineering changes, when engineering changes are determined to be insufficient to significantly

reduce the EMSD stressors, and in those instances when an administrative control is the most effective fix among the possible choices for corrective actions.

The PSRB will monitor the corrective actions being implemented and any unresolved issues or concerns can be referred to the NJC.

Delphi Corporation will inform and instruct affected employees on the controls implemented at their work station and how they are to be used.

The facility will maintain documentation of modification activity, including the job or work station identified for modification, number of employees affected, the nature of modification, the projected completion date, the actual completion date and, where available, the cost of the modification when completed.

Plants and facilities will include "ergonomics" in their planning process and this information will be available to the Joint Ergonomics Technician Team.

Delphi Corporation recognizes the importance of identifying and addressing ergonomic issues early in the development process and values the importance of receiving input from plant ergonomic personnel. Input from the Joint Ergonomic Technician Team on site specific ergonomic issues and practices will be provided to the design process at the earliest appropriate planning/design stage. This will include new technology, new products and new processes.

The NJC will establish a joint committee consisting of UAW International Representatives and Divisional Ergonomics Managers to review the Delphi Business Systems and update the UAW-Delphi Ergonomics Implementation Guidelines. The updated Ergonomics Implementation Guidelines will define the involvement of the JETTs at the appropriate stage, early in the design

process. This team will also jointly review Corporate Ergonomics design guidelines. It is understood that final design decisions are the responsibility of the Corporation.

To further enhance the effectiveness of the ergonomics program, the parties have agreed to include a Quick Response Process to facilitate early identification of potential ergonomics problems. The Quick Response Process will be conducted according to guidelines established between Delphi Corporation and the International Union, UAW. To facilitate the Quick Response Process, employees will be encouraged by all levels of plant floor supervision, Joint Ergonomics Technicians Teams and the Medical Department Staff, to report early signs and symptoms of EMSDs to the facility's Medical Department. The Ergonomics Evaluation Process, as referenced in the implementation guidelines, will be applied to all jobs meeting any of the following criteria: ergonomics-related occupational medical visit, ergonomics-related Worker Compensation and work-related sickness and accident data, or referred to the JETT. A list of jobs in the process will be maintained relative to the above inputs. Job analysis will be conducted using the UAW-Delphi Risk Factor Checklist, as a first level screening. A good-faith effort will be made to conduct the Ergonomics Evaluation Process within two (2) months of when a job is identified by the above noted criteria. Job analysis and redesign will include input from employees whose jobs are affected. All jobs where controls are implemented and/or corrective actions are completed must be re-analyzed to confirm sufficient reduction of risk factors.

The supervisor will provide an Ergonomics Symptoms Questionnaire and Evaluation Record form to employees upon request and will encourage them, during their safety talks, to utilize the process. Completed forms will be forwarded to the JETT.

In order to identify elements of skilled trades jobs that require necessary ergonomic interventions, the Center for Human Resources, under the guidance of the NJC, will coordinate the development of specialized methods and/or tools to effectively and efficiently analyze skilled trades jobs. Thereafter, each facility will analyze all skilled trades job classifications using the NJC approved methodology.

The joint parties will provide appropriate training for the Joint Ergonomics Technician Team as well as other resources responsible for conducting the ergonomics process at each facility. This training may include Practical Ergonomics Training (PET) with the understanding that any person receiving PET may conduct a first level job analysis using the UAW-Delphi Risk Factor checklist. Jointly selected Delphi ergonomics design guidelines will be included in training for JETTs.

The UAW-Delphi Ergonomics Awareness Education and Training Program will continue to be provided for newly hired employees as well as employees returning to work from an extended leave, who have not received awareness education and training previously.

All newly hired and transferred employees will be informed on the proper use of the tools and equipment required to be used in the performance of their assigned duties.

Delphi Corporation shall annually review with employees the application of ergonomic principles to the prevention of EMSD on their jobs during regular safety talks.

The parties agree to continue to maintain a Medical Management Program for the early detection, evaluation, and treatment of EMSDs at all UAW-Delphi facilities. The Medical Management Program will

provide for common medical practice guidelines for patient evaluation and treatment, follow-up, workplace walk-throughs, and restricted work placement.

Delphi Corporation agrees to continue implementation of a EMSD Education and Training Program for medical physicians (including contract personnel) that render medical services related to EMSD. The introduction in this training includes the effect of poor job design, identifying problem jobs, and potential solutions based on ergonomic stressors. This training also includes medical instruction and early recognition, evaluation, treatment, and prevention of EMSDs. All medical personnel (including contract personnel) will receive EMSD education and training prior to rendering medical services related to EMSD. The Corporate Medical Director and staff will ensure that appropriate EMSD training has been provided and their training plans for medical staff will be reviewed with the International Union, UAW on an annual basis.

Delphi Corporation shall authorize Medical Department personnel to attend education and training conferences that address EMSDs, including but not necessarily limited to regional conferences, teleconferences, and Corporate conferences. Where practical, conference proceedings will be videotaped and made available to medical personnel who do not attend the conference.

Delphi Corporation will audit a random sample of medical records, Workers Compensation reports, and work-related sickness and accident data to verify the OSHA 300 log is correct.

The Corporate Medical Director and staff are responsible for the quality, implementation, and compliance by local Medical Departments with the Delphi Medical Management Program, as it applies to ergonomics. This program will be jointly reviewed

periodically for continuous improvement and elimination of unnecessary complexity.

The NJC will monitor implementation of this process and consider changes for continuous improvement.

VIII. HEALTH AND SAFETY TRAINING

The Center for Human Resources will continue to develop training programs to enhance employees' skills and abilities to perform their jobs in a safe manner. The NJC will be responsible for identifying employee job-related health and safety education and training needs which are mandated by the government or would be applicable across UAW-Delphi sites.

It is recognized by the NJC that the LJHSC should be involved in identification of what health and safety training is needed and appropriate for their particular location, including monthly safety talks.

A local training needs analysis will be conducted at each location. Based on this analysis, a comprehensive training plan consistent with the NJC requirements and local plant initiatives will be developed, and the necessary resources will be identified as part of the business planning process to provide such training. The Plan will specify target audiences, recommendations for completion dates, class size, and methods of delivery. The Plan will be reviewed by the PSRB, their Divisional Safety Review Board, and the NJC, to ensure consistency with requirements. The LJHSC shall be responsible for monitoring the progress of their local training plan.

The NJC through the Center for Human Resources will continue to provide training resources for use by the plants. The NJC will direct and oversee the development and administration of required training courses. Alternatively, the NJC may approve the use of

other commercially developed courses. The NJC with input from the Divisional and Plant Safety Review Boards will establish the appropriate selection criteria for plant health and safety trainers. Trainers selected will receive necessary instruction in conducting the specific training. Hourly plant trainers will be selected by the Local Union.

Required health and safety training will be introduced to plants by top Union Leadership and Corporate Management. The NJC will monitor and evaluate training programs and make periodic reports to the Center for Human Resources Executive Board. The NJC encourages the participation of International and Regional Servicing Representatives and members of Management in health and safety training programs developed by the Center for Human Resources.

IX. SAFETY TRAINING FOR CHAIRPERSONS OF SHOP COMMITTEES WITHOUT DESIGNATED HEALTH AND SAFETY REPRESENTATIVE

The Chairpersons of Shop Committees in locations which do not have a designated Health and Safety Representative, may upon request of the General Motors Department of the International Union, attend training or instruction programs provided by the Corporation in Section II, Item C of the Memorandum of Understanding - Health and Safety.

In addition, the Corporation advises that employees who wish to enroll in courses of instruction relating to industrial health and safety at approved educational institutions will be eligible to apply for tuition refund for such courses subject to the terms and conditions of the Corporation's Tuition Refund Program.

X. LOCKOUT POLICY

During the current negotiations the UAW and Delphi Corporation discussed their mutual concern regarding fatalities and serious injuries to employees, including operators, performing repair, service and maintenance activities on machinery and equipment. The parties agreed that the Lockout - Energy Control program must be universally implemented and enforced throughout the Corporation. In order to be effective, the parties reaffirmed that the elimination of the potential for injury from hazardous energy is critical to worker safety.

It is the policy of Delphi Corporation and endorsed by the UAW that:

Lockout is required where employees may be exposed to hazardous energy which could cause injury. Exposure means that the employee is in a position to be injured by released energy.

Where an employee is exposed to potential injury from expected machine energy/motion, the exposure must be eliminated. If the exposure cannot be eliminated, the machine will be locked out.

The Corporation will utilize a common tool at all plants to generate a common lockout placard for new machines and equipment. The tool will also be used to update existing placards into the common placard template whenever machinery and/or equipment is modified after April 1, 2004.

All plants will also be required to conduct an annual review of lockout placards. The review is to be conducted to ensure that the placards are still representative of the procedure required to lockout the equipment and that all lockout points are appropriately identified.

Each location will maintain an effective Lockout -

Energy Control program which will apply to all employees, based on implementation guidelines which have been published by the Center for Human Resources.

XI. MONITORED POWER SYSTEMS

The UAW and Delphi Corporation recognize the importance of designing processes and equipment with effective health and safety controls. Therefore, the parties agreed to integrate "Monitored Power Systems" into the existing Lockout/Energy Control procedures. The fundamental process begins with performing an initial Task Based Risk Assessment (TaBRA) on any process where "Monitored Power Systems" may be appropriately used.

The use of these systems, when integrated into the existing Lockout/Energy Control procedures, can further reduce or eliminate the risk of exposure to employees. However, it is understood by the parties that Lockout must still be performed whenever the exposure cannot be controlled or eliminated as determined by the Task Based Risk Assessment process.

XII. REFUSAL OF HAZARDOUS WORK

A worker, who has a reasonable belief that their work assignment may result in serious physical injury, including illness, should immediately discuss the safety aspects of the work assignment with their supervisor. Failing resolution, the issue may be discussed with the District Committeeperson.

Should technical consultation be requested by the supervisor or committeeperson, the LJHSC will be notified to respond before further action is taken. In line with the Memorandum of Understanding on Health and Safety, upon joint recommendation, the machine or operation will be taken out of service to perform any and all corrective action.

Failing resolution of the matter, it may be taken up in accordance with the Memorandum of Understanding on Health and Safety, Section IV, Complaint Procedure.

XIII. IMPROVEMENT OF MEDICAL AND INDUSTRIAL HYGIENE SERVICES

The Corporation reserves the right to select and hire appropriate consultants for health and safety services. The Union will be informed in advance and be provided an account based on specific legitimate requests regarding qualifications of the consultant(s) engaged by the Corporation to provide services. The Union may recommend consultants for Management's consideration. Included in such recommendation should be an account of the qualifications of the consultants recommended by the Union.

The LJHSC will be informed regarding the engagement of consultants to provide industrial hygiene and safety services. Qualifications of such consultants will be provided upon request. Reports prepared by such consultants will be provided to the LJHSC, who will provide a copy to the local Industrial Hygiene Technician and the co-chairs of the NJC. In addition, the Corporation will provide a list of consultants under Corporate contract for industrial hygiene services to the NJC and update the list when changes are made.

Management in conjunction with the LJHSC will *assess the need and where required, a facility will* develop and implement an air sampling plan. Such plans should be reviewed and implemented on an appropriately scheduled basis. Guidance in the preparation of such plans will be provided by the NJC. Based upon the air sampling plan, an hourly employee selected by the Vice President and Director of the General Motors Department of the International Union, *working under the technical supervision of a Delphi* Industrial Hygienist, may assist in the collection of air

samples. Job function key elements of the Industrial Hygiene Technician will be established by the NJC, and the appointee will demonstrate competency by successfully completing required training, determined by the NJC. Reports of industrial hygiene and noise measurement surveys will be provided to the LJHSC who will provide it to the co-chairs of the NJC, if appropriate.

XIV. ENVIRONMENTAL CONTROL

Environmental information and reports, which are required to be reported to various governmental regulatory agencies, will be made available to the NJC on a regular basis. For example, this information may include the local Toxic Release Inventory compiled to comply with the Superfund Amendments and Re-authorization Act, copies of environmental permits and compliance monitoring data. Delphi Corporation will notify the LJHSC of significant environmental remediation projects, and spills or releases that are subject to government reporting requirements. The LJHSC will forward such information to the co-chairs of the NJC.

The co-chairs of the NJC will be invited as guest members of the Delphi Environmental Issues team for the purpose of providing them with periodic updates on environmental projects and issues that may affect UAW bargaining unit employees.

XV. PERIODIC JOINT AUDITS OF PLANTS

The UAW and Delphi Corporation agree that a formal system of performance review is an effective means of obtaining and re-enforcing compliance with established health and safety requirements. The parties, therefore, agree that the NJC will conduct audits to evaluate each facility's health and safety performance. The purpose of the audits is to review the effectiveness

of health and safety activities reaching the operations level and being implemented across the workplace. The parties also agree to enhance the current audit process by developing methods to assure the process is consistently applied and delivers measurable results. Additionally, the parties have developed as part of the Divisional Safety Review Board Process a method to address repeat audit findings for identical deficient conditions found on consecutive audits.

The NJC has established joint review teams to conduct such reviews.

A plant visit itinerary will be established by the NJC which will be scheduled through appropriate channels. The team will meet with the Plant Manager, Shop Committee Chairperson and the LJHSC before beginning the performance review, and have a closing conference upon completion of the on-site review. The finalized report will be prepared and sent to the plant and division within thirty (30) days of the review. Following the finalized report, the LJHSC after review by the Key Four, will reply, addressing issues contained in the report. All such review information shall remain the confidential property of Delphi Corporation and will not be released without the expressed written permission of Delphi Corporation.

The parties agree that through the joint audit process, they will verify that all facilities have an effective emergency notification system and that it is periodically tested to achieve the best possible response time for the emergency involved.

XVI. NEW TECHNOLOGY/SPECIFICATIONS

Discussions were held during these negotiations regarding Health and Safety being designed into new equipment, refurbished equipment and/or new processes. Delphi and the UAW recognize the

advantages of designing processes and equipment with effective health and safety controls. The parties established a joint team from the Center for Human Resources, under the direction of the NJC, to work with the "Design-In Safety" group, established by the Corporation, to address health and safety concerns early in the development process. The main objective to the "Design-In" effort was to develop common design specifications for application across the Corporation, in the manufacturing processes, that incorporated health and safety program requirements. The joint team serves as a technical resource to work with the engineering group to assure that UAW-Delphi health and safety program requirements are incorporated into the common design specifications.

In an effort to promote improved communications regarding such matters, as early as possible and preferably in the development phase of the planning in the design process and incorporating as described in the Delphi Design-In Health and Safety Specification, the parties agree to perform Task Based Risk Assessments (TaBRA), on new equipment and manufacturing systems, and on existing equipment and manufacturing systems where locally agreed to and approved by the PSRB. A Task Based Risk Assessment will be performed after the detailed designs are completed on new manufacturing equipment and/or processes. A review of anticipated equipment and/or processes with the shop committee, the LJHSC, and the JETT will be held. The LJHSC and, when appropriate, the JETT may be required to travel to vendors, plants, or other locations to participate in a design review of such equipment or processes as outlined in the Delphi Design-In Health and Safety Specification and the UAW-Delphi Ergonomics Implementation Guidelines. The Union will have an opportunity to discuss health and safety and ergonomics concerns with Management and make recommendations designed to improve the

equipment and/or processes, consistent with the common design specifications where they have been established by the "Design-In" activity in the Delphi Design-In Health and Safety Specification and Design-In Ergonomics Guidelines. Additionally, TaBRA data will be incorporated at several points or gate reviews early in the design process as described in the Delphi Design-In Health and Safety Specification.

Reviews will be made at the appropriate level (i.e. Plant Safety Review Board, Divisional Safety Review Board, and National Joint Committee), for new technology/process awareness and to discuss safety related issues and/or concerns. Representatives from the Facility Services Group will periodically meet with the National Joint Committee on Health and Safety to review advancements in technology that may impact the Committee's area of responsibility. In addition, the NJC has established a joint team to identify the risks associated with high hazard jobs, with the intent of developing recommendations for evaluating and controlling them. Recommendations from the team will be submitted to the NJC.

Machinery, equipment or processes will not be released for production without the written approval of the Plant Safety Administrator. The Plant Safety Supervisor will consult with the JETT during this process. Where required, lockout placards will be posted for all applicable energy sources. The parties discussed and recommitted themselves to continue the implementation of the UAW-Delphi Lockout Placard Guidelines. These placards will continue to be reviewed during a UAW-Delphi joint audit and should be reviewed during safety observation tours.

The LJHSC and, when appropriate, the JETT will consult with operators, skilled trades, engineers, supervisors or related personnel to ensure that required

safeguards and ergonomics features provide effective protection and do not interfere with their ability to perform their assigned tasks.

The NJC will continue to oversee the development of communications material regarding the design-in-safety activity for the LJHSC and the UAW-Delphi Ergonomics Implementation Guidelines. This material includes informational material, guidelines, standards, checklists, CD ROM Disks, and other appropriate material to clearly communicate the common design specifications.

The parties will continue their efforts to integrate health and safety into the development process of the Quality Network, which includes common design specifications, and review of such, into the earliest design phases of any new equipment, process, or operation at the appropriate level.

XVII. CONTROL OF CHEMICAL EXPOSURES

The Corporation will continue to update Occupational Exposure Guidelines (OEG's) to assess employee exposure to chemicals in Delphi Corporation facilities, as needed. Guidelines are considered necessary whenever existing OSHA Permissible Exposure Limits do not sufficiently protect the worker, or when there is no applicable OSHA Permissible Exposure Limit. Guidelines will be based on consensus standards and recommendations in addition to available scientific evidence. Delphi Corporation will require plants to use OEG's as the basis for evaluating employee exposures and for taking appropriate corrective or preventive action.

The Corporation will review Guidelines with the National Joint Committee on an annual basis and will discuss proposals for necessary changes. The Corporation intends to control, through professional

industrial hygiene practice and methods, employee exposures to the currently adopted guidelines of the American Conference of Governmental Industrial Hygienists (ACGIH) for Threshold Limit Values (TLV) for Chemical Substances in the work environment. In addition, the Corporation will bring to the NJC for review and discussion, all cases where OEG's and TLV's are divergent.

When changes to the existing list are proposed, the NJC:

- Will review the proposed change and its rationale.
- Will review existing air sampling data to determine the prevailing exposure level to the chemical or substance under consideration.
- May seek the advice of the UAW-Delphi Occupational Health Advisory Board concerning the proposed change.

The Corporation and Union agree to continue to study the potential health effects of cutting fluids for the purpose of establishing an exposure guideline and to determine the need for additional controls where cutting fluids are used. Where warranted, based on confirmed results of the current NJC-OHAB studies, the NJC will devise an action plan and make appropriate recommendations to the Corporation regarding coolant exposures. In this regard, Delphi Corporation will establish a plan to be reviewed with the NJC that reduces exposure to coolant aerosol. The plan will include a phased-in approach, as appropriate, across affected plants taking into consideration plant process and/or product changes.

The Joint Parties agree that prior to implementing new chemical technology/processes and changes to current chemical processes, reviews will continue to be

made at the appropriate level (i.e. Plant Safety Review Board, Divisional Safety Review Board, and National Joint Committee), for awareness and discussion of safety related issues and/or concerns.

The LJHSC will review process exhaust ventilation systems at facilities where air is recirculated. Such review will be in accordance with guidelines established by the NJC. Air testing will be performed when requested by the LJHSC. To the extent feasible, these tests will be incorporated in the previously described air sampling plan. Recirculation will not be permitted where employee health and safety cannot be assured.

The UAW-Delphi Industrial Hygiene Technician Program will be jointly revised to include the following:

1. A process for an assessment of intermittent exposures in skilled trades jobs and non-routine tasks.
2. The identification of appropriate performance checks, conducted at least annually, on local exhaust ventilation systems to assist in the evaluation of employee exposures. Additionally, ventilation systems will be included in the local planned maintenance program (i.e., MAXIMO).

Medical surveillance for respiratory effects of machining fluids will be offered to employees who regularly work in operations with machining fluids. Such medical surveillance will include a standardized respiratory symptoms questionnaire and pulmonary function test. For personnel newly-assigned to such operations, pre and post shift pulmonary function tests will be done at least once during the first year.

The Industrial Hygiene Technician will receive notice of initial work related medical cases reporting symptoms such as headaches, nausea, skin problems, and respiratory complaints.

Records of laboratory testing and coolant additions will be maintained and made available to the local joint committee for health and safety upon request.

XVIII. ACCESS TO DATA

The Health Information System, (HIS), provides a common method for recording medical visit information in UAW-Delphi facilities.

During 1999 negotiations, the Joint Parties enhanced the Health Information System (HIS) for the purpose of making it easier for the LJHSC to retrieve and analyze injury/illness data.

Additionally a joint effort through the NJC developed standardized reports of information customarily used by the LJHSC in carrying out their responsibilities. The existing reports in HIS, that include the OSHA 300 log overrides, will continue to be available for access by the LJHSC.

A joint procedure has been established for review of the quarterly audit results of HIS injury/illness records with the LJHSC, by the Medical Department (administrative joint letter dated June 10, 1999). This medical department audit includes a review of Worker's Compensation cases as part of the current audit of HIS injury/illness records.

In order to monitor the effectiveness of the programs, the parties recognize that all work-related injuries and illnesses must be reported to the medical department as soon as possible. These injuries/illnesses shall be reported in accordance with procedures developed by the local PSRB. Further, the Corporation will continue to encourage the reporting of near-miss incidents as agreed in the 1999 Negotiations. The Corporation does not endorse the use of monetary or other tangible rewards for groups or individuals to discourage the

reporting of work-related injuries or illnesses. The parties agreed that positive recognition for developing improved safety processes or accomplishing improved safety performance can be a valuable tool to continue to motivate managers, supervisors and workers to keep safety as an overriding priority.

The NJC has established a represented employees' *mortality registry*. The LJHSC may request the mortality experience pertaining to the facility they represent from the NJC. The NJC will access the Corporate Mortality Registry as it pertains to UAW represented employees for such information.

The Corporation agrees to continue to provide information pertinent to the joint investigation of health and safety issues. This includes information from existing databases including the Health Information System (HIS), the Mortality Registry, the Workers Comp database and the Sickness & Accident database. The Mortality Registry will be updated on a regular basis as determined by the NJC in consultation with the Occupational Health Advisory Board (historically every five (5) years). The Corporation further agrees to keep these databases up to date and to jointly look for ways to enhance the effectiveness of these systems and the information.

XIX. NOISE ABATEMENT/CONTROL PROGRAM

The joint parties recognize that the Corporation has had a comprehensive Hearing Conservation and Noise Control Program for the purpose of continuous incremental improvements in noise reduction. In accordance with this program, each plant is required to have a Noise Control Committee. The Noise Control Committee will consist of representatives from Plant Engineering, Operations, Medical, Industrial Hygiene, Finance, Purchasing, the LJHSC, Industrial Hygiene Technicians (where available), and others as deemed

appropriate by the PSRB, such as certain skilled trades personnel, and/or other employees. The Noise Control Committee has the responsibility to seek input from plant personnel in identifying noise sources and potential ways to reduce noise levels.

The Noise Control Committee will:

- Ensure audiometric testing is performed for employees exposed above 85 dBA.
- Perform an annual evaluation of the noise abatement plan and provide recommendation for improvement to the Plant Safety Review Board.
- Ensure reports follow formats specified in Delphi Hearing Conservation and Noise Program SL 3.0.
- Ensure new and rebuilt equipment meet the Delphi Sound Level Specification SL 1.0.
- Identify planned maintenance items related to noise control.

The Corporation will continue to conduct the annual noise exposure survey and provide findings to the LJHSC and summary noise abatement program findings to the NJC.

The Noise Control Committee will meet regularly, record minutes, and report quarterly to the PSRB regarding progress on the Noise Abatement Plan. The annual evaluation will include:

- Copies of the plant's noise abatement program.
- The number of employees that experienced standard threshold shift.
- The number of employees that are required to wear hearing protection.

- The number of employees at risk of exposure at or above 85 dBA.
- The number of employees at risk of exposure above 90 dBA.

XX. PLANNED MAINTENANCE

The NJC will jointly identify health and safety requirements to be integrated into the Quality Network "Planned Maintenance Action Strategy." These requirements will include both those that are regulated by government agencies and those established in UAW-Delphi programs. The LJHSC will also review the "Planned Maintenance Action Strategy" to assure local regulations and/or practices currently in effect are included. Safety related information, such as established safe operating procedures, shall be included in the Planned Maintenance Program (e.g., MAXIMO).

XXI. WORKING ALONE

The parties have discussed the Corporation's policy regarding the assignment of employees to tasks in isolated locations or confined entry spaces. The Corporation explained that anytime an employee is assigned to work alone in an isolated area, the Corporation has instructed Plant Leadership to ensure an appropriate level of personal surveillance. (See jointly agreed to letter from Manufacturing Task Team dated February 2003.) Additionally, when work assignments involve situations hazardous to an employee, appropriate precautions will be taken in accordance with safe work practices, including air sampling and ventilation when necessary, communications systems, personal surveillance arrangements and, as required, adequate support personnel. When an employee brings to Management's attention a situation where they are reasonably concerned that their safety is jeopardized

because they are working alone, Management will provide a copy of an applicable written Safe Operating Practice to the employee detailing precautions to take to perform the task safely. If one has not been developed and reviewed, Management will give the employee job instructions to perform the task safely and within 24 hours make a written request to the LJHSC for the development of a Safe Operating Practice. Safe Operating Practices will be developed by the LJHSC within 5 working days and will be reviewed by the PSRB at the next regularly scheduled meeting. This will not change or restrict any mutually satisfactory local practices.

XXII. NO HANDS IN DIES POLICY

The Corporate policy has been and continues to be "No Hands in Dies". Implementation of "No Hands in Dies" in the plant requires provision for expendable hand feeding tools, slide feeds, sliding bolsters, automatic or semi-automatic operation, die cutouts or other means and procedures whereby the operators are not required to place their hands into the point of operation. In addition, well disciplined procedures for use of die blocks and safety lock-outs for maintenance and setup personnel are imperative. An intensive orientation program for operating supervisors, and process and facilities engineers may also be advisable.

XXIII. PLASTIC INJECTION MOLDING MACHINES

The parties recognize that hydraulically operated plastic injection molding machines may present hazards, different than mechanical power presses. Plastic injection molding machines will continue to be safeguarded in accordance with OSHA requirements and National Consensus Standards (ANSI). The NJC will continue to explore alternative methods of safeguarding the machines.

XXIV. CONTRACTOR SAFETY

It is the Corporation's practice to provide outside contractors with Corporate Health and Safety policies and procedures and, where applicable, relevant site specific UAW-Delphi Health and Safety work practices. The Corporation will continue to use the "Construction General Conditions' Delphi 1638" and local implemented procedures as reviewed with the UAW. The contractor's Job Site Safety Plan will be reviewed prior to commencement of on-site work, and work activities will be periodically monitored thereafter for compliance. Additionally, Delphi requires that construction or maintenance contractors comply with applicable Federal, State, and Municipal Health and Safety regulations as stipulated in the Delphi/contractor contract.

Where the nature of the construction or maintenance work requires that the contractor's employees work in proximity to UAW-Delphi employees, Delphi will require, as a condition of the construction or maintenance contract, the contractor's commitment to abide by applicable UAW-Delphi plant/site Health and Safety work practices. The Corporation has also agreed to continue to report contractor incidents, including serious injuries and near misses, to the UAW.

The PSRB will monitor Contractor Safety activity to insure compliance, and any unresolved issues or concerns can be referred through the safety process to the NJC.

{See Doc 14, 105}

MEMORANDUM OF UNDERSTANDING - SPECIAL PROCEDURE FOR ATTENDANCE

The Corporation and the International Union agree that the problem of unwarranted absenteeism must be addressed in a cooperative and constructive manner. Both parties recognize that unwarranted absences adversely impact quality, cost and efficiency and in so doing constitute a threat to the job security of all employees.

The parties also recognize that sometimes absenteeism is the result of personal or unforeseen problems in an employee's life and that such problems must be addressed in a reasonable and responsible manner.

Based on the foregoing the parties agree to adopt this Special Procedure for Attendance. This procedure is intended to encourage regular attendance through corrective discussion, formal discipline and the availability of the Employee Assistance Program, while at the same time expecting employees to accept responsibility for their own attendance behavior.

Special Procedure for Attendance

1. This procedure will apply to all employees who have acquired seniority pursuant to Paragraph (57) of the National Agreement.

2. This procedure is separate and distinct from the plant's standard corrective disciplinary procedures. All instances of employee absence, as defined in paragraph 4 below, will be addressed through this procedure.

3. The action taken by Management as a result of the corrective action steps of this procedure are subject to the Disciplinary Layoffs and Discharges Section of the

National Agreement and therefore, the Grievance Procedure Section of the National Agreement. During the Paragraph (76) interview associated with the corrective action steps, the employee will be advised of the special procedure for attendance and the availability of the Employee Assistance Program.

4. Instances of absence subject to this procedure are defined as follows:

A. Single or consecutive days of absence without reasonable cause.

B. Tardiness of four (4) hours or more without reasonable cause.

5. Instances of absence without reasonable cause will be subject to the reasonable application of the Attendance Corrective Action Steps below:

ATTENDANCE CORRECTIVE ACTION STEPS

STEP	ABSENCE/INSTANCE	ACTION
1	First	First Written Warning
2	Second	Second Written Warning
3	Third	Referral to EAP Services and Balance of Shift Plus 3 Day Disciplinary Layoff
4	Fourth	Balance of Shift Plus 2 Week Disciplinary Layoff
5	Fifth	Balance of Shift Plus 30 Day Disciplinary Layoff
6	Sixth	Discharge

6. This Special Procedure for Attendance will become effective on the Monday two weeks following the effective date of the new National Agreement.

National Committee on Attendance

7. The National Committee on Attendance will consist of three (3) representatives of the Corporation and three (3) representatives of the International Union.

The National Committee shall:

A. Meet periodically at a mutually agreeable time and place.

B. Explore ways to reduce unwarranted absenteeism, particularly as it relates to the larger problem of long term absenteeism.

C. Review attendance data and make necessary or desirable recommendations on the effectiveness of attendance procedures.

D. Recommend and develop relevant training programs.

E. Review problems concerning serious or unusual situations creating unwarranted absenteeism and make appropriate recommendations.

8. The parties are specifically empowered to periodically review and evaluate this procedure and make mutually satisfactory adjustments in the mechanics of its operation during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this 18th day of September, 2003.

International Union, UAW	**Delphi Corporation**
Richard Shoemaker	Kevin M. Butler

[See Par. (191)]
[See Doc. 46]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations, the parties had extensive discussions concerning the Corporation's component and service parts operations. Both parties recognized the importance of maintaining and strengthening these operations. They are critical to the long-term viability and financial health of Delphi Corporation.

The parties also recognize that the competitive pressures facing these operations can be addressed successfully if both parties work together to find mutually acceptable solutions to common problems. In this connection, Management and Union representatives from the above-defined units will conduct a joint review of such operations and identify areas where improvements may be made to enhance their competitiveness. Such areas may include quality, productivity, cost, plant layout and process, materials/components, technology, capital investment, maintenance and preventive maintenance, supervision, work rules, pricing and marketing strategies, training, and capacity utilization.

Subject to this review, the following process may be implemented:

— At any component or service parts location as defined by the parties, either local party may raise the issue of the competitive viability of the operation;

— Thereafter, upon mutual agreement locally, a joint study would be conducted evaluating the unit and the competition through benchmarking in terms of the areas addressed in the previously conducted joint review.

Where the results of the study indicate that changes are required to become competitive, the parties will develop a plan that will identify the areas that need to be addressed so that the unit may be better able to compete effectively. The plan should include a timetable for implementation and periodic monitoring reports to appropriate joint leadership.

The parties view this undertaking as an opportunity to strengthen the relationship of the local parties with the goal of ensuring the long-term viability of component and service parts operations and thereby preserving the job and income security of UAW members.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

Subject: JOBS Program –Volume Related Layoffs - SEL

During the course of these negotiations, the Corporation and Union have provided Delphi Corporation employees with substantially increased job security through the new SEL feature of the JOBS Program, which protects eligible employees against layoff for virtually any reason except volume related market conditions. The parties recognize that employment levels may continue to fluctuate as a result of the cyclical nature of demand in our industry. The Corporation acknowledges, however, the importance of minimizing layoffs even in instances where volume related declines are unavoidable. In particular, the Union stressed the importance of reducing overtime and shifting dual sourced production requirements to UAW- Delphi plants in the event of overall market declines. The Corporation agrees to take these and other actions whenever practical.

In any event, however, employees affected by volume related declines would exercise their seniority in line with local seniority agreements and, if otherwise eligible, receive benefit treatment in accordance with the Supplemental Agreements attached to the current Delphi-UAW Collective Bargaining Agreement.

Identifying the complex inter-relationships of all the factors involved with volume fluctuations is a difficult task. The parties agreed, however, that for purposes of

determining SEL related protections they must identify just those volume declines that are attributable to market related conditions, and in turn just those declines that are not affected by Corporation sourcing choices of products and components that compete with or act as replacements for products and components produced by Delphi Corporation employees covered by this Collective Bargaining Agreement. In other words, volume declines that are attributable to the Corporation's production and purchase arrangements with any related or unrelated party (subsidiaries, affiliates, captives, joint ventures, transplants, etc.) would be considered an exception to the overall volume related exclusion in Section I(E) of the JOBS Program.

The parties also agreed that the complexity of these issues requires that the Corporation provide Local JOBS Committees adequate notice of any impending volume-related layoff, as well as all information necessary to fully evaluate its underlying causes, the extent to which such decline is associated with a Corporate sourcing action and the appropriate number of SEL eligible employees that should be affected by the layoff.

The Corporation recognizes, moreover, that it has the responsibility to justify implementation of a layoff in the context of the protections spelled out in the JOBS Program and the guidelines outlined in this letter. Similarly, the Corporation also accepts the responsibility of proving that the proper number of employees are recalled to SEL positions when a volume related decline is reversed, again within the context of the JOBS Program protections and the guidelines outlined in this letter.

The following are to be considered as illustrations to assist the parties in determining when volume related declines support reductions in employment. These illustrations should not be considered all inclusive.

- Market Related Conditions - Included in this category is customer preference of one product over another that might result in a decline in sales of a U.S.-built Delphi Corporation product that requires

the layoff of employees, provided such sales declines are not the result, for example, of increased sales or increased market share of competitive captive imports or joint venture products or any other product sold in the U.S. by Delphi Corporation but not produced in a UAW- Delphi plant.

— Example of Market Related Conditions

(1) There is a decline in economic activity which depresses sales of UAW- Delphi Corporation products. Lower production levels require the layoff of employees. Plant A, employing 4,100 SEL-eligible employees, is the sole source of Product Z for the U.S. market; it is required to layoff one shift, or 2,000 employees. The number of SEL-eligible employees at the plant remains at 4,100, including 2,000 open positions for laid-off employees.

While the plant is down to one shift, the Corporation decides to outsource Product X, which reduces employment requirements by 250 employees per shift. Two hundred fifty (250) employees are placed on Protected employee status. There is no impact on the SEL numbers.

U.S. demand picks up to pre-layoff levels and the second shift is called back. Active employment at the plant goes back to 4,100.

As the second shift is called back and the plant is back to pre-downturn production levels, an additional 250 employees are placed on Protected employee status which now leaves a total of 500 employees. The SEL plant number remains at 4,100.

(2) Plant B (5,000 SEL-eligible employees) is not the sole source of Product Y, which is also produced in Canada for the U.S. market, in Plant BC. Plant BC supplies one-fourth of the U.S. demand for Product Y. An economic downturn in the U.S. reduces demand for

Product Y by 160,000. In accordance with SEL guidelines, volume related employment reductions cannot exceed Plant B's share of pre-downturn volume levels (three-fourths) applied to the reduced level of overall sales. Production in Plant B is therefore reduced by no more than 120,000 units, causing layoffs of 2,000 workers. Plant B's number of SEL-eligible employees remains at 5,000, including 2,000 open Bank positions.

Product Y demand in the U.S. market picks up by 60,000. The Corporation decides to produce 30,000 of those units in Plant B and the rest in Canadian Plant BC. The increase in production is not accomplished in proportion to pre-layoff production shares; to comply with SEL, the Corporation must recall 250 employees which it assigns to Protected employee status in addition to the 500 employees required for the pick up in production.

- Product Discontinuance - Because of the introduction of a new U.S.-built Delphi Corporation product or a non-allied company product not sold by Delphi Corporation, sales of another Delphi Corporation-manufactured product may decline, and production of the latter product must be curtailed necessitating reductions in employment. Such reductions would be considered volume related declines under Paragraph I(E) of the Program.

  — Examples of Product Discontinuance or Phase Out and Changes in Customer Preference

  (1) A new U.S.-built Delphi Corporation product (or any other new non-allied company product which is not marketed by the Corporation) is introduced. Sales of Product X decline by 50%, and production must be curtailed. The necessary reductions in employment are made through layoffs, keeping the number of SEL-eligible employees at the plant at the same level.

(2) Battery Plant C, employing 1,400 SEL-eligible people, produced *half of the batteries* for Vehicle X; the other half are produced at a Corporate plant in Mexico. The volume reduction is made totally at Plant C rather than split proportionately between Plant C and the plant in Mexico. Therefore, in accordance with the JOBS guidelines *half* of the 700 employees who are not required any longer in Plant C due to this event are assigned to Protected employee status, and the other 350 employees would be laid off. The number of SEL-eligible employees at Plant C remains at 1,400, including 350 open volume related positions.

- Faulty Product - Vehicle line volume may decline because of faulty parts in a vehicle that cause customers to place the product in disfavor. Related Delphi Corporation product volume may also decline. Such reductions would be considered volume related declines under Paragraph I(E) of the Program.

- Changes in Customer Preference - Delphi Corporation volume may decline because of customer preference shifts - in turn affecting mix and therefore demand, e.g., small car preference shifts to large car; option preference swings; high product content to low product content. Such reductions would be considered volume-related declines under Paragraph I(E) of the Program.

- Non- Delphi Corporation Commercial Customer Preference - Cancellation or declines in product volume for Delphi Corporation manufactured parts that are sold to unrelated firms may cause volume changes. Such volume reductions would be considered volume-related declines under Paragraph I(E) of the Program.

  — Examples of Non- Delphi Corporation Commercial Customer Preference

  Plant A produces heavy duty cranking motors for off the road construction equipment. Volume is

reduced as a result of a decline in the construction industry. One hundred fifty (150) employees are laid off; 150 open volume-related positions are established.

At the time production is back to pre-layoff levels the Corporation introduces two robots which replace 25 employees. According to SEL guidelines all of the 150 employees are recalled from layoff, 25 of them are assigned to Protected employee status, and the number of SEL-eligible employees remains equal to its pre-layoff level.

- Non- Delphi Corporation Produced Products - If sales of a new or replacement product manufactured by an allied company for Delphi Corporation, that competes with a product manufactured by the Corporation, results in reduced sales of the Corporation-manufactured product, the action would not be volume related and layoffs under Paragraph I(E) of the Program would not be permitted.

  — Example of Non- Delphi Corporation Produced Products

  The Corporation outsources a product that it markets in competition with Product W manufactured by UAW- Delphi Corporation employees. This results in reduced sales of Product W. Employment requirements are reduced, but this event is not covered under Paragraph I(E) of the JOBS Program and layoffs are not permitted. This protection also extends to employees producing UAW- Delphi components which are manufactured for Product W.

- Components or Materials

It is recognized that reductions in vehicle production will often be accompanied by reductions in component production. When reductions in vehicle production are volume related, pro-rata reductions in component production will normally be considered volume related as well. However, to the extent a reduction in component production results from a shift in sales to product sold by Delphi

Corporation but not produced in UAW-Delphi Corporation plants, the reduction will not be considered volume related. Furthermore, when a like or similar component is dual-sourced from a UAW-Delphi Corporation and a non-UAW- Delphi Corporation plant, production declines at the UAW-Delphi Corporation plant will only be considered volume-related to the extent the dual-sourced component produced at that plant continues to be produced in its pre-production decline proportion.

— Examples:

(1) Plant A receives regular automotive batteries from a UAW- Delphi Corporation plant and heavy duty batteries from a non-UAW- Delphi Corporation plant. A volume decline occurs in regular automotive batteries because of customer preference for heavy duty batteries. Such reductions would be considered volume related declines under the Program but would not have to be taken proportionately because the batteries would not be considered like or similar components.

(2) Plant B receives regular batteries that have plastic fastening brackets from a UAW- Delphi Corporation plant and regular batteries that have steel fastening brackets from a non-UAW- Delphi Corporation plant. The batteries are used interchangeably and would be considered like or similar components. Therefore, any volume declines in battery production would have to be taken proportionately to be considered volume related.

As implied by these examples, there are many variations to be considered when determining volume actions. This letter is intended to provide a framework within which Local and National JOBS Committees may review the applicability of Paragraph I(E) to volume reductions.

JOBS PROGRAM – VOLUME RELATED LAYOFFS – SEL

If a Local JOBS Committee cannot agree on a situation being defined as volume related, the matter may be appealed to the National JOBS Committee for resolution.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (65),(66)]
[See App. K,(I),(D)]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations regarding the JOBS Program – SEL, the parties discussed utilization of Protected employees at some length. The Corporation and the UAW have agreed that productive utilization of Protected employees is critical to the viability of our operations, and to the continued success of our JOBS Program.

It was agreed that local JOBS Committees must make every effort to ensure that Protected employees are fully utilized on meaningful assignments. The parties have recognized that both underutilized employees and unproductive assignments are contrary to the spirit of the Agreement. It is the intent of the Parties to utilize Protected employees in accordance with previously agreed practices.

For purposes of the JOBS Agreement, "non-traditional" work could encompass any assignment(s) within the facility (except regular productive work, including the direct production, assembly or fabrication of vehicles or components) which can efficiently and safely be performed by the individuals involved.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations we have explored at length methods to preserve and increase the job opportunities of our employees - your members. Further, we have mutually recognized that the best potential for increased job opportunities is a growing and thriving Corporation fully competitive in all aspects of its business.

During the discussions and in response to your concerns regarding the outsourcing of UAW work, a new sourcing letter has been submitted providing a mechanism for meaningful advance Union involvement so that the plant, division, or Corporate sourcing authority may objectively consider the Union's input. The Job Security (JOBS) Program provides job security unmatched in American industry.

The major concern addressed by both the sourcing letter and the JOBS program is the retention of UAW jobs within the Corporation. The entire issue of job security, however, is broader than the continuation by the Corporation of its current business activities. The JOBS Program recognizes that long range job security must include opportunities in our traditional business lines and development of businesses in non-traditional fields providing jobs for our current employees and future job entrants.

The challenge to the parties is a serious one, requiring the full range of all of our talent, experience and

imagination. To enhance opportunities for employment growth, the parties agree the Growth and Opportunity Committee will be continued during the term of the current Agreement. This Committee is charged with pursuing opportunities in non-traditional business areas with an overall view toward providing new jobs not currently included in the scope of Delphi Corporation operations. Each feature of the total business opportunity must be examined including 1) the market for the product to be produced, 2) expenditures that are required for equipment or tooling, 3) the cost of any plant modernization or rearrangement, including additions to an existing facility, 4) the availability of the necessary technology, 5) the lease or purchase of a new facility, 6) characteristics of the business including material, capital funds, and wage and benefit levels of other employers in the industry in which the new business will compete, 7) the nature of bargaining agreements needed to assure the new business is competitive, and 8) the expected return on investment relative to the standard in the industry in which the new venture would compete.

In analyzing the feasibility of entering into new business ventures the parties have agreed to call upon the full extent of Corporate and Union resources. As an indication of the seriousness of its commitment to employment growth through business diversification into non-traditional areas, the Corporation will make available up to $100 million of funding to provide for this program during the term of the current Agreement. However, should the Growth and Opportunity Committee recommend new business funding in excess of this amount, The Corporation agrees to review such requests in accordance with the guidelines of this Document No. 12. These funds will be available for investment in new business ventures including, as appropriate, the establishment of separate Corporate organizational structures.

Investment funds will be released on an "as required" basis. Only those ventures receiving concept approval and initial funding prior to the expiration of the current Agreement will be considered as firm commitments by

the Corporation. Accounting for fund expenditures will be the responsibility of the Growth and Opportunity Committee.

This new program will be administered by the Growth and Opportunity Committee. This Committee will be comprised of equal numbers of Corporate and Delphi-UAW representatives with multidisciplinary backgrounds. It will be the responsibility of the Committee to make recommendations to the Corporation and Union for concept approval and to request new venture funding from the Corporation for business opportunities deemed to be consistent with employment growth objectives of the program.

The Growth and Opportunity Committee will be responsible to: 1) communicate to divisional and local managements and to regional and local union representatives the full scope of this new business concept, 2) review and study the feasibility of proposals made by local JOBS Committees regarding entry into new business ventures, 3) initiate studies necessary for a complete examination of new business ventures proposed locally or by the Committee, 4) make presentations and recommendations to the Executive Board Joint Activities 5) report back, where appropriate, to the local JOBS Committee its findings and recommendations regarding a proposed new business venture, and 6) devise means of encouraging the entire organization, hourly and salaried, to participate in bringing new competitive business into the Corporation and creating new jobs.

The Growth and Opportunity Committee will be guided by the following when considering new business venture proposals:

(1) The jobs created should be in areas in which there is no significant unionized domestic competition, or in the case of traditional areas, where the competition is non-union or outside the U.S.

(2) Work similar, but not identical to, work currently performed in-house, must be included for wage

and benefit purposes under the National Agreement. Such proposals may include high risk or marginally profitable projects that Delphi Corporation would otherwise not consider.

(3) Such new business ventures must be located completely separate from facilities under this Agreement except for those described in Paragraph (2) above.

Contingent upon the business climate and market proximity, we have agreed to pay particular attention to communities affected by the loss of Delphi-UAW employment opportunities. Accordingly, any newly created business venture developed through the efforts of the Growth and Opportunity Committee will be expected to provide opportunities for new employees, with preferential consideration given to UAW represented employees laid off from or working at Corporation facilities. Therefore, to the extent permitted by law, the Corporation or other employer will recognize the UAW as the representative of the hourly employees working at businesses developed through the Growth and Opportunity Committee for the purpose of collective bargaining. In this regard, the parties recognize the need to develop innovative approaches to labor relations and commit to negotiating new collective bargaining agreements for each venture.

The Growth and Opportunity Committee will report periodically to the Delphi Corporation Strategy Board and International Union UAW on their progress in identifying and developing viable opportunities for employment growth.

The approach to job security and new business opportunity reflected in this agreement requires a relationship typified by trust and the mutual willingness to take risks in return for economic rewards and job opportunities. Our enthusiasm to search for new business must be shared by divisional and local managements and by regional and local union representatives.

The success of this joint activity will be measured

based upon results. A high level of commitment will be required from all parties to enhance the potential for success. The commitment of a full-time effort to seek new employment opportunities should improve the overall effectiveness of the program.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See App. K, App. L]
[See CSA #18]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

Subject: Plant Closing Moratorium

As a result of your deep concern about job security in our negotiations and the many discussions which took place over it, this will confirm that during the term of the new Collective Bargaining Agreement, until September 14, 2007, the Corporation will not close, nor partially or wholly sell, spin-off, split-off, consolidate or otherwise dispose of in any form, any plant, asset, or business unit of any type, beyond those which have already been identified, constituting a bargaining unit under the Agreement.

In making this commitment, it is understood that conditions may arise that are beyond the control of the Corporation, e.g., act of God, and could make compliance with this commitment impossible. Should such conditions occur, the Corporation will review both the conditions and their impact on a particular location with the Union.

Should it be necessary to close a plant constituting a bargaining unit consistent with our past practice, the

Corporation will attempt to redeploy employees to other locations and, if necessary, utilize the "Special Programs" identified in Appendix K of the Delphi-UAW National Agreement or other incentivized attrition programs as agreed to by the National JOBS Committee.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations, the parties discussed the roles and responsibilities of Divisional Management in the Joint Health and Safety Process. The parties agreed that leadership direction, whether Management or Union, must always be consistent with the Joint Health and Safety Process.

The Delphi Corporation Strategy Board initiative clearly directs Management to utilize joint health and safety programs to help support our efforts to achieve a healthy and injury-free workplace. During the negotiations, the Chairperson of the Manufacturing Task Team, the Management group identified to oversee our health and safety improvement efforts by the Delphi Corporation Strategy Board's initiative, spoke with the parties about Management's commitment and desire to use the Joint Health and Safety Process for Delphi employees in UAW-represented facilities.

Therefore, the parties agreed that members of Divisional Management and representatives of the Union will support and operate within the policies and procedures established in the Joint Health and Safety Process.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Doc. 7]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations, the parties discussed the problem created when local managements are reluctant to recall laid off employees to perform work of known short-term duration because under the terms of the 1982 Agreement such employees regenerate costly benefits.

As a result of these discussions, changes are incorporated in the current agreement which delay regeneration of certain benefits. In response to those changes the Corporation assured the International Union that local Management would discuss with the Local JOBS Committee plans to recall available laid off employees or hire available area hire applicants to fill such short-term openings.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See App. A,D2.K]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the course of these negotiations, many discussions took place concerning the development of a more efficient communication process with the Purchasing Activity, particularly with respect to its role in the sourcing process. To address the Union's concerns in this regard, the Corporation will provide an orientation meeting with senior Delphi Purchasing management within 30 days of the effective date of the new Agreement. The purpose of the meeting will be to identify employees within the Purchasing organization who will serve as contacts in their area of expertise with the UAW General Motors Department Sourcing Staff. It is understood by the parties that the role of these purchasing contacts will be to provide information to the UAW General Motors Department Sourcing Staff on the Purchasing process, sourcing actions, and supplier quality concerns. To improve the open flow of information relative to any sourcing actions which may be pursued, representatives of the Delphi Purchasing organization will be included in the Quarterly Joint National Sourcing meetings. Additionally, the National Sourcing Committee will have access to specific information in the Global Purchasing System, through a designated Delphi Purchasing representative.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During current negotiations, the parties reaffirmed their recognition of the value of an open and candid exchange of views and ideas between officials of the UAW and Corporation management. Of particular importance to the Union is a timely exchange of information on major decisions that will significantly impact the employees it represents. As a result of these discussions, when requested, arrangements will be made for the Director of the GM Department of the UAW to address the Corporation's Board of Directors or appropriate committee(s) of the Board on a periodic basis.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

Inter-Organization

DELPHI CORPORATION

Date: September 18, 2003

Subject: Financial Secretaries – Dues Check-Off

To: All Personnel Directors
Plants Covered by the Delphi-UAW
National Agreement

As a part of the current negotiations, Delphi Corporation informed the International Union, UAW, that the content of Mr. George B. Morris, Jr.'s letter of November 19, 1973 involving problems of Financial Secretaries would again be published as follows:

> During 1973 negotiations, the Corporation and the International Union again discussed at length the problems encountered by Financial Secretaries of local unions in maintaining timely and accurate record systems of the dues payments of local union members. Certain new contract provisions in the new Agreement should facilitate the maintenance of these systems.
>
> Several of the matters raised during these negotiations involve the operation of local procedures, and accordingly, should be dealt with locally within the framework of the following general understandings.
>
> Local procedures should be such that signed Authorization for Check-Off of Dues forms are made available to the Financial Secretary on a prompt and orderly basis.
>
> In the case where it is appropriately certified that an employee owes a substantial amount in past dues, mutually satisfactory arrangements may be made to deduct portions of such dues from two or more pay checks.
>
> Provisions should be made to furnish the Financial Secretary with the respective overall

totals of the types of deductions identified in the information furnished pursuant to Paragraph (4o).

Requests by the Financial Secretary for the employment status of, or compensated hours data for a specific employee, for a specific month for which no dues were deducted, should be responded to without undue delay.

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (4h),(4k),(4o),(4s),(61c)]
[See Doc. 19]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the parties discussed situations where the Local Union was required to refund union dues to a large number of employees. This occurred when employees were laid off after a dues deduction had been made but before they had worked sufficient hours to be liable for dues under the UAW Constitution for that month.

The Corporation advised the Union that in those situations where it is known in advance that a large number of employees (100 or more) are scheduled to be permanently laid off and are not anticipated to work the necessary hours to owe dues under the UAW Constitution, the Financial Secretary may request that the plant delay for one week the deduction of monthly dues. In similar situations where the number of employees being laid off is less than 100, the Financial Secretary may request that the regular deduction of monthly dues for these employees be suspended. These requests must be submitted to the plant Personnel Director one week prior to the payroll period that monthly dues deductions are made.

FINANCIAL SECRETARIES – TEMPORARY DELAY OF DUES CHECK-OFF

Upon request of the Personnel Director, the payroll department will initiate the required steps to accomplish this procedure.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (4k),(4o),(61c)]
[See Doc. 18]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations the parties discussed the problems created when apprentices are permanently laid off or reduced from their apprentice classification due to the closing of their plant or the permanent discontinuance of their apprentice classification and as a result not able to complete their apprentice training.

As a result of those discussions, the Corporation agreed to establish an informal procedure whereby such apprentices may, within seven calendar days of their last day worked as an apprentice, apply for consideration for openings in the same apprentice classification at other plants in the same area hire community as described in Document 21 of the National Agreement. Application forms will be made available upon request, and a copy of completed forms will be forwarded to other plants in the area which have an apprentice program in the appropriate skilled classification.

In addition, such apprentices may apply for similar openings in other plants outside the same area hire community. In the event such apprentices cannot be placed in the same area hire community they will be offered available openings in the same apprentice classification in other plants outside their same area hire community. When such apprentices, including those who do not apply, are not placed they may be offered other available openings upon the approval of the Delphi-UAW Skilled Trades and Apprentice Committee.

APPRENTICE PLACEMENT – CLOSED PLANTS OR DISCONTINUED PROGRAMS

Applicants who are employed in accordance with the above procedure may be eligible for a Relocation Allowance under the applicable provisions of the National Agreement covering similar circumstances.

Eligible apprentices will be given preference for openings in their same apprentice classifications over new applicants from either apprentice application list provided they are capable of performing the work. Selections will be made from among those seniority apprentice applicants with the greater number of completed shop training hours, taking into consideration other factors such as proximity to the employing plant. Acceptance of placement and acquiring seniority at the secondary plant by such apprentices will result in the termination of recall rights to the apprentice training program at such apprentices' former plant(s). Such apprentices will establish a new date-of-entry into the trade at the secondary plant. Credit for prior experience, only for completion of their term of apprenticeship, may be granted at the secondary plant pursuant to Paragraph 132, N.A. These provisions will not be the basis for any claims for back wages or any form of retroactive adjustment.

Disputes regarding the provisions of this letter may be referred to the Delphi-UAW Skilled Trades and Apprentice Committee.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (63,(64)(e),(96a),(127)(d)(1)]
[See App. A]
See Doc. 21

MEMORANDUM OF JOINT COMMITMENT: EMPLOYEE PLACEMENT FOR CLOSED AND DISCONTINUED OPERATIONS

Both parties recognize the importance of fully utilizing Delphi-UAW employees in regular, productive work. In this regard, the parties will continue to build on past joint efforts aimed at providing opportunities and incentives designed to encourage laid-off, Protected and active employees to relocate to available job opportunities at UAW-Delphi facilities outside of their current location, with particular emphasis on placing employees from closed or discontinued operations.

The parties, in committing to continued cooperation in this employee placement effort, recognize that necessary productivity and quality improvements, together with the effects of normal and accelerated attrition activities, have had and will continue to have a significant impact on staffing requirements at Delphi locations.

The parties agree that an employee placement, relocation and stabilization program will be jointly developed for closed and discontinued operations which will encourage accelerated retirements, relocation and placement of affected employees. Such program will be tailored on a mutually agreeable basis to the individual needs and circumstances of affected locations. A detailed plan, including a range of specific alternatives from which the employee will choose, will be offered to affected employees at the earliest practical time but in no event later than 60 days after the closing or discontinuation of an affected operation.

Doc. No. 22
NOTICE TO LAID OFF EMPLOYEES OF ANTICIPATED RECALL

Inter-Organization

DELPHI CORPORATION

Date: September 18, 2003

Subject: Notice to Laid Off Employees of Anticipated Recall

To: All Presidents
All Personnel Directors

As a part of current negotiations, Delphi Corporation informed the International Union, UAW that the content of Mr. George B. Morris, Jr.'s letter of November 22, 1976, concerning Notice to Laid Off Employees of Anticipated Recall would again be published as follows:

> During 1976 negotiations, the parties discussed at length the problems involved in recalling large masses of employees back to work from layoff in situations such as the addition of a shift at a plant. Both parties recognized the mutual interest that would be served by the local management notifying laid off seniority employees in advance of such known mass recalls to facilitate the orderly recall when it in fact occurs.
>
> Accordingly, when mass recalls are anticipated sufficiently in advance at a local plant, local management and the local union should discuss the matter of a pre-recall notification to employees in an attempt to arrive at a mutually satisfactory method to implement the notice.
>
> It is mutually recognized that such notice or lack of notice will be without prejudice to either party in the application of any terms of the National Agreement or any local agreements. Moreover, any agreement reached with respect to advanced

notice of anticipated recall will not be cited or relied upon by an employee or the union or the management as a basis for a claim for or denial of back pay.

Kevin M. Butler
Vice President
Human Resource Management
[See Par. (64,(d)]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

This will confirm our advice to you during the recent negotiations that in the event a seniority employee is laid off in a reduction in force and an employee rating form is completed, no indication will be made on such form as to whether or not the employee is recommended for rehire at that plant or for preferential hiring consideration under Appendix A of the National Agreement.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

(See App. A)
(See Doc. 21)

DELPHI CORPORATION

September 16, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During current negotiations, the Union expressed concern that the increased requirements on the Committeepersons' time for attendance at management meetings was, on occasion, preventing employees from receiving representation in a timely manner.

In this regard, the Corporation and the Union agreed that when such a situation exists, the local parties will allow the Alternate District Committeeperson to handle current grievances until such time as the District Committeeperson becomes available.

In the case of District Committeepersons who are also members of the Shop Committee pursuant to Paragraph (11) of the National Agreement, the local parties will allow their Alternate District Committeepersons to handle current grievances during the period that such District Committeeperson is legitimately involved in meeting with Management at Step Two and Step Three of the Grievance Procedure or during other mutually agreed upon local contract negotiations meetings.

Any problems in this area should be raised with the GM Department of the UAW or with the Corporation Labor Relations Staff.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

(See Par. (25))

DELPHI CORPORATION

September 16, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During current negotiations, Delphi Corporation reaffirmed the matter of Mr. L. G. Seaton's December 15, 1967 letter to the International Union, UAW regarding the Corporation's "closed plants" policy as it affects vacation pay of certain employees as follows:

During recent contract negotiations, the parties discussed the Corporation's long standing policy ('closed plants' policy) applicable to employees who, after receiving a vacation pay allowance at a Delphi Corporation plant based on seniority held in some other Delphi Corporation plant, broke seniority at the other Delphi Corporation plant under Paragraph (64)(e) of the National Agreement. They also discussed the effect of Paragraph (188) of the new National Agreement on these employees and on employees to whom Paragraph (187) of the 1961 National Agreement was applied.

The Corporation informed the International Union that during the term of the new National Agreement the provisions of Paragraph (188) shall apply to an employee whose vacation pay allowance was computed, as of his latest vacation pay allowance

eligibility date under the 1961 National Agreement, in accordance with the Corporation's 'closed plants' policy or in accordance with the provisions of Paragraph (187) of the 1961 National Agreement, notwithstanding the fact that Paragraph (188) refers to seniority being broken 'hereafter.'

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

Inter-Organization

DELPHI CORPORATION

Date: September 18, 2003

Subject: Prior Seniority - Vacation Pay

To: Presidents
Personnel Directors

As a part of the current negotiations, Delphi Corporation informed the International Union, UAW that the content of the George B. Morris, Jr. letter of November 19, 1973 regarding prior seniority would again be published as follows:

> During 1973 national negotiations, discussions were held regarding employees who had prior seniority in another Delphi Corporation plant which has not been recognized in the computation of vacation pay allowance.
>
> The Corporation agreed that a period will be established during which such an employee can apply for use of such prior seniority in calculating future vacation pay allowances provided the employee meets the following criteria:
>
> 1. Written application is made no later than February 28, 1974 on forms provided by the Corporation at the local plant Personnel Departments. (For employees with seniority dated between July 1, 1954, and July 1, 1960, who are on seniority layoff or leave of absence as of the effective date of the 1973 National Agreement, an application will be mailed to their address of record.)
>
> 2. The employee has continuously held seniority at the plant in which he is now working, and elected to remain at work at such plant rather than accept recall to the plant in which he held an earlier seniority date, and as a

consequence, such earlier seniority was broken pursuant to Paragraph (64)(d) between July 1, 1953, and July 1, 1960, inclusive.

3. Adjustments to vacation pay allowance eligibility under these provisions shall only be made in those cases which can be substantiated by information contained in, or originating from, Delphi Corporation records.

4. The employee meets all other National Agreement eligibility rules.

Once the earlier seniority date is recognized as provided above, it shall be applied on the employee's vacation pay allowance eligibility date following the effective date of the Agreement.

It was further understood that nothing in this letter would serve to change an employee's current annual vacation pay allowance eligibility date.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (188)]

MEMORANDUM OF UNDERSTANDING REGARDING DRUG TESTING

During 1990 National Negotiations, the parties discussed at length the worsening drug problem in our country and the rising incidence of chemical dependency. Chemical dependence on the part of employees impacts the workplace in terms of quality, productivity, and effectiveness of operations, while threatening the safety and well-being of both the chemically-dependent employee and his/her co-workers. As a result, the parties agreed to institute a screening program and to periodically review it during the term of the agreement and make adjustments where deemed appropriate. This memorandum reflects such screening program and adjustments to it.

Process

Employees may be screened for substance abuse (alcohol and drugs) in the following instances:

1. As part of a return to work physical for employees returning from substance abuse related sick leaves of absence.

2. As required by law; such as, F.A.A., D.O.T. and D.O.D.

All testing and reporting will be conducted in accordance with the guidelines established by the Department of Health and Human Services.

Implications

It is not the intent of the testing requirements to imply that an employee is impaired at the time a sample is provided for testing. An individual who tests positive will be handled in the following manner:

1. FIRST POSITIVE: The employee will be deferred

from working for approximately two weeks and scheduled for follow-up testing. EAP services are to be offered to the employee and the employee is to be referred to the CDR. The employee will automatically be subject to further unannounced screening for a period of three months.

2. SECOND POSITIVE: The employee will again be deferred from working for approximately two weeks and scheduled for follow-up testing. EAP services are to again be offered to the employee and the employee is to be referred to the CDR. The employee will automatically be subject to further unannounced screening for a period of six months.

3. THIRD POSITIVE: The employee will again be deferred from working for approximately two weeks and scheduled for follow-up testing. EAP services are to again be offered to the employee and the employee is to be referred to the CDR. The employee will automatically be subject to further unannounced screening for a period of twelve months.

4. FOURTH POSITIVE: The employee will be discharged regardless of prior disciplinary record or length of service. Grievances protesting irregularities in the testing procedure may be taken through the grievance procedure; however, extent of penalties arguments are not subject to the Umpire's discretion.

All positive test results will be subject to a mutually agreed to third party evaluation upon request of either party. Problems selecting a third party may be referred to the National Work/Family Committee. Employees who refuse to be tested will be treated as though they had tested positive.

Once terminated, if the employee satisfactorily documents to local management and local union six months continuous sobriety, within the 60 months

following discharge, the employee will qualify for re-employment under Article VII of Document 39 of the National Agreement.

International Union, UAW **Delphi Corporation**

Dated: September 18, 2003

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

Re: Federally Mandated Drug Testing

During these negotiations, the parties discussed the subject of drug testing mandated by the Department of Transportation, the Federal Aviation Administration, and the handling of positive drug tests under this legislation.

It is the Corporation's intent to continue the practice of removing employees who test positive from the covered job.

If an employee who is required to be tested by law, tests positive then transfers to a non-covered classification, the employee will be removed from the drug testing pool and will not be subject to further drug testing except in the case of return from substance abuse related sick leave. Such employees will not be returned to a covered job until submitting to a further drug screen and testing negative. The parties will discuss and develop a process for the placement of employees who have tested positive and wish to be placed in an assignment involving the use of motorized equipment requiring a license.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the 1999 negotiations, the subject of personnel practices with different application to hourly and salaried employees was again discussed as an area giving rise to the appearance of a "double standard" of treatment. To this end, it was agreed to republish the text of the October 8, 1987 A. S. Warren, Jr. letter on the subject of such personnel practices:

"During these negotiations, the Union expressed concern regarding certain plant personnel practices that have different application to salaried and hourly employees. It was stated that such practices may adversely impact employee attitudes thereby affecting union-management efforts to improve local operations and the work environment.

"The Corporation responded by describing the many innovative and varied approaches taken by local parties in an increasing number of plant locations to address these issues.

"Accordingly, it was agreed that such matters are more appropriate for discussion by the local parties as part of their continuing efforts to establish a work environment and relationship characterized by mutual respect and trust."

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

The following is the text of the written and published policy of Delphi Corporation in employment:

"Operating as it does on a nationwide basis, Delphi Corporation offers employment opportunities to many people in many different locations throughout the United States.

"The policy of the Corporation is to extend these opportunities to qualified applicants and employees on an equal basis regardless of an individual's age, race, color, sex, religion, national origin, disability or sexual orientation.

"Hiring and employment practices and procedures implementing this policy are the responsibility of the employing units. However, these practices, procedures and decisions are to be, at all times, in conformity with the Corporation Equal Opportunity Employment Policy."

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Preface, Par. (6A),(63),(153)]
[See Doc. 31,32,33,99]

Doc. No. 31
EQUAL APPLICATION COMMITTEES – NATIONAL AND LOCAL

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the course of the current negotiations, Delphi Corporation and the International Union, UAW reaffirmed the matter of the Corporation's letter of November 19, 1973, regarding the National and Local Equal Application Committees. In line with that letter, the Parties have agreed to the following:

For many years the Corporation and your Union, in their respective fields, have been leaders in adopting and effectuating policies against discrimination because of age, race, color, sex, religion, national origin, disability or sexual orientation, and sexual harassment and to this end the parties have expressly incorporated Paragraph (6a) in their National Agreement that both insures adherence to that principle in all aspects of employment at Delphi Corporation and provides the contractual grievance and arbitration procedure for the resolution of alleged violations of that principle.

The parties recognize the desirability of increased communication and cooperative effort on this subject (1) to encourage employees and grievance representatives to use the grievance and arbitration procedure as the exclusive method for prompt resolution of all claims of violations of Paragraph (6a), (2) to determine the cause of such claims in order to reduce the probability of these claims arising or recurring, and (3) to maintain liaison with appropriate federal and state civil rights agencies for the following purposes: (a) to increase

understanding, (b) to promote and encourage the use of the grievance and arbitration procedure in order to avoid multiplicity of litigation in many forums simultaneously which is frequently time consuming, contradictory and hence, nonproductive to relieving employee problems, (c) to seek solutions to mutual problems, (d) to relieve tensions in this area, and (e) to exchange information, expertise and advice, and (f) to provide and monitor jointly approved diversity training modules.

Accordingly, the parties agree to establish within thirty (30) days of the ratification of the National Agreement dated today a National Equal Application Committee and Local Plant Equal Application Committees.

The National Equal Application Committee will be composed of three (3) representatives of the International Union, one of whom will be a member of the International Union's Civil Rights Committee, or a designee, and three (3) representatives of the Corporation, one of whom will be active in the Corporation's equal employment opportunity programs. The National Committee will meet quarterly or more frequently if mutually deemed desirable or necessary and its functions shall be the following:

a. Review and discuss ways and means of encouraging employees and grievance representatives to use the grievance and arbitration procedure as the exclusive method to resolve claims of violations of Paragraph (6a).

b. Conduct or arrange for investigations and/or studies into the cause of equal employment opportunity and discrimination problems and tensions in an attempt to prevent such problems from arising or recurring.

c. Maintain liaison with appropriate federal and state agencies for purposes set forth in the second paragraph of this letter.

d. Review and discuss ways and means of implementing Delphi Corporation policy regarding employment of individuals with

disabilities set forth in the letter from Kevin M. Butler to the International Union.

e. Advise and counsel Local Plant Equal Application Committees.

f. Review and develop jointly the necessary tools that would allow the National Equal Application Committee to audit, monitor and evaluate UAW-Delphi local plant diversity environments and initiatives. These tools will also be available online.

g. A joint National Critical Intervention Team will be established to provide onsite assistance to the local plant Equal Application Committee, upon request of the Local Joint Activities Committee.

h. A Diversity Training Program will be made available to all UAW-Delphi local plant leadership.

At each plant or facility that the National Agreement covers, a Local Plant Equal Application Committee will be established consisting of three (3) representatives of the Local Union and two (2) representatives of Management. The three (3) representatives of the Local Union shall consist of the Chairperson of the Shop Committee, the Chairperson of the Civil Rights Committee of the Local Union and the Local President. The two (2) representatives of Management shall be the Plant Manager, or a designated representative, and a member of Management at the plant active in the Corporation's equal employment opportunity program. Local Plant Equal Application Committees will meet on a scheduled quarterly basis, and shall have the following duties:

a. Recommend to the National Committee ways and means of promoting use of the grievance procedure as the exclusive method for resolving claims of violations of Paragraph (6a).

b. Suggest guidelines for Union and Company representatives active in the grievance procedure in the proper and prompt handling of grievances alleging such claims.

c. Recommend to the National Committee means for determining the cause of equal employment opportunity and discrimination problems and tensions in the plant.

Where the Chairperson of the Civil Rights Committee of the Local Union is an employee of the plant wages will be paid for time spent attending the quarterly meetings.

Copies of the minutes from these meetings will be made available to the Union.

In addition, the Chairperson will be permitted to leave work up to four (4) hours per week during straight time hours to conduct in-plant investigations of written grievances alleging a violation of Paragraph (6a) of the National Agreement.

The parties continue to recognize their legal and moral responsibility for assuring that all Delphi Corporation employees have equal employment opportunities and freedom from discrimination as set forth in Paragraph (6a) of the National Agreement. Consequently, the function of the National Equal Application Committee and Local Plant Equal Application Committees shall be advisory, consultative and cooperative. While the Corporation and the Union will welcome the recommendations the Committees may make, the Committees may not commit either party to a specific course of action. However, the Union agrees that it will encourage its members to utilize the grievance and arbitration procedure as the means of resolving claims or complaints against the Corporation which allege a violation of Paragraph (6a).

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See App. H]
[See Doc. 30,32,33,99]

Doc. No. 32
DELPHI POLICY REGARDING EMPLOYMENT OF INDIVIDUALS WITH DISABILITIES

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214
Dear Mr. Shoemaker:

The following is the text of the written and published policy of Delphi Corporation regarding employment of individuals with disabilities:

> "The policy of the Corporation is to make reasonable accommodation to the limitations of qualified individuals with disabilities and to extend employment opportunities to such persons taking into account the needs of the business and financial cost and expenses.
>
> "Hiring and employment practices and procedures implementing this policy are the responsibility of the employing units. However, these practices, procedures and decisions are to be, at all times, in conformity with the Corporation policy regarding employment of individuals with disabilities."

Consistent with the foregoing policy, the requirements of Section 503 of the Rehabilitation Act of 1973 and the Americans with Disability Act and the rules and regulations promulgated thereunder, Delphi Corporation represents that it will affirmatively act to

Doc. No. 33
DELPHI POLICY REGARDING EMPLOYMENT OF DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

The following is the text of the written and published policy of Delphi Corporation regarding employment of Disabled Veterans and Veterans of the Vietnam era:

"The policy of the Corporation is to make reasonable accommodation to the limitations of qualified Disabled Veterans and to extend employment opportunities to Disabled Veterans and Veterans of the Vietnam era taking into account the needs of the business and financial cost and expense.

"Hiring and employment practices and procedures implementing this policy are the responsibility of the employing units. However, these practices, procedures and decisions are to be, at all times, in conformity with the Corporation policy regarding employment of the Disabled Veterans and Veterans of the Vietnam Era."

Consistent with the foregoing policy, the requirements of the Vietnam Era Veterans Readjustment Assistance Act of 1974 and the rules and regulations promulgated thereunder, Delphi Corporation represents that it will take affirmative action to employ, advance in

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the Union expressed concern regarding the rights of employees working outside the State of Michigan to review their personnel records. The right of employees to inspect their own personnel files was afforded employees in Michigan in accordance with the 1978 Michigan Employee Right to Know Act.

This will confirm that the right to review individual personnel records, established by the above-mentioned Michigan law, will be extended as a matter of policy to Delphi Corporation employees throughout the United States.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

(See Par. (76b))

employment and otherwise treat qualified Disabled Veterans and Veterans of the Vietnam era without discrimination based upon their physical or mental handicap in all employment practices.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (6a)]
[See Doc. 30,31,32,99]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the term of the 1984 Agreement, the parties developed a National Paid Educational Leave (PEL) Program which provided selected employees with a unique educational opportunity to enhance their knowledge of the automobile industry. Sponsored candidates are approved in advance by the Center for Human Resources. Expenses and lost time for participants in the program are provided from National Joint Training Funds.

The jointly developed and administered PEL Program utilizes industry experts, university analysts and political officials to examine and discuss the economic, technological, and political forces influencing the future of the world-wide automobile industry. This innovative, jointly administered labor-management program has been enthusiastically received by attendees, and UAW and Corporation officials. Academicians, Governmental representatives, writers for world-wide news and trades publications have examined the program and view it as a positive step forward in the industrial relations process. A local version of the PEL Program has also been jointly developed and is currently operating at numerous locations. During these negotiations, the Parties reconfirmed their support of the National and Local PEL Programs and agreed, under the direction of the Executive Board - Joint Activities, to continue to explore methods of updating such information and sharing it

with a broader range of Delphi Corporation employees including appropriate management representatives, and make jointly agreed upon modifications on an ongoing basis.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the parties discussed matters related to the Resource and Referral Services-Work/Family Program.

Work/Family Program Representatives will provide resource and referral information, program promotion and awareness for all Work/Family Programs. These programs include the Employee Assistance Program, Child Care and Elder Care Resource and Referral, Childcare Consortiums, Workplace Violence Training, and Critical Incident Response.

These Work/Family Programs provide quality information to help employees make more informed choices as consumers of Work/Family services.

The joint parties agree to provide a Childcare Network of providers to assist workers with their childcare needs. Based on the data collected and recommendation of the joint parties, the Executive Board-Joint Activities will review and evaluate the scope of such a network.

Under direction of the Executive Board - Joint Activities, the Center for Human Resources will be responsible for

program development, determination of delivery methods, coordination and evaluation. Funding will be provided by National Joint Training Funds.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

The parties have long recognized the importance of providing orientation programs for new employees. Many of these programs resulted from the diligent efforts of plant employee groups and have addressed such topics as quality, teamwork, safety, and joint programs in addition to those items new employees must know to perform their jobs.

"Men and women enter the work force today with little or no knowledge of what is expected of them as employees and as union members in a unionized, industrial plant community. Many of them have not been adequately prepared to cope with industrial situations in which they suddenly find themselves.

"New employees come to Delphi Corporation with little or at best incomplete information about their employer and their union. They have little knowledge of the extensive economic benefits available to them as agreed upon in collective bargaining between the UAW and Delphi Corporation over a period of more than thirty years.

"Many new employees may be unaware of the commitment of Delphi and the UAW to fair employment practices and to the application of the National Agreement to all employees without regard to age, race, color, sex, religion, national origin, disability or sexual orientation. They are not familiar with basic contract provisions covering such subjects as transfers,

promotions, shift preference and seniority. They may be unaware of the opportunities for advancement to highly paid skilled trades jobs through the Apprentice and EIT programs. They tend to be unfamiliar with the obligations of the employee to his job, to the union and to his employer. Many are unaware of the importance of regular attendance, quality workmanship and the need for cooperation by all in getting the job done. Too often they are unacquainted with the various procedural matters related to their job and their relationship to their union and their employer.

"New employees usually have little knowledge of the long history of the UAW and of the administrative structure of the UAW at the International and local union levels. They do not understand about their relationship to the union, about the initiation fees and dues requirements and their rights within the union contained in the UAW Constitution and guaranteed by right of appeal to the Union's Public Review Board.

"Frequently, they have never seen the inside of a manufacturing plant before and are unfamiliar with the operations, the nature of the product and how it is used."

In this regard, the parties agreed to supplement local plant programs by providing a national New Employee Orientation Program through the auspices of the Center for Human Resources. The program will be developed by a joint study team of UAW and Delphi representatives and technical consultants. The focus of the program will be on national materials that explain the respective roles of Delphi and the UAW, the state of the auto industry, the changing composition and diversity of the work force, the negotiated joint programs, and how employees, Management, and the Union work together to foster employee well-being and Corporation business success which benefits both employees and communities.

The national program ensures uniformity of message and treatment. Throughout the development of the orientation program, the Center for Human Resources

will obtain broad-based feedback from divisions, plant and Union representatives to ensure the program best meets the needs of its customers. The program will be made available to requesting locations, including *appropriate support on how to deliver it most* effectively. It is anticipated the national program will be packaged in a self-contained module to provide local parties the flexibility to incorporate it into their ongoing local orientation programs as they deem appropriate. Locations should make the program available to new employees within a reasonable period of time. The national program content will be kept up-to-date and the program will be evaluated periodically to ensure it is meeting its goals. Training will be provided as needed to Corporation and Union representatives from each location responsible for administering the program.

Development and promotion of the national New Employee Orientation Program shall be funded through the UAW-Delphi National Joint Training Funds. Ongoing costs incurred at each location may be funded through Local Training Funds. Local parties may request funding for ongoing program costs from the Center for Human Resources, as necessary.

The New Employee Orientation Program shall not be subject to the Grievance Procedure nor in any way limit communications by the Corporation with its employees or by the Union with its members.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

Doc. No. 39

MEMORANDUM OF UNDERSTANDING EMPLOYEE ASSISTANCE PROGRAM

Delphi Corporation and the International Union express their determination to work jointly with personal problems including substance abuse and mental health among Delphi workers and their families.

Alcoholism and drug dependency is recognized by medical, public health authorities, Delphi Corporation and the UAW as a disease. These diseases can impair workers' ability to function in their lives and on their jobs. Alcoholism and drug dependency as well as other personal problems contribute to increased absenteeism and tardiness and deterioration of job performance. This in turn disrupts work schedules with consequent dissatisfaction among the majority of workers who are sincerely trying to do conscientious jobs. The combination of factors is recognized as having a potentially damaging effect on plant efficiency and endangers the job security of the worker.

The causes of personal problems including alcoholism, drug dependency and mental health are not well understood and cures are difficult. Nonetheless, Delphi Corporation and the UAW believe that constructive measures are possible to deal with these problems which can be a major cause of family breakdown and are related to personal breakdown and violence in the community.

I. Objective

The objectives of this joint effort are to help employees and their family members develop healthier life styles and enhance the effectiveness of the workforce. Further the purpose of this program is designed to help prevent the development of personal problems and provide access for treatment and after care for those already affected.

Delphi Corporation and the International Union acknowledge that neither local management nor the local union working alone can always provide the level of motivation required by employees experiencing personal problems. As a result, joint efforts are imperative in encouraging the employee to seek EAP services, as needed, to respond successfully to treatment, and to maintain a resolve to avoid further personal problems.

II. Guidelines for Administration

Responsibility for directing and coordinating these efforts will be the principal function of the National Work/Family Program Committee. The Committee will be comprised of an equal number of representatives from the respective organizations and will be co-chaired by the Vice President, Human Resources Management for Delphi Corporation and the Vice President and Director of the GM Department of the UAW, or their designated representative(s). This Committee will engage in joint efforts and function administratively in consultation with a Work/Family Committee comprised of local management and local union personnel which will review the efforts of the local Work/Family team on a regular basis. The Committee will meet regularly for the purpose of reviewing the administration and operation of the UAW-Delphi Employee Assistance Program, resolving issues not otherwise resolved and providing direction and consultation to local Work/Family Committees.

The National Joint Program Administrators, the National Benefits Administrators and CDR Representatives will meet periodically to discuss issues impacting EAP program administration. In this regard it is important to:

1. Generate a climate at the plant level which will eliminate the effects of the social stigma associated with

mental disorders, alcoholism and drug dependency, and other personal problems which act as a barrier to employees seeking help to resolve personal problems;

2. Insist that local management and the local union at all levels exercise their best efforts toward the objective of earlier identification and motivation of the employee to accept EAP services;

3. Assure confidentiality in working with the employee;

4. Assist in developing educational and informational materials for use at the plant level.

III. Local Employee Assistance Program Administration

The local Work/Family Committee consists of the Plant Manager or a designated Management representative, the Plant Personnel Director, the President of the Local Union and the Chairperson of the Shop Committee. It will be the responsibility of this Committee to review on a periodic basis the local Employee Assistance Program.

Delphi Corporation and the International Union will designate representatives of local management and representatives of the local union to work jointly on these problems. Among the responsibilities of the local Work/Family team are:

1. In cooperation with the central review organization (CRO), the carrier and the local central diagnostic referral (CDR) agency, survey community resources to determine the availability of appropriate treatment facilities and the cost of treatment. Where facilities are inadequate or unavailable, undertake efforts to improve the situation.

There will be an assessment by a CDR within 24

hours of a Work/Family representative's direct referral resulting from a medical emergency. While the parties recognize the value of providing timely assessments, they also recognize that there may be situations where the 24-hour assessment does not occur. On a case-by-case basis, the joint parties will review such situations and undertake efforts to improve the situation.

2. Help employees understand that they may consult on a confidential basis with the local Work/Family team, or an outside central diagnostic and referral (CDR) agency, concerning the employee's problem.

3. Arrange for the local union benefits representative to be available to explain to the employee and others who may be involved the extent to which recommended treatment qualifies for payment under the Delphi Health Care Program.

4. Establish and maintain active aftercare and follow-up programs. Help employees understand the therapeutic benefits of self-help groups and engage EAP participants in these group activities.

Delphi Corporation and the International Union acknowledge that:

1. Nothing in this statement is to be interpreted as constituting any waiver of Management's responsibility to maintain discipline or the right to invoke disciplinary measures in the case of misconduct which may result from or be associated with the use of alcohol or drugs or personal problems. The union may exercise its right to process grievances concerning such matters in accordance with the Delphi-UAW National Agreement;

2. During or following treatment the employee should not expect any special privileges or exemptions from standard personnel practices; and

3. When a leave of absence is necessary so that an

employee may undergo medical treatment for alcoholism or drug dependence or personal problems in or from an appropriate facility in accordance with this program, and when the employee has voluntarily submitted to such treatment and provided the employee has unbroken seniority, sick leave of absence will be granted pursuant to the National Agreement and the employee will be eligible for benefits in accordance with the Delphi Health Care and Life and Disability Benefits Programs as negotiated with the International Union.

IV. Additional Understandings

During the course of 1996 Negotiations, the parties held extensive discussions over a wide range of EAP subjects. The following represents the highlights of those discussions and the commitments arrived at between the parties:

1. A key ingredient in combating personal problems lies in education, early identification and early intervention. Accordingly, the National Work/Family Committee has developed a comprehensive education and training program directed at all levels of local management, local union, and the work force. Administrative costs of the program will be funded by the Executive Board-Joint Activities.

2. The National Work/Family Program Committee through a series of meetings, with input from Work/Family Representatives in the plants, has developed Standards for UAW-Delphi Work/Family Programs. Those standards are incorporated by reference into the terms of this Memorandum, including revisions or modifications the parties may make in the future. Problems related to the implementation of these standards will be brought to the attention of the Center for Human Resources, Work/Family Program Staff for resolution.

3 The National Work/Family Program Committee will continue efforts towards facilitating the professional development of individual plant Work/Family Representatives. UAW appointed Work/Family representatives may pursue a mutually agreed upon EAP Certification recognized by the National Organization of Competency Assurance (NOCA). The NOCA certification will be added to the UAW-Delphi Work/Family Program Standards.

Additionally, the parties will identify a new internal or external association for Work/Family representatives.

V. Work/Family Representation

1. Work/Family Representatives will be scheduled to report for Work/Family representation purposes during overtime, part-time or temporary layoffs, or inventory when 50% or more of the people they represent on their respective shifts are scheduled to work.

2. During overtime hours, when less than fifty percent (50%) of the people they represent on their respective shifts are scheduled to work, they will not function pursuant to this Memorandum of Understanding, but will be scheduled to perform Work/Family Program activities if they would otherwise have work available in their equalization group.

VI. Drug Testing

Because of the recent emergence of a substantial body of legislation requiring drug testing of many of the Corporation's employees, both represented and non-represented, the parties have had extensive discussions surrounding drug testing and have agreed to the following:

1. All drug testing performed will be conducted in accord with applicable laws mandating or regulating such testing; such as, Federal Aviation Administration,

Department of Transportation, or Department of Defense.

VII. Conditions of Employment Guidelines - For those Employees in the Employee Assistance Program Whose Seniority has been Broken

When Employee Assistance Program participants or other employees suspected of being in need of EAP services return to work, the following can be agreed upon between the bargaining unit representative, Labor Relations, the Work/Family team and the employee.

The specific items to be included will depend on the individual case and should be developed to meet the particular circumstances. Accordingly, items one through five may be recommended for inclusion in a condition of continued employment by the joint Work/Family team.

1. Participation in in-plant self-help meetings. Length of participation that will be required and frequency of meetings can be either specified in advance or left up to the discretion of the Work/Family team.

2. Participation in outside self-help groups and mandatory completion of an aftercare plan which might include antabuse recommended by a treatment facility and monitored by the Work/Family team.

3. Mandatory cooperation in follow-up and monitoring for a period of time specified by Work/Family team members.

4. Periodic scheduled urine screening when it is felt this procedure could be of value in monitoring and encouraging abstinence. In cases of positive findings, the results must be confirmed by a second testing method.

5. A specific period of total non-use of alcohol or other drugs can be agreed to between the parties. The Work/Family team and the employee must concur with this probationary period which is defined as not less than six months nor more than two years and it must be understood by all parties that resumed use could result in termination of employment during this period.

The above items (one through five) will be administered jointly by the Work/Family team for those employees returning under these conditions. Any conditions of continued employment agreed to by Management, the Union and the employee are considered contractually binding and non-compliance could result in disciplinary action up to and including discharge. The employee's previous disciplinary record and action which may be taken for further misconduct will be matters reserved to the actual settlement of any grievance(s) involved and/or will be resolved between the bargaining unit representative and Labor Relations.

The seniority status of the employee must be specified as either a new hire or reinstatement of former seniority. If seniority is reinstated, all rights and privileges which would normally accrue in line with the reinstated seniority under the terms of the national or local agreement must be granted.

International Union, UAW	**Delphi Corporation**
Richard Shoemaker	Kevin M. Butler
Jim Beardsley	Ralph E. Handley
Tony Ortiz	Darrell R. Kidd
Henderson Slaughter	Bernard J. Quick
	Larry Peoples

[See Doc. 46.102.114]

MEMORANDUM OF UNDERSTANDING QUALITY NETWORK

During the course of prior negotiations, Delphi Corporation and the International Union, UAW, held extensive discussions about the quality of our products and services. There is ongoing recognition on the part of both parties to the National Agreement that the cornerstone of job security for all Delphi Corporation employees is the design, engineering, and manufacturing of the highest quality, customer-valued products and services. This is reflected in the extensive efforts both parties have devoted to the subject of quality, both on the national and local levels, exemplified by the formation and institution of the UAW-Delphi jointly developed Quality Network process. The Quality Network process is Delphi Corporation's only Total Quality Management System utilized at UAW-represented locations.

Further, the parties recommitted themselves to the ongoing implementation of the Quality Network. This jointly developed quality improvement process emphasizes customer satisfaction and enthusiasm, continuous quality improvement, and elimination of waste in the design, engineering and manufacturing of products and services provided.

During the past several years, the Corporation in cooperation with UAW leadership, together with the men and women of Delphi Corporation, have worked together within a spirit of teamwork to improve product and service quality. This spirit of cooperation has resulted in substantial improvement in the quality of the Corporation's products and services.

The parties recognize that the design, engineering and manufacturing of the highest quality, customer-valued products and services is essential to secure the Corporation's position in the global market and assure

job security. The Corporation stated that high-quality products and services have to be the result of a total quality improvement process if Delphi Corporation is to "Be Recognized By Our Customers as Their Best Supplier!".

Accordingly, Delphi Corporation's process for total quality management is the Quality Network-the one process for total customer satisfaction and enthusiasm utilized at UAW-represented locations. Although Management has the ultimate responsibility for the Quality Network, it is recognized that UAW leaders and members are valuable partners in the development of the process, the action strategies, and its implementation plans.

This relationship is reflected in the extensive efforts both parties have devoted to the subject of quality, both on the national and local levels, exemplified by the institution of quality councils at appropriate levels throughout UAW-Delphi.

It is recognized that the point where product design, technology, process and materials come together and must work in harmony is at the worker/supervisor level in the organization. High-quality products and services result from a well-managed process that motivates employees to work together within a spirit of teamwork to continuously improve customer satisfaction and enthusiasm. In this process, it is recognized that seeking opportunities for continuously improving product and service quality must be the foundation for customer satisfaction. It is acknowledged that it is ultimately Management's responsibility to establish and assure product and service quality requirements. Further, it is Management's responsibility to provide the processes for continuous quality improvement that support all employees based on the Beliefs and Values, as recorded in the Delphi Business System Policy Manual

referenced as "Quality Network"(revised 6/1/03). This manual outlines specific policies to be followed throughout Delphi Corporation and states in part:

"The Quality Network is a process for running the business based upon jointly developed tools, techniques, beliefs and values to achieve customer enthusiasm through people, teamwork and continuous quality improvement.

"The Quality Network Beliefs & Values
Customer Enthusiasm Through ...

"People

- Invite the people of Delphi to be full partners in the business.
- Recognize people as our greatest resource.
- Demonstrate our commitment to people.
- Treat people with respect.
- Never compromise our integrity.

"Teamwork

- Build through teamwork and joint action.
- Take responsibility for leadership.
- Make communications work.
- Trust one another.
- Demand consistency in the application of this value system.

"Continuous Quality Improvement

- Make continuous improvement the goal of every individual.
- Put quality in everything we do.
- Eliminate every form of waste.
- Use technology as a tool.
- Accept change as an opportunity.
- Establish a learning environment at every level."

It is recognized that performance of high-quality work is everyone's responsibility and, as a result, it is intended that the Quality Network Representatives and UAW leadership working together with local management will reinforce other ongoing quality improvement activities.

The parties also discussed the necessity for all Delphi employees to take individual responsibility for product and service quality. Management's business planning process will include the necessity for providing employees with the appropriate training, methods and systems, materials, and equipment in an appropriate environment based on the Quality Network Beliefs and Values to perform their work. It is then incumbent upon employees to exercise diligence and properly perform their work to produce the highest quality, customer-valued products and services.

It is only through personal commitment from every Delphi employee to provide the highest quality, customer-valued products and services that we will satisfy our customers and maintain job security for all. Quality Council leadership at all levels within UAW-Delphi will review and apply the training and principles set forth in the Quality Network Environment Action Strategies to assure the necessary level of understanding to lead this effort.

The general guidelines for the parties to provide additional support to employees in this quality improvement process are as follows:

I. Quality Network Structure

The following represents the Quality Network Structure:

A. The UAW-Delphi Leadership Quality Council is co-chaired by the Delphi Corporation's Chairman of the Board, Chief Executive Officer and President and the Vice President and Director of the UAW General Motors

Department. All Divisional Quality Councils, as listed herein, will be subject to and in compliance with the direction and support provided by this Council for Quality Network activities. The UAW-Delphi Leadership Quality Council membership includes representatives from Delphi's Strategy Board and designated UAW leadership. The UAW-Delphi Leadership Quality Council will meet a minimum of twice per year. The responsibilities of the UAW-Delphi Leadership Quality Council include, but are not limited to:

1. Providing direction and support for Quality Network activities,

2. Establishing annual objectives and goals,

3. Utilizing appropriate common measurements to monitor progress toward accomplishing the annual Quality Network Objectives and Goals as agreed to by the Council,

4. Reviewing Divisional status reports on gap closure initiatives for the annual Quality Network Objectives and Goals.

B. In addition, the UAW-Delphi Leadership Quality Council will review company-wide new management quality or productivity improvement programs potentially involving UAW-represented employees prior to assigning resources for development and implementation. These reviews will extend to the UAW the opportunity to provide input into management's plans and to discuss the union's support and involvement. It is management's desire to implement all such quality improvement processes cooperatively with UAW leadership at all levels.

C. Similar reviews and opportunities for involvement in new management quality or productivity

improvement programs or utilization of consultants, potentially involving UAW-represented employees, will be provided at the appropriate Quality Council level. This review will assure the UAW opportunity to comment on management's plans and to discuss the union's support and involvement.

D. Management recognizes that UAW input to such improvement programs may create opportunities for collaboration and support. Accordingly, in an effort to avoid parallel programs, the parties agreed to establish a joint committee during the term of the 1999 National Agreement, comprised of management representatives from the Delphi Operations organization and the co-directors of the UAW-Delphi Leadership Quality Council Support Staff to discuss such opportunities for collaboration and support and to discuss and resolve issues that may arise.

E. In the event such new company-wide management quality or productivity improvement programs that the Union has agreed to support require training and/or instructional materials, the co-directors of the UAW-Delphi Leadership Quality Council Support Staff will assign appropriate resources to work with the designated management content experts for developmental purposes. Once approved by the development team, the training and/or instructional materials will be finalized by such co-directors for inclusion in the UAW-Delphi Quality Network training materials.

II. Divisional Quality Council Meetings

A. In order to provide for meaningful discussions, regular meetings as set forth below will be scheduled by the Quality Council Co-chairs at all Quality Council levels consistent with the direction provided by the UAW-Delphi Leadership Quality Council. Attendance by co-chairs is required in order to maintain

organizational focus on continuous quality improvement and ongoing communications.

B. The Divisional Quality Councils are as follows:

- Delphi Energy & Chassis Systems
- Delphi Saginaw Steering Systems
- Delphi Delco Electronics Systems
- Delphi Harrison Thermal Systems
- Delphi Safety and Interior Systems
- Other Quality Councils deemed appropriate by the co-chairs of the UAW-Delphi Leadership Quality Council.

C. The Divisional Quality Councils will meet a minimum of four times per year. The Presidents of the above Delphi Divisions and the assigned UAW International Servicing Representatives from the GM Department will co-chair these scheduled meetings. The UAW International Representative from the General Motors Department assigned to Quality Network and the Divisional Management counterpart, along with the Divisional Co-chairs, will determine the membership for such Quality Council meetings. In addition, the designated Management representative from the UAW-Delphi Leadership Quality Council Support Staff will also be a member of the Divisional Quality Council.

D. These Quality Council meetings will be supplemented by a Divisional leadership meeting to be held at least once per year. Additional meetings may be scheduled by mutual agreement of the Divisional Quality Council Co-chairs. The Delphi Division President and designated UAW International Servicing Representative will co-chair this meeting. Attendees will consist of the following:

- Divisional Quality Council members,
- Divisional Quality Network Representatives,
- Plant Managers,
- Plant Personnel Directors,
- UAW International Regional Representatives,
- Local Union Presidents,
- Local Union Shop Chairpersons,
- UAW Document 46 Quality Network Representative(s) and Management counterpart(s).

E. The responsibilities of the Divisional Quality Councils include, but are not limited to:

1. Preparing and monitoring specific business and action plans to accomplish the annual Quality Network Objectives and Goals and reviewing progress.

2. Providing direction and support for Divisional Quality Network activities.

3. Reviewing Plant status reports on gap closure initiatives for the annual Quality Network Objectives and Goals.

4. Submitting a status report to the co-directors of the UAW-Delphi Leadership Quality Council Support Staff on gap closure initiatives prior to and for review at each UAW-Delphi Leadership Quality Council Meeting.

F. Quarterly meetings with their respective Document 46 Quality Network Representative(s) and their Management counterpart(s) will be coordinated by the UAW International Representative from the General Motors Department assigned to Quality Network and his/her Divisional Management Quality Network counterpart.

G. The Divisional Quality Network Representatives will have responsibilities consistent with the UAW-Delphi Quality Network "Roles and Responsibilities and Personal Development Guidelines for Quality Network Representatives" (QNP-1455).

III. Plant Quality Councils

A. Plant Quality Councils will meet a minimum of once per month and shall consist of the following:

- President of the Local Union,
- Shop Committee Chairperson and members of the Shop Committee,
- UAW Regional Servicing Representative,
- Plant Manager,
- Personnel Director,
- Other appropriate Management Representatives,
- Joint Activities Representatives, where provided, and
- UAW Document 46 Quality Network Representative(s) and their management counterpart(s).

B. The responsibilities of the Plant Quality Councils include, but are not limited to:

1. Preparing specific business and action plans to accomplish the annual Quality Network Objectives and Goals and reviewing progress.

2. Providing direction and support for plant Quality Network activities.

3. Reviewing gap closure initiatives for the annual Quality Network Objectives and Goals.

4. Supporting training for and the implementation of the Quality Network Action Strategies.

5. Submitting a monthly status report to the Divisional Quality Council Co-chairs on gap closure initiatives.

IV. Quality Network Representatives Roles and Responsibilities

A. Management Representatives will be assigned and will be provided appropriate time and authority to perform the required management Quality Network responsibilities. It is recognized that the duties of all Quality Network Representatives are to assist in the implementation of the Quality Network process and related action strategies as directed by the Plant Quality Council. Issues regarding unfilled vacancies may be discussed by either party at the regularly scheduled Quality Council Meeting.

B. Additionally, the Quality Network Representatives will support the principle that all employees have a responsibility for product and service quality by exercising due care and diligence in performing their duties as follows:

1. Understanding the Quality Network Action Strategies.

2. Coordinating achievement of the annual Quality Network Objectives and Goals with the Plant Quality Council, including but not limited to supporting balanced implementation of the Leadership Initiatives.

3. Taking minutes of all meetings and distributing to members of Plant Quality Councils, Divisional Quality Council Co-Chairs and Quality Network Representatives.

4. Assisting in the overall implementation of the Quality Network process consistent with the UAW-

Delphi Quality Network "Roles and Responsibilities and Personal Development Guidelines for Quality Network Representatives" (QND-1455).

C. Quality Network Representative Workshops may be scheduled during the term of this Agreement as determined by the Vice President and Director of the UAW-GM Department and the Vice President, Human Resource Management.

D. The Quality Network Representatives will receive appropriate training necessary to effectively perform their duties.

E. Quality Network Representatives will be required to attend appropriate personal skill enhancement training sessions, including those offered at the Center for Human Resources, associated with their responsibilities. Guidelines for such training and method of delivery will be reviewed and changes communicated to the Quality Network Representatives. In addition, the parties agreed to implement mandatory training for advanced technical skills and certification for Quality Professionals.

F. During overtime hours, such Quality Network Representatives will be scheduled to perform Quality Network-related activities if they would otherwise have work available in their equalization group.

V. Issues Resolution Process

Any issues related to the foregoing may be referred to the co-directors of the UAW-Delphi Leadership Quality Council Support Staff for resolution, including unresolved Quality Council concerns requiring cross-organization involvement prior to discussion at the UAW-Delphi Leadership Quality Council.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

International Union, UAW

Richard Shoemaker
Jim Beardsley
Henderson Slaughter
Thomas W. Walsh

Delphi Corporation

Kevin M. Butler
Ralph E. Handley
L. David Cairoli

ATTACHMENT "A" TO THE MEMORANDUM OF UNDERSTANDING QUALITY NETWORK IMPLEMENTATION REDEPLOYMENT AND MEANINGFUL WORK

During the term of the 1990 GM-UAW National Agreement and through the direction of the North American Operations (NAO) UAW-GM Quality Council (currently referred to as the UAW-GM Leadership Quality Council), the focus of the Quality Network evolved and changed from development to implementation. During this same period, GM North American Operations experienced operating losses requiring more efficient practices and a renewed focus on product quality.

Implementation of Synchronous Workshops, Accelerated Workshops (i.e., PICOS), Lean Manufacturing and other quality improvement activities, such as, best practices, resulted in health and safety, ergonomic, and operational improvements affecting quality and the cost of GM products and services. In many cases, these activities resulted in UAW-represented GM employees being placed in a JOBS Bank under the terms of the 1990 GM-UAW National Agreement. The Union leadership felt they could not be party to asking their members to assist in "working themselves out of a job" by supporting these efforts. In any joint effort, job security and "people issues" had to be considered so that people would be redeployed to meaningful work. The issue was discussed at the January 13, 1992, GM Quality Council (currently referred to as the UAW-GM Leadership Quality Council) meeting resulting in specific commitments to integrate synchronous efforts into the joint Quality Network Process and explore ways to employ people more effectively with meaningful work and help improve the business.

When funding for the JOBS Bank was exhausted and the program discontinued, Management recognized that employee support and involvement in plant quality and productivity improvement activities were essential. As a result, on March 2, 1993, after the JOBS funding was exhausted and employees in the JOBS Bank were laid off, an "Employment Policy" was made effective which resulted in employees being retained at work and not laid off when such employees were impacted by jointly initiated product quality and operational effectiveness improvement efforts.

During the 1993 negotiations, the parties discussed the above events and the Union provided examples of successful redeployment processes. These redeployment processes, implemented at divisions and plants, resulted in people being retained at work and redeployed to meaningful assignments after they had been made available as a result of quality and productivity improvements and other initiatives.

Following 1993 negotiations, the parties agreed to jointly develop guidelines for redeployment processes, similar to those reviewed by the parties, to assist plant and staff locations with planning for redeployment opportunities. Such guidelines were intended to assist the local parties with the development of plans that put first emphasis on redeployment of employees to meaningful assignments, which included regular productive assignments and "non-traditional" work, as well as efforts to competitively retain or insource new work.

Accordingly during these negotiations, the parties again restated their intent to not place employees in underutilized or unproductive assignments or only contemplate utilization of the job security provisions of the National Agreement. Further, the parties agreed to reissue the document "Guidelines for Redeployment and

Meaningful Work" (QN-2251). Following the effective date of this agreement, a survey will be conducted by the Co-Directors of the UAW-Delphi Leadership Quality Council Support Staff of all Delphi-UAW facilities to determine the extent of compliance with this provision of the agreement. The results of this survey will be communicated to the respective Divisional Quality Council Co-chairs. Thereafter, the Divisional Quality Councils will work together to be certain all plants and staffs have a redeployment plan in place and have communicated such redeployment plan to affected UAW-represented employees.

ATTACHMENT "B" TO THE MEMORANDUM OF UNDERSTANDING QUALITY NETWORK PRODUCT QUALITY RESOLUTION PROCESS

During the course of past negotiations, the parties discussed employees having the opportunity to raise product quality concerns in the course of performing their regular work assignments. In so doing, employees play a critical role in the continuous improvement of our products and, ultimately, in meeting the quality expectations of our customers and assuring the job security of UAW-represented employees. It is recognized that product quality concerns require an immediate and thorough response. The parties agreed the Product Quality Resolution Process set forth in this document provides for such immediate and thorough response; and they will, therefore, reinforce the value of the current process with all Quality Councils.

The Plant Quality Council at each location is to implement a common process for employees to voice their product quality concern(s), independent of the grievance procedure, for timely resolution of such concerns based on the following:

Product Quality Resolution Process

1. Employee/supervisor discussion to attempt to resolve concern, consulting as required with plant quality resources.

2. If unresolved, the District Committeeperson, if requested, will assist in the resolution of the employee's concern.

3. If unresolved the supervisor and/or District Committeeperson will advise the joint Quality Network Representatives, who will assist in the resolution of the concern.

4. If unresolved, such concerns will be tracked and communicated to ensure all affected employees are aware of the quality concern and resolution effort.

5. All documented concerns will be forwarded immediately by the joint Quality Network Representatives to the Co-chairs of the Plant Quality Council, who will designate an appropriate level of plant management and union representation to work toward resolution of the concern prior to review at the next Plant Quality Council Meeting.

6. Thereafter, if unresolved, the concern will be discussed with the Plant Quality Council at the next meeting.

7. The status of all documented quality concerns raised through this process will be reviewed by the Quality Network Representatives with the Plant Quality Council at each meeting.

8. Feedback regarding the status of the employee concern will be provided to the originating supervisor and the employee on a regular basis by the Plant Quality Network Representatives until the concern is resolved.

9. If unresolved, either Plant Quality Council Co-chair may request the issue to be referred to the co-chairs of the next higher level Quality Council for assistance to resolve the matter.

10. Thereafter, such concerns, if unresolved, will be referred to the UAW-Delphi Leadership Quality Council for resolution.

During the current negotiations, the parties acknowledged that several Delphi locations are using the process effectively, and that certain common factors generated this success. These include, but are not limited to, the following:

- Employees are aware of the Product Quality Resolution Process as defined in Document 40 of the 1999 Delphi-UAW National Agreement.
- The joint leadership acknowledges the quality resolution process as a positive tool in resolving quality problems.
- The process follows a standard practice from initial notification through resolution.
- The process is tracked and reported to the local joint leadership at the Plant Quality Council Meetings.

Accordingly, the parties agreed that they will review current awareness materials for potential revision and distribution to all UAW-Delphi Quality Councils and employees during the first quarter of 2004. The purpose of such materials will be to encourage full awareness of and participation in the process by employees, supervisors, committeepersons, and Quality Network Representatives, and to jointly leverage agreed-to best practices in implementing this critical aspect of the continuous improvement of products and services.

Further during these negotiations, the parties discussed how the Product Quality Resolution Process supports operators in their desire to build the highest quality products in our plants. Accordingly, the parties agreed that all quality concerns, documented under the provisions of this process, will be displayed consistent with the plant's existing local quality system. Further, the parties agreed that each Plant Quality Council will determine the appropriateness of incorporating this process within its quality procedures.

ATTACHMENT "C" TO THE MEMORANDUM OF UNDERSTANDING QUALITY NETWORK ACTIVITIES

I. Quality Network Suggestion Plan

As a result of the UAW-Delphi joint administration and ongoing support of the Quality Network Suggestion Plan, significant improvement in the areas of participation, savings, and processing time were experienced. The Company informed the Union that Management would continue to implement the Quality Network Suggestion Plan Action Strategy as the single suggestion process in all Delphi-UAW plant locations. The parties further recognized the necessity for joint leadership involvement at the plant levels in order to gain the full support and confidence from employees to submit their ideas and therefore achieve the jointly established Quality Network Objectives and Goals.

The parties discussed at length the intent and purpose of the UAW-Delphi Suggestion Plan. Both parties agreed that the purpose of the Suggestion Plan is to enhance job security for all employees, not to reduce employment levels. In that regard, suggestions that specifically target elimination of a job or jobs will be deemed ineligible.

Consistent with the objectives of the Quality Network Suggestion Plan guidelines, the parties agreed to continue to place special emphasis on:

- Generating ideas that contribute to the health and safety of all employees.
- Encouraging greater participation of employees in all aspects of the business.
- Recognizing employees for their ideas.
- Encouraging cost reduction and continuous improvement in all aspects of our business.

- Encouraging a greater level of teamwork through recognition of team suggestions.

By working together to effectively achieve these objectives, Delphi Corporation and its employees have made tremendous gains in the areas of workplace safety, people involvement, product quality, cost reduction, as well as our ability to respond to customer expectations.

In an effort to offset the costs associated with the conversion from the Ambassador Program merchandise to the Quality Network Suggestion Plan merchandise, the Suggestion Plan Submission Recognition Award will be discontinued effective with calendar year 2004. Further, Plant Quality Councils, in conjunction with their role with the Joint Facility Teams, may agree to *fund an annual Suggestion Recognition Award from the* local Suggestion Involvement Fund.

II. Planned Maintenance

The UAW-Delphi Leadership Quality Council has directed through the Quality Network Objectives and Goals, that the Quality Network Planned Maintenance Action Strategy is to be utilized at all UAW-Delphi locations as the one process for planned maintenance. The purpose of the Quality Network Planned Maintenance Action Strategy is to involve people to improve safety, quality, throughput, and responsiveness, resulting in reduced manufacturing costs thereby enhancing overall job security. The parties further agreed that Divisional Quality Councils will direct Plant Quality Councils to attain Phase III status in the Quality Network Planned Maintenance process during the term of this agreement. Progress in achieving and maintaining Phase III status will be measured through the Quality Network reporting and assessment process.

In order to effectively gain knowledge from the MAXIMO database, the Quality Network Planned

Maintenance process requires accurate and complete data for input into the system. Therefore, it is expected that skilled trades and other assigned employees, will provide such accurate and complete data. In recognition of employee concerns, Management has stated that such information from the MAXIMO database will not be used for disciplinary action, outsourcing, or subcontracting. It is understood that both parties will have full and complete access to MAXIMO data.

III. UAW-Delphi Partnership Promotion Activities

Following the effective date of this agreement, the Co-Directors of the UAW-Delphi Leadership Quality Council Support Staff and appropriate Management representatives from the Delphi Corporate Communications staff will develop proposals for raising public awareness of the UAW-Delphi partnership. The proposals from this group should comprehend the following:

- Communication of the UAW-Delphi partnership.
- Our joint commitment to quality.
- Consideration of a variety of media outlets.

Funding for jointly developed and implemented projects will be derived from Corporate and/or Joint Funds based on the nature of the initiative, consistent with historic practices. Corporate funding will be subject to the Delphi approval process on a project-by-project basis. All requests for joint funds will be submitted in accordance with the process set forth in the Memorandum of Understanding-Joint Activities.

It was also agreed to provide the Union, in a timely fashion, the opportunity for input into Corporate Marketing campaigns when domestic advertising

involves or depicts UAW-represented Delphi employees.

IV. Employee Vehicle Assistance Contact

It is understood between the parties that the current Employee Vehicle Assistance Contact process will be discontinued with the effective date of this agreement.

V. National Vehicle Sales Promotion Activities

It is understood between the parties that the current General Motors Ambassador Program will cease on December 31, 2003. Active UAW-Delphi employees and retirees will be notified during the fourth quarter 2003, as to their Ambassador point status. Such employees and retirees will be provided with Ambassador point status and information relative to the Suggestion Plan merchandise selection (i.e., website and/or other material). Such employees and retirees, once notified, will have 90 days or until March 31, 2004, whichever is later, to redeem their outstanding Ambassador Program points.

VI. Labels and/or Decals

During prior negotiations, the Union expressed a desire for UAW members who have contributed significantly to improved product quality to be permitted to display on completed assembled vehicles and packaging and shipping containers a joint label or decal certifying that the product is proudly built by Delphi workers who are members of the UAW. During the current negotiations, the Corporation agreed to continue this approach to employee recognition and assured the Union of its commitment to employee recognition through such practices in the component plants.

ATTACHMENT "D" TO THE MEMORANDUM OF UNDERSTANDING-QUALITY NETWORK REPRESENTATIVE TRAINING

I. QUALITY NETWORK REPRESENTATIVE TRAINING GUIDELINES

During the term of the 1999 Agreement, the parties discussed aspects of Quality Network Certification including curriculum, course content, training delivery, and other issues related to implementation of this certification process.

During the 2003 Delphi-UAW Negotiations the parties discussed at length the current status of the Quality Network Representative certification process and suggested enhancements for continuous improvement.

The parties reviewed and approved a revised minimum curriculum for Basic Quality Network Representative Certification.

The parties further agreed that, after the effective date of the 2003 Delphi-UAW National Agreement, all appointed Document 46 Quality Network Representatives and their Management counterparts who have not completed the former Quality Network Representative Certification requirements will continue to be required to achieve Basic Quality Network Representative Certification as outlined in this document. Further, all such Quality Network Representatives and any newly appointed or assigned representatives are expected to prepare a training plan for approval by the Plant Quality Council within 30 days of appointment or assignment. Progress towards completion of the training plan will be reviewed with the Co-Chairs of the Plant Quality Council. This plan must result in completion of the basic certification curriculum within specified timeframes.

Additionally, the parties agreed that Quality Network

Representatives who, prior to the effective date of this Agreement, have fulfilled the requirements of the former Quality Network Representative Certification Process, will not be required to participate in the new Basic Quality Network Representative Certification Process.

In the area of Basic Quality Network Representative Certification, it was agreed that the following classes continue to be required within these specified timeframes:

- Role of the Quality Network Representative (replaces Role of the Individual or Boot Camp) - within 60 days of appointment/assignment
- Facilitator skills - within 6 months of appointment/assignment
- Basic computer skills - within 9 months of appointment/assignment
  - Microsoft PowerPoint
  - Microsoft Word
  - Microsoft Excel
- Overview of the Quality Network Action Strategies - within 12 months of appointment/assignment
- Quality Network Problem Solving Workshop - within 18 months of appointment/assignment
- Quality Network Error Proofing Workshop - within 18 months of appointment/assignment
- Other prerequisites for the Advanced Certification for Quality Professionals as determined appropriate by the Co-Directors of the UAW-Delphi Leadership Quality Council Support Staff

Quality Network Representatives will also be provided an opportunity to demonstrate evidence of proficiency for the above courses that will result in credit for completion. This evidence may include certificates from prior classes or on-the-job experiences. The UAW International Representative assigned to the Quality Network and his/her Divisional Management counterpart will assess the submitted requests for proficiency based on the evidence submitted and will recommend credit to the Co-Directors of the UAW-Delphi Leadership Quality Council Support Staff.

During the course of the 2003 Negotiations, the parties also agreed to implement training for advanced technical skills and certification for quality professionals as part of the Quality Network Representative Roles and Responsibilities. During the first quarter of 2004, the Co-Directors of the UAW-Delphi Leadership Quality Council Support Staff will communicate to Quality Network Representatives the details of the Advanced Certification Process. This curriculum, referred to as Advanced Certification for Quality Professionals, is being jointly developed between the parties. The objective of this training will be to further advance the capabilities and skills of the Plant and Divisional Quality Network Representatives.

In order to maintain their Quality Network Representative position, it is mandatory that all Quality Network Representatives appointed or assigned after the effective date of the 2003 Delphi-UAW National Agreement successfully complete all Advanced Certification for Quality Professionals courses. Quality Network Representatives will also be provided the opportunity to complete a pre-test for each course. Those individuals demonstrating proficiency will be given full credit for completion of that course. Current Quality Network Representatives should participate in the Advanced Certification for Quality Professionals training.

Additionally, the parties agreed that, upon completion of the Basic Quality Network Certification process, all new Quality Network Representatives will be required to prepare a training plan for completion of the Advanced Certification for Quality Professionals process and submit to the respective Quality Council for approval. The plan, upon approval, will be forwarded to the Co-Directors of the UAW-Delphi Leadership Quality Council Support Staff. Progress towards completion of the training plan will be reviewed with the Co-Chairs of the Plant Quality Council. This plan must result in completion of the Advanced Certification curriculum within 36 months of achieving basic certification.

The parties further agreed that the Advanced Certification curriculum will be made available to others within the Corporation on an as-available basis, with priority given to the new Quality Network Representatives.

The parties further discussed and recommended that, when making Quality Network Representative selections and/or recommendations, Quality Council leadership take into consideration the significant investment in training and time that will be involved in achieving the basic and advanced certifications. Accordingly, the Quality Network Representative selection process should focus on respective candidates who will be able to maintain their position for an appropriate period of time commensurate with this investment as well as supporting the parties' joint quality improvement objectives.

It is further understood that costs associated with the Quality Network Representative advanced certification process will be covered by joint funds consistent with the Memorandum of Understanding - Joint Activities.

II. SIMULATED WORK ENVIRONMENT

During these negotiations, the joint parties discussed the creation of a Simulated Work Environment (SWE) to be located within the Center for Human Resources facility.

The intent of this SWE will be to:

- Accelerate the rate of development of certified Quality Network Action Strategy trainers.
- Provide Quality Network Representatives and other plant personnel with a hands-on understanding of key Quality Network Action Strategies/DMS Tools.

Accordingly, the QN-DMS National Joint Committee will appoint a subcommittee to investigate and provide recommendations for implementation of the SWE.

This subcommittee will be appointed following the effective date of this Agreement and will report its recommendations to the QN-DMS National Joint Committee by the end of the first quarter 2004. Based on these recommendations, the QN-DMS National Joint Committee will give specific direction toward the creation of the SWE and will monitor progress to completion by midyear 2004.

National Joint Funds will be requested in accordance with the provisions of the Memorandum of Understanding-Joint Activities set forth in this agreement.

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

The UAW and Delphi have worked together for many years to understand and promote diversity in the workplace, a goal we absolutely agree on and are fully committed to. The parties have long recognized that diversity is the collective mixture of our similarities and differences. Both organizations recognize that diversity includes race and gender, as well as broader dimensions such as family status, religion, sexual orientation, education, abilities, disabilities, military status, union, non-union, language and many others.

Diversity is a positive asset to an organization because only by leveraging our diversity will we be able to achieve the kind of relationship that we know is necessary if Delphi Corporation is to prosper and provide good jobs that allow employees, both union-represented and salaried, to be secure in today's complicated world.

Our vision is to have a workplace that naturally enables the people of UAW-Delphi to fully contribute and achieve personal fulfillment. The UAW and Delphi continue to support and integrate the many voices of diversity, increasing our appreciation of cultural differences, beliefs, values, abilities, disabilities and sexual orientation. The UAW and Delphi work together at the national and local levels to develop and deliver diversity training. The principles that guide UAW-Delphi Diversity Initiatives include:

— creating a learning organization;

— seeking diverse input and involvement;

— leading the cultural change process; and

— pursuing continuous improvement in diversity actions and programs.

The National Equal Application Committee works with local Plants to provide educational materials to the UAW-Delphi workforce regarding diversity and equal employment opportunities. They also identify community agencies involved in civil rights and diversity activities and work with community leaders to discuss and work towards solutions to mutual problems regarding discrimination. Action plans can be developed to include such activities as:

— utilizing plant communication methods to celebrate cultural diversity and share the UAW-Delphi joint commitment to diversity;

— seeking input from identifiable diverse employee groups and individuals;

— identifying opportunities to celebrate diversity with educational awareness events and exhibits;

— communicating how diverse employee groups can participate in plant and community projects; and

— recognizing activities that are inclusive of diverse employee groups.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

Re: Paragraph 64(e) Extension

This will confirm the parties' understanding that on a one-time basis during the life of the current Delphi-UAW National Agreement the provisions of Paragraph 64(e) notwithstanding, employees who had recall or rehire rights as of October 1, 1990 and who thereafter broke seniority or lost rehire rights pursuant to the provisions of Paragraph 64(e) shall have a rehire right to their plant through the term of the current Delphi-UAW National Agreement.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

The UAW and Delphi Corporation recognize the need for a focused career development process for active and dislocated employees as a key element in competitiveness and employment security. The career development process must address both internal career needs of individual employees and critical skill needs of the company. A focused approach beginning early in each employee's career and continuing throughout their career could provide the employee with the skills and knowledge required by changing business conditions.

The parties have, therefore, agreed to continue to refine the pilot program containing the following principal elements:

1. Voluntary individual employee assessments to determine interests, abilities and career development needs which may be met internally through a broader variety of on-the-job training, classroom technical training, training in basic computational skills and reading and writing, classroom training leading to a special certification, associate or baccalaureate degree.

2. A career development process for hourly employees which may provide for broad job experience.

3. Cooperation with community college, college, university and other educational and training facilities in the community in the development of

career focused classroom and cooperative training programs for active and dislocated Delphi workers.

4. Exploration of the development of career focused classroom and cooperative work programs for dislocated workers which would lead to comparable employment.

The parties agree that the evaluation of the initial pilot location resulted in recommendations for several changes in the program. The recommended changes, deemed to be appropriate by the parties, will be made to the program. The revised program will then be offered at an additional location(s) and the parties will continue to evaluate its success. Thereafter, an implementation strategy will be developed and presented to the UAW-Delphi Joint Skill Development and Training Committee for their approval.

The above program will be supported by a combination of national, local and plant training funds and will be jointly administered by the Center for Human Resources and the Local Joint Activities Committee(s).

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the course of these negotiations, Delphi and the International Union, UAW agreed that the letter of November 22, 1976 regarding expeditious grievance handling would again be published. During these negotiations, the Union cited various examples of situations where continuing liability cases were not processed in a timely manner. In this regard, the parties emphasized that full implementation of this document would result in the timely processing of continuing liability cases. Accordingly, the parties re-emphasize the following:

> "During 1976 negotiations, the Corporation and the International Union again discussed at length problems encountered in the administration of the Grievance Procedure at some locations. The parties reaffirmed their mutual determination that the purpose of the Agreement as stated in Paragraph (5) is 'to provide orderly collective bargaining relations between the Corporation and the Union, to secure a prompt and fair disposition of grievances, to eliminate interruptions of work and interference with the efficient operation of the Corporation's business.' In addition, the Union and the Corporation agreed that the delaying or holding of grievances at any step of the Grievance Procedure was contrary to the best interests of the employees and the parties.
>
> "The parties reaffirmed their mutual desire and

intention to assure that grievances will not be allowed to accumulate at any step or steps in the Grievance Procedure in any plant.

"The Corporation asserted that Paragraph (34) together with the other relevant provisions of the Grievance Procedure if closely administered make it impossible for committeepersons unilaterally to stall any grievance from consideration or decision at the next step of the Grievance Procedure and to delay the processing of grievances in the procedure. The Corporation stated further that the current language provides Management with the right after a lapse of a reasonable time to initiate answers to grievances in order to prevent them from being delayed at any step in the Grievance Procedure."

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (19), (79)]
[See Doc. 45,48,95,145]

UAW INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA

September 18, 2003

Mr. Kevin M. Butler
Vice President
Human Resource Management
5725 Delphi Drive
Troy, Michigan 48098-2815

Dear Mr. Butler:

During these negotiations, the Union reemphasized their commitment to resolve grievances in an expeditious manner. To that end, the International Union, UAW, informed Delphi Corporation that Leonard Woodcock's letter of December 14, 1967 regarding expeditious grievance handling was again being published as a position of the International Union, UAW. The text of that letter is as follows:

"December 14, 1967

"General Motors Corporation
General Motors Building
Detroit, Michigan 48202

"Attention: Mr. Louis G. Seaton
Vice President

"Gentlemen:

"During 1967 negotiations, General Motors complained that at certain locations some Committeepersons made little or no effort to resolve grievances they have written or to process them from one step of the procedure to the next in an expeditious manner. The Union pointed out to the Corporation that the same basic grievance processes existed at General Motors, Ford and Chrysler and that no comparable problems occur at the latter

two companies; that grievances accumulate under the circumstances complained of in some instances because the Local Managements take no independent action to answer grievances or to move them from one *step of the procedure to the next.*

"The International Union advised the Corporation that it fully subscribes to the principle set forth in Paragraph (19) that '...the prompt adjustment of grievances is desirable in the interest of sound relations between the employes and the Management.'

"Grievances should not be unduly delayed at any step of the procedure, whether such delay is occasioned by a Committeeperson or his supervisor refusing or failing to meet his responsibility.

Very truly yours,

/S/ LEONARD WOODCOCK
Vice President
Director General Motors
Department"

Sincerely,

Richard Shoemaker
Vice President and Director
General Motors Department

[See Par. (5),(34),(79)]
[See Doc. 44,48,95,145]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations, the parties discussed at length the need to focus our current joint program representatives on specific programs designed to assist our employees and the management in implementation of an improved working environment.

Over the years, we have agreed to a number of different joint program representatives appointed by the Vice President and Director of the GM Department, UAW, and, in some cases, by the local management and union leadership at the direction of the Co-Chairman, Executive Board - Joint Activities to carry out and administer certain negotiated agreement programs in the following functions:

- Health and Safety
- Joint Activities
- Accommodating DisAbled People in Transition (ADAPT)
- Work/Family Program
- Human Resource Development
- Joint Training
- Quality Network

Each plant in Delphi Corporation, depending on employee population, may have employees assigned to the above functions. Each time new programs have been negotiated, people were assigned to perform the

tasks associated with each program to the extent that we now have several well-trained experts in those fields. The parties recognize that over the years priorities have shifted and, as a result, there is a need to carefully analyze the programs that currently require increased emphasis, such as, work/family, health and safety, etc. As a result, the parties have concluded that these well-trained resources can now be deployed or reassigned to programs requiring special attention.

It is recognized that each plant location has its own unique culture and needs; therefore, the local joint leadership group (Plant Manager, Personnel Director, Local Union President and Chairperson of the Shop Committee) will determine where their current full time representatives will be allocated to best serve the employees of the organization. It is recognized that at some locations additional representatives may be required to perform tasks associated with the newly determined local focus and at others less. In any event, the total number of new and current full time joint program representatives shall not exceed the number provided for below:

Plant Population	Number of Representatives
Up to 200	1
201 to 400	2
401 to 600	3
601 to 1,000	4
1,001 to 5,000	Ratio of 1:250
5,001 and above	Ratio of 1:275

In the case of bargaining units between 1,001 to 5,000 and 5,001 and above, the number of representatives in a given bargaining unit will be determined by the number of represented employees (active, temporary layoff and Protected) divided by the appropriate ratio number. Where the fraction of the result is .5 and above, the number will be rounded up to the next highest whole number and where the fraction is less than .5, rounded down to the whole number.

Nothing in this agreement limits or is intended to

interfere with any local mutually agreed upon projects or initiatives falling outside the scope of this document that may provide additional staff resources to meet the specific objectives of the local parties.

Each plant has submitted a plan for deployment of these resources in accordance with specific guidelines issued by the National parties. All such representatives will be appointed by the Vice President and Director of the GM Department, UAW. Such plan will include the names and assignments for each of the local representatives assigned to Joint Programs and will be forwarded to the National parties for approval prior to implementation. Likewise, as individual plant needs and priorities change, the local parties are afforded the flexibility to submit revised plans for National approval.

When plant population changes occur which would increase or decrease the number of representatives, such population changes must be in effect for a period of six consecutive months before such adjustment is made in the number of representatives, in which case such adjustment will be made at the conclusion of the six month period. In the event such population change results from the discontinuance or addition of a shift, the opening of a plant, or the cessation of a plant's operations, the adjustment in the number of representatives will be made within the first twenty working days following the first day such population change occurs. Other situations involving a sudden significant change in the number of employees at a location may be discussed by the Corporation and the GM Department of the International Union.

When a reduction or increase in plant population calls for a change in the number of representatives, the local parties will be required to submit a revised deployment of resources plan for approval. All representatives in either case will also be appointed by the Vice President and Director of the GM Department, UAW.

It is understood that the Representatives re-deployed in

these locally determined areas of special focus and attention may require additional training. It is agreed that such training will be provided through the Center for Human Resources subject to the approval of the Executive Board - Joint Activities.

It is agreed that such representatives shall function in accordance with governing provisions of the Delphi-UAW National Agreement germane to their area of focus.

During overtime hours, joint program representatives in the areas of Joint Activities, Accommodating DisAbled People in Transition (ADAPT), Human Resource Development, and Joint Training will be scheduled to perform joint program-related activities if they would otherwise have work available in their equalization group.

Longer range, the Joint Program Representatives are eligible for promotion to higher rate jobs on their shift in accordance with Paragraphs (63)(a)(1) and (63)(a)(2) of this Agreement provided they are the most senior applicant and they are capable of doing the job. Joint Activities will establish a joint process aimed at effectively consolidating, simplifying, integrating, focusing and achieving better utilization of joint programs at the plant level.

The spirit and intent of this document is to provide increased focus on joint employee programs and to more fully utilize the experience and talents of the representatives assigned to joint programs. The parties are committed to working together in a spirit of cooperation to improve our relationship and the effectiveness of our joint programs. The result of such cooperation will improve the working environment in our plants for all Delphi employees.

Any problems relating to the implementation of this document may be raised by either party and it is

understood that any necessary modifications may be made by mutual agreement between the Corporation and the International Union.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

{See Par. (23)}
[See Memo-Joint Activities]
[See Memo-Training; Memo-Attendance]
{See Memo-Human Resource Development}

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During current negotiations, the parties reaffirmed their intent to continue the interpretation regarding Paragraph (76) expressed in the content of the Louis G. Seaton letter addressed to Personnel Directors dated February 13, 1969 as follows:

> As a result of a series of discussions between the International Union, UAW, and the Corporation, it has been agreed that the provisions of Paragraph (76) of the 1967 National Agreement will be applicable to temporary employees with more than thirty (30) days' of employment who are released or discharged. This provision, of course, is not applicable to any employee laid off due to fluctuations in manpower requirements.
>
> The parties also agreed that this interpretation is not retroactive. Accordingly, cases currently in the procedure involving temporary employees should be processed on their merits without regard to the procedural requirements of Paragraph (76).

The provisions of Paragraph 76 will apply to employees hired pursuant to Appendix A as of the date of hire.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

Doc. No. 48
ARBITRATION LETTER

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the course of the current negotiations, the parties reviewed the Grievance Procedure provisions of the National Agreement for the purpose of identifying certain problems that have been encountered under those provisions in processing grievances to arbitration. Generally, it was recognized that the procedure, as currently constituted, has worked well. At the outset of the 1979 negotiations, the number of open cases on appeal to arbitration was at the lowest level in many years despite the fact there had been an increase in the number of grievances filed. However, the Union stated that some instances have occurred wherein grievances protesting an employee's loss of seniority, discharge or a series of disciplinary layoffs leading to a discharge, have met with delay in the procedure following their consideration at the Third Step and their resolution at the Umpire Step.

In view of the above, the Corporation agreed to provide the Union with a monthly summary of appeal cases open on the Umpire's docket protesting the loss of seniority, the discharge of employees and also those protesting progressive disciplinary actions which involve an employee whose discharge is also under protest in an open appeal case. This information will enable both the International Union and Corporation Umpire Staffs to monitor the number of such cases on appeal to the Umpire at any given time and to take remedial action on any particular cases which may be subject to undue delay.

In addition, the parties agreed to schedule regular meetings between the respective Umpire Staffs to establish future scheduling, to explore alternatives that could increase the frequency with which plant appeal cases are addressed and to review other problems of mutual concern.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

{See Par. (5),(19),(43)}
{See Doc. 44,45}
Doc. No. 49

Doc. No. 49
MANAGEMENT REPRESENTATIVES IN DISCIPLINARY INTERVIEW

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the parties discussed the Union's contention that, at some plant locations, an excessive number of Management representatives are present during some disciplinary interviews. The Union recognized that there are times when more than the customary number of Management representatives may be required because of their knowledge of the matter under discussion. The Union stated, however, that their concern was directed at other Management representatives who attended interviews solely as witnesses to the interview itself.

As a result of these discussions, the Corporation advised the Union that, as a matter of policy, Management personnel beyond those referred to above would not attend such interviews solely for the purpose of serving as potential witnesses to the interview itself. Additionally, should Management representatives in excess of the customary number be present in the interview, the district committeeperson may request, during that period of time, the presence of the zone committeeperson for that zone, or in the event that the

zone committeeperson is absent or no at-large committeeperson is assigned to that zone, another member of the shop committee present in the plant, provided the request would not result in undue delay of the disciplinary interview.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

{See Par. (76a)}

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the parties discussed the situation where the duration of an impending disciplinary layoff would encompass or abut a specified holiday. It was mutually recognized that a wide variety of local practices exist on whether loss of holiday pay is appropriately included in the layoff penalty.

To insure uniformity between plant locations in the administration of discipline in such situations, the Corporation advised the Union that, as a matter of policy as of the effective date of the 1979 National Agreement, loss of holiday pay will not be included as part of the disciplinary penalty assessed.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

(See Par. (76.(203))

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During current negotiations, the parties discussed the subject of assessing corrective discipline for the shop rule regarding garnishments. Additionally, there was discussion concerning the variations in state laws relating to garnishments and the resulting inconsistencies between plant locations in the application of corrective discipline to garnishments.

In order to assure uniformity between plants in the handling of this matter and to insure compliance with applicable State and Federal laws on this subject, the Corporation informed the Union that, as a matter of policy as of the effective date of the 1979 National Agreement, formal disciplinary action will no longer be taken for future violations of the Shop Rule regarding garnishments.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (76)]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current National negotiations, the parties acknowledged the desirability of ensuring prompt, fair and final resolution of employee grievances. The parties also recognized that the maintenance of a stable, effective and dependable grievance procedure is necessary to implement the foregoing principle to which they both subscribe. Accordingly, the parties view any attempt to reinstate a grievance properly disposed of as contrary to the purpose for which the grievance procedure was established and violative of the fundamental principles of collective bargaining.

However, in those instances where the International Union, UAW, by either its Executive Board, Public Review Board, or Constitutional Convention Appeals Committee has reviewed the disposition of a grievance and found that such disposition was improperly effected by the Union or a Union representative involved, the General Motors Department of the International Union may inform the Corporation's Labor Relations Staff in writing that such grievance is reinstated in the Grievance Procedure at the step at which the original disposition of the grievance occurred.

It is agreed, however, that the Corporation will not be liable for any claims for damages, including back pay claims, arising out of the grievance that either are already barred under the provisions of the National

Agreement at the time of the reinstatement of the grievance or that relate to the period between the time of the original disposition and the time of the reinstatement as provided herein. It is further agreed that the reinstatement of any such grievance shall be conditioned upon the prior agreement of the Union and the employee or employees involved that none of them will thereafter pursue such claims for damages against the Corporation in the Grievance Procedure, or in any court or before any Federal, State, or municipal agency.

Notwithstanding the foregoing, a decision of the Impartial Umpire or any other arbitrator on any grievance shall continue to be final and binding on the Union and its members, the employee or employees involved and the Corporation and such grievance shall not be subject to reinstatement.

This letter is not to be construed as modifying in any way either the rights or obligations of the parties under the terms of the National Agreement, except as specifically limited herein, and does not affect sections thereof that cancel financial liability or limit the payment or retroactivity of any claim, including claims for back wages, or that provide for the final and binding nature of any decisions by the Impartial Umpire or other grievance resolutions.

It is understood this letter and the parties obligations to reinstate grievances as provided herein can be terminated by either party upon thirty (30) days notice in writing to the other.

It is agreed that none of the above provisions will be applicable to any case settled prior to December 13, 1976.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (38),(53),(79i)]

Inter-Organization

DELPHI CORPORATION

Date: September 18, 2003

Subject: Furnishing Work Elements - Standards Cases

To: All Presidents
All Personnel Directors

During current negotiations, Delphi Corporation informed the International Union, UAW that it was its intention to republish the content of the Corporation's letter concerning Furnishing Work Elements - Standards Cases as follows:

> During past negotiations the parties discussed at length the Union's charges that there were occasions when the work elements of a job requested by the Committeeperson pursuant to Paragraph (79) were not furnished in a timely manner.
>
> The Corporation and the Union have reaffirmed their mutual determination to adhere to the spirit and intent of Paragraph (79). In addition, there is agreement that in nearly all cases a more expeditious settlement of grievances can be reached when there is prompt and full exchange of pertinent information. In this regard the text of Paragraph (79) of the Delphi-UAW National Agreement provides that the work elements of a job in dispute will be furnished 'without undue delay.' It is recognized by the Union that there will be occasions when due to production acceleration, volume of production standards grievances filed, etc., the information requested by the Committeeperson cannot be furnished as promptly as under normal circumstances.

We have advised the Union that the words 'without undue delay' mean as soon as reasonably possible under circumstances existing at the time the request is made for the work elements of the job.

Kevin M. Butler
Vice President
Human Resource Management

Doc. No. 54
EMPLOYEE TRANSFER OR RE-ASSIGNMENT

Inter-Organization

DELPHI-CORPORATION

Date: September 18, 2003

Subject: Transfer or Re-Assignment of Employees

To: All Presidents
All Personnel Directors

As a part of the current negotiations Delphi Corporation informed the International Union, UAW that it was the Corporation's intention to republish the content of Mr. L. G. Seaton's letter of December 15, 1967 regarding the transfer or reassignment of employees who complained about production standards or discipline as follows:

> During the negotiations resulting in the 1967 National Agreement, the parties discussed the claim raised by the Union regarding employees being transferred or re-assigned to 'less desirable' jobs because they initiated complaints regarding production standards or discipline. In addition, in the case of probationary employees, the Union stated that some were separated because they initiated production standards complaints.
>
> It is important for Delphi Corporation to retain its right to transfer employees in order to maintain and improve efficiency in our operations. It is also important to respect the right of employees to file legitimate grievances regarding production standards or disciplinary action.
>
> The International Union has been advised that we do not consider it proper to transfer, re-assign or separate employees because they file such grievances.

It is expected that this position will be given your full support and that of your Management organization.

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (76),(79h)]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During current negotiations, Delphi Corporation and the International Union, UAW have reaffirmed the informal procedure dealing with the implementation of production standards settlements as outlined in the content of Mr. Earl R. Bramblett's letter of October 5, 1964 as follows:

> In the course of current negotiations the Union has alleged that in some cases the solution agreed upon in settlement of production standards grievances was not implemented in a timely fashion. The Union has also alleged that in certain cases settlements agreed upon were violated.
>
> In the course of these negotiations we have reaffirmed our mutual determination to avoid misunderstandings in this area in the future. In that connection, we have adopted the following informal procedure for use in cases in which it is alleged that a settlement of a work standards grievance, reached during negotiations in which a member of the GM Department of the UAW and a representative of the Divisional Labor Relations Staff and/or the Corporation Labor Relations Staff participated, has not been implemented in a timely manner, or that after implementation the settlement has been violated:
>
> 1. The complaint may be reviewed by the Chairperson of the Shop Committee and Plant Personnel Director.

2. If not resolved, the Chairperson may submit his statement of the case in writing to the Plant Personnel Director spelling out the details of the complaint.

3. The Plant Personnel Director shall submit a written reply within one (1) working day of receipt of the written statement.

4. If the matter is not resolved within three (3) working days after the Personnel Director's written reply, the Chairperson of the Shop Committee may submit a written report of the disputed case to the General Motors Department of the UAW in which case the Plant Personnel Director, after notice by the Chairperson of the Shop Committee of such submission, will submit a written report to his Divisional Labor Relations Staff.

5. If these parties are unable to resolve the dispute, it may then be reviewed by the General Motors Department of the UAW with the Delphi Corporation Labor Relations Staff where it will be resolved.

This letter and this procedure are not intended to prejudice any contractual position either Delphi Corporation or the UAW may take in any case arising under the National Agreement.

It was agreed between the parties as a result of current negotiations that similar complaints regarding work standards grievance settlements that are resolved without the assistance of Corporation, Divisional or GM Department personnel may also be processed under this informal procedure.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (79),(79C)]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

The relief time in automobile manufacturing plants on operations on which the employees' manual operations are continuous and which cannot be left unattended and for which the Corporation provides "tag" relief, and on certain other operations that the Corporation determines are likewise of such a nature as to give the employees no control over their work pace, shall be twenty-three (23) minutes before lunch and twenty-three (23) minutes after lunch on a regular eight (8) hour shift, making a total of forty-six (46) minutes. This will not affect relief allowance now in effect on certain specific operations due to environmental job conditions. The amount of such relief shall be modified accordingly for a shift other than a regular eight (8) hour shift. The Plant Management may, by mutual agreement with the Local Union, allocate the relief before and after lunch to not more than two (2) periods before lunch and two (2) periods after lunch.

Sufficient labor will be provided to enable employees to obtain the above relief taking into consideration that the first hour at the start of the shift and the first one-half hour after lunch are not ordinarily required for relief except in emergencies.

The parties have agreed to continue the following informal procedure to address complaints regarding this subject.

1. The complaint may be raised by the Chairperson

of the Shop Committee directly with the Plant Personnel Director.

2. If not resolved, the Chairperson may refer the problem to a representative of the General Motors Department of the International Union who may request a meeting with either a representative of Divisional Labor Relations or a member of the Corporation Labor Relations Staff to discuss the complaint and take appropriate action.

This letter and this informal procedure are not intended to prejudice the position of either Delphi Corporation or the UAW.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

{See CSA #4}
{See Doc. 40, Att. A}

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations the UAW complained that procedures set forth in Paragraph (183)(d) are not being satisfactorily implemented by Management in many instances.

This letter is intended to clarify the intent and purpose of this provision:

1. The "advance discussion" except where time and circumstances prevent it, will take place "prior to letting the contract for the performance of maintenance and construction work," before any decision has been made as to whether the work should be contracted out. The "advance discussion" will include information as to "why Management is contemplating contracting out the work." It is evident that except as noted above, since Management is only "contemplating contracting out the work" when the "advance discussion" takes place, Management should not have made any decisions concerning whether or not to contract out the work before such "advance discussion" is held.

2. Management should advise the local Union of the "nature, scope and approximate dates of the work to be performed and the reason or reasons (equipment, manpower etc.), why Management is contemplating contracting out the work." This information is related to the letter dated December

14, 1967, to the International Union signed by Mr. Louis G. Seaton. That letter makes reference to "manpower, skills, equipment and facilities" and also as to whether the Corporation "can do the work competitively in quality, cost and performance and within the projected time limit." Since any or all of these conditions may be entailed in the determination as to whether a particular contract should be let out or not, it is necessary that Management advise the local Union in the "advance discussion" concerning the item or items which are relevant to the decision-making.

3. If in the "advance discussion" it is clear that Management is only "contemplating contracting out the work" and if in addition all the pertinent information as noted above is supplied to the local Union, then local Union representatives will be given a better opportunity "to comment on Management's plans" and will also give an opportunity to Management "to give appropriate weight to those comments in the light of all attendant circumstances."

4. These advance discussions should include a Management representative of the Plant Engineering or Maintenance activities knowledgeable of the issues.

In addition the Union complained that in certain instances plant Management requested and contracted for maintenance service on leased equipment, and extended warranty arrangements or service contracts were being purchased which impacted the job security of seniority employees in skilled trades classifications. Management stated that, while Paragraph (183)(b) covers the "fulfillment of normal warranty obligations by the vendor", warranty arrangements that extend beyond those customarily provided or the obtaining of service contracts are not covered by these provisions. Rather, such arrangements or service contracts covering work normally and historically performed by represented skilled trades employees are to be considered in the same manner as contracts for the

performance of maintenance work and such decisions are covered by the provisions of Paragraph (183)(c) of the National Agreement. The local plant Managements will be advised accordingly.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (42a)]
[See App. F-F2]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations the parties discussed pre-apprentice training as one method of achieving our common goal of bringing a greater number of members of minority groups and females into the apprentice training program. It is evident that we share a serious concern about the establishment of effective methods of achieving this desirable goal.

Accordingly, the Delphi-UAW Skilled Trades and Apprentice Committee, upon determining that a plant's skilled trades workforce is under-represented by minority groups and females, will consider matters pertaining to pre-apprentice training as it relates to achieving the above objective as well as approve any such training program for which points can be awarded under the Delphi-UAW Apprentice Selection Procedure.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (122)f,(127)(g)]

Doc. No. 61
APPRENTICE COMMITTEE MEMBERS – MANAGEMENT EXPERTISE

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the 1990 negotiations, the Union expressed concern that in some instances the Management members of the Local Apprentice Committee did not possess sufficient skilled trades knowledge or experience to adequately discuss Apprentice training concerns. The Corporation advised the Union that most Local Apprentice Committees contain a Management member who has skilled trades experience. At those facilities where such is not the case, plant Personnel Directors will be advised of the desirability of providing such a resource. Problems in this regard may be brought to the attention of the plant Personnel Director by the Local Union for review and correction, as necessary.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (127),(d)(1)]

Inter-Organization

DELPHI CORPORATION

Date: September 18, 2003

Subject: Apprentice Testing and
The Local Apprentice Committee

To: All Personnel Directors
Plants Covered by the Delphi-UAW
National Agreement

During the current negotiations, the Corporation agreed that the Union members of the Local Apprentice Committee would be informed of Local Management's Apprentice testing procedure. In this regard, the Union members of the Local Apprentice Committee are to be advised of the location, date and time that Apprentice selection tests are to be administered. Where tests are given on a regularly scheduled basis, the Union members should be advised of this schedule.

In addition, and as soon as is practicable, a meeting should be arranged with the Union members of the Local Apprentice Committee, in which the Union members are to be informed of the procedures followed in administering the Apprentice tests. In this regard, the Management representative should explain each of the tests and the instructions given when the tests are administered. Further, a Union member of the Local Apprentice Committee may sit in on testing sessions.

In areas where consolidated testing is conducted, one Union representative, who is a member of a Local Apprentice Committee, may sit in on testing sessions.

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (124),(127)(g)]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

Subject: Job Security - Apprentice Training and Journeyman/woman Development

During these negotiations, the Union and the Company acknowledged that skilled trades personnel provide vital support to operations, and that there is a direct relationship between the effectiveness of skilled trades personnel and the success and viability of the operations they serve. Establishing new levels of competence within the apprenticeable trades through training and retraining will permit the Union and the Corporation to pursue the critical objective of continuous improvement in quality, flexibility, operational effectiveness and, in turn, enhance job security.

Consistent with these discussions and in response to current skilled trades demographics, potential future retirements, and attrition, the Corporation has agreed to continue to place primary reliance on the Delphi-UAW Apprentice Program as the training source for future skilled tradesmen/women. Exceptions to this must be approved by the Delphi-UAW Skilled Trades and Apprentice Committee. Integral to this job security-related commitment would be actions to enhance the flexibility of both future apprentice graduates and current journeymen/women.

With regard to the expansion of the Apprentice Program, Delphi intends to continue to indenture

apprentices Corporation-wide in the basic apprenticeable trades. These additional apprentices will be added during the term of the 2003 National Agreement provided that qualified candidates can be found who meet all the selection criteria and affirmative action goals can be met. While the placement of apprentices will depend on a variety of business condition factors such as attrition, technological changes, business sector performance, future product plans and product allocation, the general economy, and sales and market trends, Delphi Corporation intends to pursue the objective to indenture (750) apprentices during the term of the 2003 National Agreement, and will make a good faith effort to increase the aggregate to (950). Requests for apprentices, the rate of placement, and forecasted requirements will continue to be reviewed by the National Parties consistent with other understandings regarding skilled trades job security.

It is understood that in cases where the above goals cannot be met, or there is an immediate need for Journeymen/women skills at a particular location, it may be necessary to hire Journeymen/women in place of the apprentices agreed upon in this letter. In that case, the Corporation will inform the International Union of the number of Journeymen/women hired and the reasons. Also, in these discussions the parties reviewed the need to give priority consideration to the placement of laid off skilled tradesmen/women (Journeymen/women, E.I.T.S. and Apprentices) as well as those currently assigned to Protected Status.

Furthermore, where changes in the type of operation, volume, product life cycle, or other reasons, have caused an excess number of Journeymen/women in a particular Skilled Trade classification and placement in their trade classification is not possible, the parties will pursue, where feasible and practical, the retraining of Journeymen/women to qualify them in another apprenticeable Skilled Trade in either their home plant or another Delphi facility, consistent with established Employee Placement Procedures. Such retraining could be done within or outside the Delphi-UAW

Apprenticeship Program. In any event, any such retraining programs must be approved by the Delphi-UAW Skilled Trades and Apprentice Committee.

It is anticipated that progress in the goals set forth in this letter will be reviewed periodically in regular meetings of the Delphi-UAW Skilled Trades and Apprentice Committee. Progress will be reported annually to the Director of the GM Department of the UAW and the Vice President, Human Resource Management for Delphi Corporation, for review and adjustment where necessary.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (127)(d)(1),(127)(d)(2),(130)
[See Par. (131),(152)]

Inter-Organization

DELPHI CORPORATION

Date: September 18, 2003

Subject: Apprentice Work Assignments

To: All Personnel Directors
Plants Covered by the Delphi-UAW
National Agreement

During the current negotiations, the Union raised the question of apprentices being assigned to work alone. The parties agreed that good judgment and a rule of reason should be used when making these assignments.

As a result of these discussions it was concluded that, consistent with existing training methods and facilities in the plant, apprentices should not be assigned to perform work without a journeyman/woman being present unless the apprentice has been trained to do the job; has been instructed in the proper safety procedures; and is considered competent to perform the assignment. Experienced journeymen/women will generally be available to assist the apprentice in many of the normal floor assignments until that level of competence has been reached. This will not change or restrict any mutually satisfactory local practices.

Specifically, during 2003 Negotiations, the Union raised concerns regarding apprentices assigned to work alone on "high risk" jobs. In this regard, it is the Corporation's intent to assign work to apprentices consistent with the policy outlined above and, therefore, "high risk" jobs would not be an appropriate initial assignment to be performed alone. However, the definition of such "high risk jobs" is subject to the approval of the respective Plant Safety Review Board.

Problems in this regard are a matter for review by the Delphi-UAW Skilled Trades and Apprentice Committee.

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (122)(h)]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

This will confirm the understanding reached during the current negotiations that within a reasonable period after a laid off apprentice, Employee-In-Training or Employee-In-Training-Seniority has been recalled to work at any Delphi Corporation Plant, such employee will be paid an incentive bonus in recognition of satisfactory completion of any related training courses, required pursuant to Paragraphs (145) and (180), in which the employee was enrolled at the time of layoff. In the event the employee is not recalled within a reasonable period of time, such employee may apply to the home plant for the related training bonus.

In addition, with prior Management approval and arrangements with the school, apprentices whom Management anticipates recalling to the apprentice classification prior to the expiration of the school term may be enrolled for one term and become eligible for an incentive bonus on the same basis.

This incentive bonus will amount to a figure to be arrived at by multiplying the number of class hours in each course times the employee's straight-time hourly rate less the amount, if any, paid to the employee for such related training prior to layoff.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (140a),(140b),(146),(180)(d)]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations the parties discussed at length a problem encountered at some plant locations where employees-in-training and apprentices are in training to become journeymen/women in the same skilled trades classification and there is either a need for a reduction or increase in the number of such employees in a skilled trades classification.

The parties recognize the desirability of providing opportunities and training for employees through both the Delphi-UAW Standard Apprentice Program and the Employee-In-Training Program consistent with the needs of the business. To preserve the continuity of the Apprentice Program, which has generally been viewed as the long run source of skilled trades personnel in the apprenticeable classifications, the parties have negotiated appropriate provisions in the National Agreement to avoid unnecessary interruptions of the program. The Employee-In-Training Program is equally necessary and has been continued by the parties to supplement the journeyman/woman work force at times of increased work load and during shortages of skilled trades personnel. Importantly, the Employee-In-Training Program also provides opportunities for persons to upgrade their skills and provisions have been negotiated enabling employees-in-training to continue their training and achieve journeyman/woman status.

Employees-in-training may be reduced due to a reduction in force or displaced by a journeyman/woman in accordance with Paragraph (174) or by an employee-in-training-seniority in accordance with Paragraph (175). Apprentices may be reduced due to a reduction in force or displaced by journeymen/women in accordance with Paragraph (140a). In addition, Paragraph (140b) provides that in the event of a drastic reduction in the level of work resulting in a heavy reduction in the skilled trades work force, additional apprentices may be reduced pursuant to a mutually acceptable layoff and recall plan agreed upon by the local parties. Likewise, temporary layoff situations are governed by locally negotiated provisions pursuant to Paragraph (177).

Except for those situations covered by National Agreement provisions, the following procedure will apply to the reduction of employees-in-training and/or apprentices when neither journeymen/women nor employees-in-training-seniority are reduced from the classification:

- Employees-in-training who have accumulated less than (2) years credited work experience in the classification in that plant will be reduced before any apprentice is reduced;
- Employees-in-training who have accumulated (2) or more years of credited work experience in the classification in that plant will not be reduced before all apprentices who have not completed (4) periods of the shop training schedule have been reduced from that classification;
- All employees-in-training in the classification will be reduced before any apprentice who has completed (4) periods of the shop training schedule is reduced.

The completion of (4) periods of the shop training schedule for apprentices and the credited work experience in the classification in that plant for employees-in-training for purposes of this procedure shall be based on a calculation made as of the last

Monday of the month preceding the month during which such a reduction occurs.

Similar consideration is to occur when there is a need to recall a number of employees to a classification where there are both employees-in-training and apprentices reduced from the classification.

Any complaints regarding the application of this procedure in any plant may be taken up with Local Management of that plant by the Local Shop Committee and if not resolved may be reviewed by the Delphi-UAW Skilled Trades and Apprentice Committee.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (122),(138),(161),(175)]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations the parties discussed the subject of conversion to the metric system and its effect on certain employee owned tools.

During these discussions the Corporation indicated its intention to make available during the transition period necessary metric tools and calibrated measuring instruments to skilled trades employees when required in the performance of their work. Such tools will be available in the tool cribs and charged out to skilled trades employees when they have need for them.

This policy does not preclude the use of conversion tables or any other alternate means of changing to the metric system in place of utilizing such tools or calibrated measuring instruments, nor does it alter the present requirement that skilled trades employees provide their own tools necessary to perform their duties, except as provided in the second paragraph hereof.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

Doc. No. 68
ADMINISTRATION OF PARAGRAPH (178)

Inter-Organization

DELPHI CORPORATION

Date: September 18, 2003

Subject: Administration of Paragraph (178)

To: All Personnel Directors
Plants Covered by the Delphi-UAW
National Agreement

During the current negotiations the Union complained about improper administration of Paragraph (178) by local managements.

These complaints centered around the hiring of skilled trades employees as journeymen/women without sufficient checking by local Management of the documents presented by the applicants to assure they qualify for such status in accordance with the provisions of Paragraph (178). They also complained that in some instances Management shifted the blame to the Union when such an employee had to be released because, upon further investigation, the information upon which Management relied to hire the individual did not meet the criteria of Paragraph (178).

In response to these complaints the Corporation stated it would inform local managements that when proof of journeyman/woman status is not clearly established, such documentation will be furnished to the Chairperson of the Shop Committee and the matter will be thoroughly investigated before an employee is hired. In this regard, it was observed that establishment of such proof of status is often expedited when the applicant is a laid off bona fide UAW journeyman/woman. Additionally, the Corporation assured the Union that any explanation concerning the reasons a newly hired journeyman/woman employee must be terminated because of failure to meet the requirements of Paragraph (178) is to be based on those factual reasons and not on the fact that the Local Union may have questioned the matter.

The parties mutually agreed that both the local Management and the local Union must exercise fair but sound judgment when considering matters relative to Paragraph (178).

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

As a part of current negotiations, Delphi Corporation informed the International Union, UAW that the content of Mr. George B. Morris, Jr.'s letter of November 22, 1976, concerning State Protective Laws and Their Impact on the Application of Paragraph (63)(a) would again be published as follows:

> This is to confirm our mutual understanding reached during 1976 negotiations with respect to the application of Paragraph (63)(a) of the National Agreement.
>
> When a promotion is contemplated pursuant to Paragraph (63)(a) of the National Agreement and there are female employees in the group for consideration for the promotion who, prior to May, 1970, could not obtain experience in the classification to which the promotion is contemplated by reason of the Corporation's interpretation of state protective laws, such lack of experience will not be considered in evaluating the relative ability, merit, and capacity of such females in comparison with other employees in the

group provided such female employees are otherwise capable of performing the job. It is further understood individual seniority rights will not be breached as a result of application of the above.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

Doc. No. 70
TRANSFERS AND PROMOTIONS – LOCAL
SUSPENSION OF PROVISIONS

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During current negotiations, Delphi Corporation and the International Union, UAW discussed the problem of the negative impact on product quality and customer satisfaction resulting from the movement of people through transfers, promotions and shift changes during critical periods in plant operations.

Accordingly, this letter is to confirm the agreement reached that the local parties are strongly encouraged to mutually agree on the suspension of the application of the National Agreement and local agreement provisions relating to transfers, promotions and shift changes, all or in part, during periods of model build-out, model startup, plant rearrangement, major line speed change, product change, addition or elimination of a shift, or other mutually recognized problem period. Further, such local agreements shall be reduced to writing and signed by the local parties.

If there exist instances wherein mutual agreement cannot be reached by the local parties, such instances may be referred to the National parties for review and disposition.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par.(59),63]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During current negotiations, Delphi Corporation and the International Union, UAW discussed the various interpretations the term, "within the plant," as used in Paragraph (63)(a)(2) of the National Agreement, has within the Corporation based on differing physical layouts of facilities, geography, local nomenclature, etc. Accordingly, it was agreed that discussion and mutually satisfactory agreement as to the meaning of this term are appropriate at the local level.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Doc. 72]

Doc. No. 72
PARAGRAPH (63)(a)(2) –
FILING FOR A SINGLE CLASSIFICATION

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During current negotiations, Delphi Corporation and the International Union, UAW discussed the situation under Paragraph (63)(a)(2) of the National Agreement where a particular classification to which an employee desires advancement appears in several departments. This letter will confirm the understanding that, where an employee desires advancement to a particular classification that appears in several departments, such employee may designate on either or both of the two (2) applications on file up to five (5) departments in which that classification appears and be eligible for consideration for promotion to that classification in all departments so specified.

Further, a refusal of an offer of transfer to any department specified will cancel the application to that classification in its entirety and the employee may be entitled to only one (1) valid application under Paragraph (63)(a)(2) for a period of six (6) months thereafter.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Doc. 71]

Inter-Organization

Date: September 18, 2003

Subject: Union Work Centers

To: All Presidents
All Personnel Directors

As a part of the current negotiations, Delphi Corporation informed the International Union, UAW that the content of Mr. L. G. Seaton's letter of December 15, 1967 regarding Union Work Centers would again be published as follows:

> During 1967 negotiations the Union requested that a work center be furnished in each plant where designated Union representatives could meet internally regarding representation matters, prepare statements required by the Grievance Procedure Section of the National Agreement, and keep files necessary to carry out their functions.
>
> Delphi Corporation agreed to provide a suitable work center for the internal use of designated Union representatives in plants employing 200 or more employees. The Union recognizes that the work center will be for the use of designated Union representatives for the purpose only of handling internal Union affairs required by the National Agreement as they relate to the duties of their office. It is further understood that other employees may contact Union representatives in the work center during the non-work time of such employees.
>
> The size and location of the work center should be consistent with the use for which it is intended and shall be determined by the local management after consultation with the Chairperson of the Shop Committee. The International Union has been informed by the Corporation that each work center will include appropriate furnishings, such as desks or tables, chairs, filing cabinets, and an in-plant telephone. It will, upon request of the local union,

also be equipped with a private telephone billed directly to the local union.

Divisional Management should consult Argonaut Realty Division regarding the size, construction of, and furnishings of such work centers.

Since Union Work Centers are not provided in plants with fewer than 200 employees, the Chairperson of the Shop Committee in those plants will be provided with two three-drawer file cabinets located in a mutually satisfactory central location. Suitable work space, to be determined by Local Management in accordance with availability of space and local conditions and after consultation with the Chairperson of the Shop Committee, will be provided on an as-needed basis. When it is necessary for the Chairperson of the Shop Committee to conduct a private conversation in the performance of his functions, Local Management will make an appropriate private location available upon request.

Any problems associated with implementation or administration of this letter may be reviewed with the Corporation's Labor Relations Staff by the GM Department of the UAW.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Memo-Work Centers]
[See Doc. 74,75,76]

DELPHI CORPORATION

Date: September 18, 2003

Subject: Center for Benefit Plans and
Health and Safety
Representatives

To: Presidents
Personnel Directors

As part of the current Negotiations, Delphi Corporation informed the International Union, UAW, that the content of Mr. Gerald A. Knechtel's letter of November 19, 1973 regarding the Centers for Benefit Plans and Health and Safety Representatives would again be published as follows:

> During the 1973 negotiations, the Union indicated that the increased complexities of the Benefit Plans Representatives' duties and the function that the Health and Safety Representative will be expected to perform make it desirable for these Representatives to be provided a Center from which to conduct their important activities. Such a Center would provide these Representatives a place to carry out their respective duties in a professional manner and to retain orderly records necessary to their functions.
>
> The Corporation agreed that such a Center is desirable for the internal use of the Benefit Plans and Health and Safety Representatives in the larger manufacturing plants.
>
> Following the conclusion of negotiations, the Corporation will advise the International Union of the plants in which such Centers will be included and will discuss with the International Union the size and location of the Centers, appropriate furnishings and other matters related to the uniform implementation of this Center letter.

CENTER FOR BENEFIT PLANS AND HEALTH AND SAFETY REPRESENTATIVES

The Corporation and the Union, realizing the value of proper administration in these areas, agree that the Center shall be used only by the Benefit Plans and Health and Safety Representatives.

Kevin M. Butler
Vice President
Human Resource Management

[See Memo-Work Centers]
[See Doc. 73,75,76]

DELPHI CORPORATION

Date: September 18, 2003

Subject: Facilities for Union Members of Local Apprentice Committee

To: All Personnel Directors
Plants Covered by the Delphi-UAW National Agreement

During the course of the current negotiations, the Union cited the problem Union members of the Local Apprentice Committee have relative to keeping necessary records and preparing written materials.

To meet this problem, each location employing less than 50 apprentices is requested to furnish a file or a cabinet which will provide the Union members of the Local Apprentice Committee a place to store their records and do their necessary writing. This file or cabinet should be similar to that which has been furnished District Committeepersons in the plant and should be placed in an appropriate and secure location near their work area.

In addition, the Union requested and the Corporation agreed that at plants employing 50 or more apprentices, the Union members of the Local Apprentice Committee will be furnished a desk and chair for their use in the Center for Benefit Plans and Health and Safety Representatives to perform legitimate clerical functions which are related to their duties as provided in the Delphi-UAW National Agreement.

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (124)]
[See Memo-Work Centers]
[See Doc. 73,74,76]

Doc. No. 78
SPACE AND FURNISHINGS PROVIDED FOR UNION BENEFIT PLAN AND HEALTH AND SAFETY REPRESENTATIVES AND THE UNION MEMBERS OF THE LOCAL APPRENTICE COMMITTEE

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the parties discussed the matter of space and furnishings provided for union representatives with responsibility for benefit plans, health and safety and apprentice matters.

We are interested as you are in providing facilities which enable all of these representatives to carry out their responsibilities. As soon as practical after the effective date of this agreement, in the locations where there is insufficient room to accommodate these union representatives in the present facility local Management will expand it to make this accommodation. It is understood that at some of these locations where plant layout considerations are involved local Management may accommodate the need for additional room by relocating the facility or by providing a separate space in a suitable location for some of these union representatives. In that regard, at locations employing 800 or more employees a second desk and chair will be provided for benefit plans representatives. We will work with you and our divisions on any problems in this regard brought to our attention.

The specifications of such new or expanded facilities will be consistent with the specifications originally established as a result of the George B. Morris, Jr. letter to the International Union, UAW, dated November 19, 1973, regarding the Centers for Benefit Plans and Health and Safety Representatives.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

{See Par. (124)}
{See Memo-Work Centers}
{See Doc. 73,74,75}

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the parties discussed the duties of the Local Union President in certain Delphi Corporation plants. The parties agreed that the president's function includes, in addition to administrative duties as the Local Union's Chief Executive Officer, certain elements of National Agreement administration.

Accordingly, the Corporation agreed that in plants employing 500 or more employees where the Local Union President is a full time employee, such president will be allowed to perform legitimate administrative functions without loss of pay up to a total of forty (40) straight time hours per week. Moreover, in those same plants such president, as a portion of the forty (40) hours will be permitted to leave the plant in accordance with Paragraph (24) of the Delphi-UAW National Agreement and will be paid for up to six (6) hours per day Monday through Friday to perform legitimate administrative functions.

Such Local Union President shall notify the designated Management representative, when leaving and returning to the plant during working hours.

Moreover in those same plants when such Local Presidents are absent for at least one full working day for reasons other than those provided herein, Management will recognize a temporary replacement from among the full time employees. Notification of

such replacement shall be submitted in writing at least twenty-four hours in advance to Local Management's designated representative. In the event such a replacement is made, the Local President shall not be paid and the replacement will be permitted to utilize time out of the plant with pay pursuant to the provisions herein.

In plants employing less than 500 employees but more than 250 employees where the Local Union President is a full time employee, such president will be allowed to leave the plant in accordance with Paragraph (24) of the Delphi-UAW National Agreement to perform legitimate administrative functions without loss of pay for up to a total of ten (10) straight time hours per week. Any single period of absence must be for a minimum of two (2) hours.

In plants employing less than 250 employees but more than 100 employees where the Local Union President is a full time employee, such president will be allowed to leave the plant in accordance with Paragraph (24) of the Delphi-UAW National Agreement to perform legitimate administrative functions without loss of pay for up to a total of eight (8) straight time hours per week. Any single period of absence must be for a minimum of two (2) hours.

Any problems associated with the implementation or administration of this letter will be reviewed by the Corporation Labor Relations Staff with the GM Department of the UAW.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the course of the current negotiations, the parties agreed that the content of the letter of October 8, 1987 regarding the anticipated termination of sick leaves would again be published as follows:

During the 1979 negotiations, the parties discussed at length the Union's concern that certain employees on sick leaves of absence were not made aware of the anticipated return to work date supplied to Management by the employee's personal physician.

As a result of those discussions the Corporation advised the International Union that as a matter of policy it would, effective January 1, 1980 initiate a procedure whereby, in those instances where such information was submitted directly to Management by the employee's attending physician, an employee on a sick leave of absence would be provided written notification of the most current anticipated return to work date designated by his attending physician. A copy of this notification will be provided the Chairperson of the Shop Committee.

In establishing such a procedure it is mutually recognized that providing or not providing such information will be without prejudice to either party in the application of any terms of the National Agreement and will not be cited or relied upon by an employee, the Union, or Management as a basis for any claim.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (106),(111)(b)]

Doc. No. 79
CHANGE IN ESTABLISHED SHIFT HOURS OR LUNCH PERIODS

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations the International Union raised the contention that certain local managements had failed to hold the advance discussion specified in Paragraph (88), regarding change in the established shift hours or lunch period.

Accordingly, the Corporation informed the Union that it would advise its Local Plant Management that the matter of a change in established shift hours or lunch periods will be discussed as far in advance as possible with the Shop Committee. A record of that discussion which includes the position of the local Union regarding the change will be published in the minutes of the second step meeting.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (3a)]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

This is to confirm our understanding concerning the Christmas holiday periods provided under our National Agreement.

The agreement is intended to continue the concept of an unbroken Christmas Holiday Period from the day before Christmas through New Year's Day (inclusive); a period that encompasses two weekends.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (66)(d),(203)(3),(203c)]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

This will describe the methods to be used in regard to withholding of Federal income tax from employee's wages attributable to grievance awards, vacation pay and pay in lieu of vacation from employee's wages.

Grievance awards in excess of $500.00, but involving periods less than one calendar year, will be treated as supplemental wages and income tax withholding will be calculated using the Federal income tax regulations regarding supplemental earnings.

Likewise, pay in lieu of vacation also will be treated as supplemental wages and income tax withholding will be withheld using the Federal income tax regulations regarding supplemental earnings.

It should be noted that the tax withholding referenced above only covers the Federal withholding amount. An amount for FICA taxes and state or local income taxes, where applicable, will be in addition to the amount withheld for Federal income tax.

Grievance awards which are less than $500.00 will be aggregated with the regular payroll and the income tax withholding will be calculated on the total amount.

If a grievance award is made for a period of more than one calendar year, the income tax withholding will be calculated as if the payment were for a single annual period. Thus, in such situations, the annual percentage

table will be used to calculate the income tax withholding for such awards. This method would be the same as considering the award as having been paid equally over the preceding 52 weeks.

For vacation payments made for time away from work, such payments will continue to be treated as a regular wage payment; i.e., income tax withholding will be calculated as if the vacation payment represented a regular weekly wage payment.

The above methods are dictated by Federal Income Tax Regulations. Therefore, any change or amendment to such Regulations will, of necessity, have to be reviewed for compliance with the above changes.

Formal procedures to effect these changes are being communicated to the Compensation activity by separate letter, with instructions to make these changes as soon as practical.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the course of current negotiations, Delphi Corporation and the International Union, UAW reaffirmed the matter of Mr. Earl R. Bramblett's letter of November 11, 1970 regarding the problem of major plant arrangements and its possible impact on local agreements covering bargaining unit employees as follows:

> During the course of the present negotiations, the International Union raised the problem of major plant rearrangement and its possible impact on local agreements covering bargaining unit employees.
>
> The International Union specifically cited the alterations and rearrangements which took place at Saginaw Manufacturing, Saginaw, Michigan and Fisher Body Euclid Plant at Cleveland, Ohio. At the Saginaw facility the total plant layout was rearranged, new machinery was added and the character of the plant was completely altered. The Fisher Body Plant at Cleveland experienced a drastic transition changing from an auto assembly plant to a trim manufacturing plant.
>
> In each of the above cited examples, work assignments, seniority rights and wage rates, were drastically affected. In one case it required the local parties to negotiate a new wage agreement, seniority agreement, shift preference and equalization of hours groups, as well as introduce a

new wage structure which in some instances obscured the former wage agreement.

Where there are such major changes in facilities, both parties agree that it is in their mutual interest to review the potential impact on local agreements with the objective of minimizing misunderstandings and reducing or eliminating possible disputes as far in advance of the event as practicable. Accordingly, the Corporation will discuss such situations with the International Union as far in advance as practicable.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

Inter-Organization

DELPHI CORPORATION

Date: September 18, 2003

Subject: Overtime Policies

To: All Presidents
All Personnel Directors

As part of the current negotiations, Delphi informed the International Union, UAW that it is the Corporation's intention to continue its previous policy regarding overtime practices. This policy will be applicable only to those employees who are not covered by the provisions of the Memorandum of Understanding on Overtime.

There was considerable discussion in these negotiations about the claims of the International Union, UAW that too many employees who are required to work overtime over extended periods are not excused from overtime work assignments even though they have legitimate reasons to be excused.

The Corporation pointed out that overtime serves a number of functions essential to the effective operation of Delphi Corporation tightly integrated and interdependent manufacturing system. In many instances overtime must be worked at one or more plants in order to permit other plants to meet their schedules. Emergency overtime to repair breakdowns in essential equipment is often necessary to prevent or minimize interruptions in plant operations and resultant short work weeks for many employees. Overtime is also necessary on bottleneck jobs and also during certain times of the year in order to meet product change deadlines and to satisfy fluctuations in customer demand for Delphi Corporation products.

Both the International Union and the Corporation recognized that the nature of the business requires overtime work assignments. In many instances, however, less than a full complement in a supervisor's group is needed to fill the jobs which are working overtime. When less than a full complement of

employees is needed it is usually practicable for the supervisor to excuse employees who do not wish to work and confine the overtime assignments to those employees who do wish to work.

In situations where there are sufficient employees available who wish to work overtime and who are capable of doing the overtime work assignments, employees who do not wish to work overtime are to be excused from doing so, insofar as practicable.

Employees who are required to work overtime should be given as much advance notice as is practicable so that they can make any personal arrangements that may be necessary.

An individual employee's personal problems in connection with working overtime should be given careful consideration and such individual needs should be recognized. The individual employee's request to be excused from an overtime work assignment, when made a reasonable period of time in advance, should receive every possible consideration. When the request is granted the employee will be notified as far in advance as possible so that the employee can make personal plans accordingly. Thereafter, any cancellation or change in the arrangements to excuse the employee will only be made by mutual consent.

Except in situations of an emergency or crisis nature, an employee who is not assigned to a necessary continuous seven-day operation and who has worked thirteen consecutive calendar days will be excused from work on the next following Sunday provided the request for the day off has been made before the end of the employee's shift on the previous Friday.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (71)]
[See Memo-Overtime]
[See Doc. 116]

DELPHI CORPORATION

Date: September 18, 2003

To: All Presidents
All Personnel Directors

Subject: Failure to Work Forty Hours as a Consequence of Severe Weather Conditions or Riots - SUB Plans

In general, the following SUB Plan determinations apply with respect to a plant shutdown in an area in which severe weather conditions or an actual or threatened riot have occurred. Attached as a tool to aid in the application of this letter is a flow chart. Nothing in the flow chart changes any terms of this letter.

1. With respect to a day for which the plant gives notification by public announcement or otherwise of a shutdown, a SUBenefit shall be paid as provided under the Plan to otherwise eligible laid off employees.

2. With respect to a day during which the plant attempts to operate but is forced to shutdown because of the absenteeism of employees, and forty percent (40%) or less of the employees scheduled to report for work on the shift have not reported to work prior to the shutdown, a SUBenefit shall be paid to otherwise eligible employees who reported for work but were sent home when the plant suspended operations; provided, however, that if the amount of such SUBenefit payable plus the pay for hours worked on such day equals less than the equivalent of 4 hours' pay, such employees shall be paid 4 hours' pay by the Corporation for such day (including pay for any hours worked) in lieu of such SUBenefit, as provided below. In calculating the SUBenefit, credit should be taken as Available Hours for any period between the starting time of the employees' regular shift and the time they reported for work.

(a) Employees who report for work during the first 4 hours of their regular shift on a day the plant has attempted to operate and subsequently shuts down, shall receive a SUBenefit for any hours not worked or made available during the period between the time they reported for work and the end of their regular shift; provided, however, that if the amount of such SUBenefit payable plus the pay for any hours worked on such day equals less than the equivalent of 4 hours' pay, the employee shall be paid 4 hours' pay by the Corporation for such day (including their pay for any hours worked) in lieu of such SUBenefit.

With respect to an otherwise eligible employee who reports for work during the last 4 hours of their regular shift, a SUBenefit shall be payable for any hours not worked or made available during the period between the time they reported for work and the end of their regular shift and the minimum 4 hours' pay provisions shall not apply.

(b) In addition to the provisions of 2(a) above, if overtime hours occur during the week in which the only day(s) of layoff is a day on which the plant attempted to operate but subsequently shutdown due to employee absenteeism, the SUBenefit for otherwise eligible employees shall be calculated with respect to the week. The SUBenefit amount, if any, plus the pay for any hours worked on such day(s) shall be measured against the minimum 4 hours' pay provision, if applicable, for such day(s).

However, if overtime hours occur during a week having 2 or more days of layoff, including at least one such day on which the plant attempted to operate but subsequently shutdown due to employee absenteeism, the overtime hours may only be applied to reduce hours of layoff on days other than such days on which the plant attempted to operate.

Consequently, a separate SUBenefit shall be calculated for each such day on which the plant

attempted to operate, and the amount of such SUBenefit, if any, plus the pay for any hours worked on such day shall be measured against the minimum 4 hours' pay provision, if applicable. If a SUBenefit is payable for such day, it shall be included and paid with any SUBenefit otherwise payable for the remainder of the week; provided, however, that the sum of such SUBenefits cannot exceed the SUBenefit, if any, that would otherwise be payable under the Plan for the Week.

(c) A SUBenefit shall not be paid to employees for a day when the plant was attempting to operate if such employees failed to report for work at any time during such day. The total number of hours of the employees' regular shift for such day (8 hours in most cases) will be included as hours made available but not worked in the calculation of any SUBenefit otherwise payable for the week.

3. With respect to a day during which the plant attempts to operate but is forced to shutdown because of the absenteeism of employees and more than forty percent (40%) of the employees scheduled to report for work on the shift have not reported to work prior to the shutdown, the facts and circumstances of the local situation will be reviewed with the Employee Benefits Section of the Human Resources Staff and a determination shall be made by the Human Resources Staff with respect to any additional SUBenefit eligibility beyond the eligibility provided under item "2." above. Where no additional SUBenefit eligibility is authorized, the provisions and procedures under item "2." above will be followed. If additional SUBenefit eligibility is authorized, the following will apply.

(a) Employees who report to work at any time during their shift shall have all hours worked or paid for such day disregarded in calculating Compensated or Available Hours for the Week and shall be deemed to be on qualified layoff for the shift.

(b) Employees who did not report for work at any time during their shift shall be deemed to have been on qualified layoff for all of the day in calculating any SUBenefit otherwise payable for the Week.

The minimum 4-hours' pay provisions shall apply to all employees who report to work during the first four hours of their shift.

The foregoing SUB Plan determinations with respect to a day when the plant attempts to operate during severe weather conditions or during an actual or threatened riot apply only in situations where the plant is subsequently forced to shutdown because of employee absenteeism. If the plant shuts down early or employees are sent home for any reason other than employee absenteeism, eligible employees should be paid SUBenefits with respect to any period of qualified layoff to which they may be entitled under the Plan and the minimum 4 hours' pay provisions shall not be applicable.

4. With respect to a day during which the plant operates in an area in which severe weather conditions or an actual or threatened riot have occurred and more than forty (40%) of employees scheduled to report for work on the shift do not report to work at any time during their shift, the facts and circumstances of the local situation will be reviewed with the Employee Benefits Section of the Human Resources Staff and a determination shall be made by the Human Resources Staff with respect to any SUBenefit eligibility for any employee for such day. If the determination does not authorize any SUBenefits then no SUBenefit eligibility will be determined under the provisions of this letter. If a determination is made to authorize SUBenefit eligibility for the shift, such eligibility and SUBenefit calculation shall be made in accordance with item "3." above.

In determining whether a plant shall attempt to operate during such severe weather conditions or during a riot

occurring in the plant area, consideration should be given to the severity of the condition, actions of other employers in the area, and instructions, advice or proclamations issued by local or other authorities.

Employees who are unable to get to work due to a "BAN" on driving will be considered on Qualified Layoff for 8 hours for the day. "BAN" means that under a local law/ordinance which is proclaimed to be in effect through a public safety announcement, that persons caught driving in a specified area (through which employees had no alternative but to travel to get to work on regular shift) will be ticketed, fined and/or jailed. Documentation of such public safety announcement is required from, and on behalf of, the employee(s) involved.

During the 1967 negotiations, it was understood by the parties that the Union's agreement with the Company SUB Plan determination to be followed with respect to a plant shutdown in an area in which severe weather conditions or an actual or threatened riot have occurred, as set forth in this letter, will in no way jeopardize or limit employee's right of appeal under the Plan to any such Company determination.

Kevin M. Butler
Vice President
Human Resource Management

[See Par. ((80),(224)]
[See SUB-Exhibit D]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations, the parties discussed at length issues that have arisen regarding the application of Local Wage Agreements in the Corporation's manufacturing plants. The parties reviewed differences that currently exist in the Local Wage Agreements at such plants resulting from the different history of these plants, such as whether the plant was initially a BOP Division bargaining unit or separate Fisher Body and Chevrolet bargaining units that were subsequently merged into a single GM Assembly Division bargaining unit. These historical differences have resulted in some wage rate variations which the parties have attempted to address in previous negotiations. Likewise, plants engaged in various manufacturing operations have different Local Wage Agreement histories which resulted in classification structures that are not compatible with modern manufacturing methods and organizational structures.

In recognition that continuing improvements in the employee's quality of work life, quality of the product, and operational efficiencies are necessary and desirable, the parties have explored various methods to improve the wage structure at the Corporation's plants of the Car and Truck Groups and other operating Divisions.

The parties agreed that innovative wage agreements

could be instrumental in attaining these objectives and, accordingly, the National parties have agreed to work with and support any plant where there exists a mutual desire to explore such a concept.

Although not meant to restrict the full range of ideas and concepts which could be explored, the parties examined the concept of establishing three (3) non-skilled rates in an assembly plant; sanitation/maintenance, production, and utility. It was understood that appropriate transfer, seniority, shift preference, and other modifications are desirable and necessary to support such an innovative wage structure. This concept would be only one of the options available to a plant that desired to explore innovative wage structures. "Levels of Learning" or "Pay For Knowledge" systems would also be options to be considered.

If at any local plant there is a mutual desire on the part of Management and Union to explore any such innovative wage agreement concepts, they are specifically encouraged and authorized to discuss and propose such modifications. The National parties will provide any necessary assistance to the local Union and the local Plant Management. Any final agreement shall continue to be subject to the approval of the National parties, who will review these proposals in line with the concepts outlined in this letter.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (89a),(97)]
[See CSA #11]

Doc. No. 86
MODIFICATION TO PARAGRAPH 69

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, Delphi Corporation and the International Union, UAW, discussed the problem of "seniority slippage" under Paragraph (69) which inhibits bargaining unit employees from accepting assignments to fill supervisory positions. It was recognized that in many instances it would be of mutual benefit to the parties for these employees to function in such positions.

Accordingly, this letter serves to confirm the agreement reached between the National Parties that:

1. The transfer of any employee from a job classification in the bargaining unit to a supervisory position will result in the recall of a seniority employee from layoff status, if available, consistent with the provisions of the J.O.B.S. Program, and/or;

2. The transfer of an employee from a supervisory position back to the bargaining unit does not result in the layoff of a seniority employee;

Paragraph (69) of the National Agreement will be modified in the following manner:

(69) Any employee who has been transferred from a supervisory position to a job classification in the bargaining unit shall be credited with the seniority the employee had established prior to March 1, 1977, all time worked in the bargaining unit subsequent to

March 1, 1977, and all time worked in a supervisory position subsequent to the effective date of this agreement provided:

(a) They previously worked on a job classification in the bargaining unit. This shall also be applied to employees who were promoted prior to certification of the Union.

(b) Their employment with the Corporation has remained unbroken.

Such employee may be placed on the job to which the employee's seniority would entitle the employee under the local seniority agreement, beginning with the last previous job the employee held in the bargaining unit; provided however, that if such last previously held job is no longer in existence, the employee may be placed in accordance with Paragraph (59). In no event shall such employee be transferred to a bargaining unit job at a time when the employee has insufficient seniority to be so placed.

In order to assure accurate and timely administration of the conditions stated above in Paragraph (69) of the 1999 Delphi-UAW National Agreement, the following procedures will be instituted:

1. When any employee is transferred from the bargaining unit to a supervisory position, the Chairperson of the Local Union's Shop Committee will be given a letter specifying the employee's name and the name of the seniority employee who is recalled from layoff status.

2. When such supervisory employee, specified above, is returned to a job classification in the bargaining unit, the Chairperson of the Local Union's Shop Committee will be given a letter, notifying the Chairperson of such transfer back into the bargaining unit.

MODIFICATION TO PARAGRAPH 69

Any complaints regarding the administration of this procedure may be raised by the Chairperson of the Shop Committee directly with the Plant Personnel Director.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

This letter is to confirm certain agreements reached by Delphi Corporation and the International Union, UAW, regarding the calculation of the Cost of Living Allowance pursuant to Paragraphs (101)(d) through (101)(l) of the National Agreement.

The table in Paragraph (101)(h) has been constructed to provide that 1¢ adjustments in the Cost of Living Allowance shall become payable, sequentially, for each 0.08, 0.08, 0.08, 0.08, 0.08 and 0.09 change in the Index, and so forth, with that sequence of changes being repeated thereafter in the table so as to produce an average adjustment over time of 1¢ for each .08159 change in the Index.

If the Union claims that the Corporation's calculations in any particular instance were not made in accordance with the terms of this Letter of Understanding, it may pursue such claim in accordance with the provisions of Paragraph (55) of the new National Agreement.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

Attachment

[See Par. (101)(d),(101)(g),(101)(h)]
[See CSA #10]

Attachment

ENGINEERING METHOD OF ROUNDING

The following rules of rounding shall apply to the determination of the Consumer Price Index:

1. If the leftmost of the digits discarded is less than 5, the preceding digit is not affected. For example, when rounding to four digits, 130.646 becomes 130.6.

2. If the leftmost of the digits discarded is greater than 5, or is 5 followed by digits not all of which are zero, the preceding digit is increased by one. For example, when rounding to four digits, 130.557 becomes 130.6.

3. If the leftmost of the digits discarded is 5, followed by zeros, the preceding digit is increased by one if it is odd and remains unchanged if it is even. The number is thus rounded in such a manner that the last digit retained is even. For example, when rounding to four digits, 130.5500 becomes 130.6 and 130.6500 becomes 130.6.

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations the Parties clarified our understanding that all Joint Program and Benefit Representatives are entitled to transfer pursuant to the terms of Paragraphs (63)(a)(1), (63)(a)(2) and (63)(b) provided they are the applicant with the most seniority.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the Parties agreed that modifications to the Employee Placement System and the SEL Reporting System are necessary for proper administration of the National Agreement. In addition, it is necessary to develop a system to track the sourcing impact on employment.

The Parties further discussed the need to provide access to these systems by the International UAW Representatives assigned to the Employee Placement/Job Security Section.

Expenses associated with these systems (i.e., software, hardware) will be jointly submitted to the Executive Board-Joint Activities for their approval.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations the Union raised a number of concerns regarding the subject of personal privacy. The discussions centered on the collection and dissemination of personal data concerning employees and/or their conduct in the workplace.

The Corporation reassured that it places as much importance on the confidentiality of such information as does the Union. In this regard, the Corporation will continue to protect and respect the confidential nature of all personal information. Both the Corporation and the Union agreed that the collection and dissemination of all such data must be related to the legitimate needs of the business or as required by any local, state or federal law, regulation, or court order.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations, the Union requested the Corporation to agree that any sale of an operation as an ongoing business would require the buyer to assume the 2003 Delphi-UAW Collective Bargaining Agreement. The Corporation agreed to do so in the case of any such sale during the term of the 2003 Agreement.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the parties agreed to provide an up-front lump sum payment of $3,000 to each eligible employee who is represented by the Union. Such payment will be made in the second pay period following receipt by the Corporation of written notification of ratification of this Agreement.

Eligible employees who are represented by the Union are defined as those whose status with the Corporation on the effective date of this Agreement is one of the following:

- Active (excluding those hired pursuant to Appendix A, Section IX)
- In protected status;
- On temporary layoff status;

On one of the following leaves of absence not greater than ninety (90) days:

— Informal (Paragraph 103)
— Formal (Paragraph 104)
— Sickness and Accident (Paragraphs 106/108)
— Pursuant to Family and Medical Leave Act
— Military (Paragraphs 112 or 218a)
— Educational (Paragraph 113);

Employees, represented by the Union, otherwise eligible with retirements processed for an effective date of October 1, 2003.

UP-FRONT LUMP SUM PAYMENT

In addition, should the International Union, UAW, GM Department raise any question of equity in application regarding specific employees who are represented by the Union, the Corporation agrees to meet on such cases in order to review the facts.

As has been our practice with prior up-front lump sum payments, the payment is conditioned solely on the membership's ratification of the Agreement and is paid to eligible employees in the above status whether or not they vote for ratification or perform any services for the Corporation.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the parties discussed the possibility of a death of an immediate family member as defined in Paragraph (218b) of the Delphi-UAW National Agreement occurring during a period in which an employee is on vacation time off with pay.

This confirms our understanding that if such circumstances occur where the employee has satisfied the requirements of Paragraph (218b), the employee will be entitled to three additional days, or five additional days in the case of the death of an employee's current spouse, parent, child, or stepchild, of vacation time off during the employee's vacation eligibility year. If an employee does not use these days by the employee's next vacation eligibility date, the employee shall be compensated for these days at a rate of pay established in accordance with Paragraph (193a) of the Delphi-UAW National Agreement. Recovery of overpayments made pursuant to this understanding will be made in accordance with Paragraph (202l).

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

Doc. No. 94
HOLIDAYS OCCURRING DURING AN APPROVED VACATION

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations the parties discussed the situation where an employee has applied for and been granted a vacation for a calendar week which contains a holiday as defined by Paragraph (203) of the Delphi-UAW National Agreement. The Union was concerned that if an employee was credited with a full week of vacation time off under this situation, the employee would not be able to receive the employee's full vacation time off as contemplated in the Vacation Entitlement Section.

The Corporation recognizes the desirability of providing vacation time off up to the employee's eligibility for vacation entitlement as of the end of the current eligibility year. Accordingly, the Union was advised that in situations described above an employee would be eligible for an additional day of absence for vacation purposes to be scheduled in accordance with local practice. This would not apply to holidays falling within the Christmas Holiday Period as defined in Paragraph (203).

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the discussions that led to the 1990 Collective Bargaining Agreement, the parties held lengthy discussions regarding the Grievance Procedure and its proper implementation. Both parties acknowledged that the Grievance Procedure has worked well over the years in resolving problems when it was properly administered as outlined in the National Agreement.

The Union claimed that in some instances, the Grievance Procedure provisions have not been properly applied relative to the intent of the National Agreement. Specifically, the Union remarked that at some locations, grievances were allowed to accumulate at the various steps of the Grievance Procedure and/or were not answered in a timely manner at the lower steps of the procedure. The Union further claimed that in some cases Management representatives were not available for or were unwilling to schedule regular grievance meetings. The Corporation stated their concern that at times, Union Representatives demanded answers to grievances before Management had an opportunity to investigate the charges contained in the grievance.

As a result of the foregoing, the parties reviewed the contents of Document No. 44 and Document No. 45 and reaffirmed their mutual desire and intention to assure that grievances will not be unduly delayed nor allowed to accumulate at any step in the Grievance Procedure in any plant. Furthermore, it was recognized that both parties have the responsibility to meet regularly on

grievances in accordance with the terms of the National Agreement and that such meetings should not be postponed or delayed unnecessarily. In this regard, the parties agreed that complaints in this area will be handled under the provisions of Paragraph (5a) of the National Agreement. Before such problems are referred from the plant, however, the situation will be discussed between the Chairperson of the Shop Committee, the President of the Local Union and the Regional Servicing Representative, and the Plant Manager and Personnel Director.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (28), (44), (45),(145)]

DELPHI CORPORATION

September 16, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the course of the current negotiations, the Union expressed concern that some disciplinary interviews escalated into confrontation because tempers flared. The Union suggested that in these situations a "Cooling Off" period would be beneficial to all concerned.

The Corporation and the International Union agreed that contemplated discipline should be discussed in a calm manner allowing for an objective evaluation of the facts. In those situations where emotions preclude this from happening, the parties agreed that as a matter of practice and when possible such discussions should be postponed until such time that, in the opinion of Management, a constructive exchange of information could occur.

Notwithstanding the foregoing the parties recognized that certain actions such as assault, or other serious acts of misconduct would render the "cooling off" period totally inappropriate.

Additionally, it was mutually recognized that providing or not providing a "cooling off" period will be without prejudice to either party in the application of any terms of the National Agreement and will not be cited or relied upon by an employee, the Union, or Management as a basis for any claim.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

{See Par. (76a)}

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the Union expressed concern with the application of Paragraph (63) of the Delphi-UAW National Agreement. The Union specifically expressed concern over the use of disciplinary and attendance records in determining the merit ability and capacity of applicants for promotional opportunities.

The Corporation advised the Union that retaining the ability to promote the most qualified applicants was essential to its commitment to make quality products and to maintain efficient operations. The Corporation assured the Union that in evaluating disciplinary and attendance records in determining merit, ability and capacity for promotional opportunities, the exercise of good judgment was essential. In evaluating the records of two employees who have applied for a promotion, if the records are to be the deciding factor, there must be a meaningful difference between them.

The Corporation advised the Union that after the effective date of the new Delphi-UAW National Agreement, it intends to review the contents of this letter with Local Management to insure fairness in the exercise of these rights.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the recent negotiations, there were discussions concerning subcontracting which resulted from inadequate communication about such matters. As a result of these talks, Management reaffirmed the commitment which was made in the content of an A. S. Warren, Jr. letter to General Managers in 1987 that reads as follows:

During the current agreement we have experienced many labor relations problems in the plants in handling subcontracting matters. There were several five day letters and strikes and other major problems finally settled just short of the issuance of five day letters by the UAW.

In many of these instances the root cause of the problem is lack of communication. Inadequate communication has occurred at the Divisional level with International Union representatives and at the local plant level as well. The Delphi-UAW National Agreement currently requires timely meetings in advance of the decision to subcontract work normally and historically performed by Delphi Corporation skilled trades employees. I am informed, however, that some meetings relative to major die construction and die tryout are not held at all or not in advance of the subcontracting associated with the program.

In addition, plant level meetings with local union representatives relative to routine maintenance

contracting are often held after the contract has been let and insufficient useful information is provided to the union for them to consider and make appropriate comments relative to Management's plans.

The Corporation intends to achieve world wide competitive status utilizing not only the skills of our employees but also the suggestions and ideas of the people and the unions as to how work can best be accomplished at the lowest possible cost with the highest possible quality and on time.

This approach to managing the business should be utilized throughout the Corporation at all levels: production, skilled and technical. Obviously such discussions should be held in a timely manner with appropriate management and union personnel.

Accordingly, please assure that an appropriate representative of management in each personnel department is responsible for having adequate information about each subcontract for the performance of skilled trades work covered by the subcontracting provisions of the agreement. After determining that required discussions have been held this representative would approve the contract prior to its being let to an outside firm. This will require complete understanding and cooperation of our contractual requirements by the plant's engineering and purchasing personnel.

The restructuring of the Corporation has resulted in different people and a variety of teams now having responsibility for advance model die construction. Please assure that all executives or others involved with product teams are made aware of our contractual requirements. A specific member of each team should be given the responsibility of informing the personnel director well in advance of the actual beginning of die construction. The objective is to enable the personnel director to inform the union in advance of any impact on the bargaining unit in accordance with Document 59 *in the National Agreement.*

There are numerous examples where complete,

advance communications with the union and the skilled trades employees has resulted in important projects being completed on a competitive basis in terms of quality, cost and timeliness. The result has been a feeling of pride and accomplishment shared by the union, employees and the managers.

Plant relationships can only be improved by open, frank communications in all areas, particularly in carrying out our subcontracting responsibilities.

The Strategy Board is in complete agreement that extraordinary attention must be given to our managerial responsibilities in this area. I have been assured by the International Union that we will have the full assistance of the GM Department Staff in bringing about improved plant relationships when we have installed full, advance communications relative to business decisions involving subcontracting.

Furthermore, with regard to tool, die and represented engineering work, including prototype and pre-prototype work, several local Managements and Unions have implemented a process of advanced notification, review, and competitive analysis which has enabled the parties to consider and serve the interest of skilled tradespersons in job security, as well as Managements' needs for competitive and timely performance of this kind of work. Therefore, the Corporation and the International Union are in agreement that they will encourage other locations to implement this approach in order to avoid conflicts over the subcontracting of such work.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

The following is the text of Delphi Corporation written and published policy regarding sexual harassment.

"Delphi Corporation has had for many years a written and widely distributed policy on equal opportunity employment. Sexual harassment, as in the case of harassment based on age, race, color, sex, religion, national origin, disability or sexual orientation has long been regarded as a violation of this policy.

"All employees are expected to deal fairly and honestly with one another to ensure a work environment free of intimidation and harassment. Abuse of the dignity of anyone, through ethnic, racist or sexist slurs or through other derogatory or objectionable conduct, is offensive employee behavior. Sexual harassment also includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature.

"All Delphi employees are entitled to a work environment in which words and actions do not have even the appearance of disrespect. Sexually-oriented jokes, cartoons, pictures, language, certain gestures and touching may be offensive to people and, therefore, may result in a hostile work environment. This type of conduct will not be tolerated in the workplace. Delphi Corporation facilities must be free of hostility resulting from sexually-oriented behavior. It is the responsibility of management and each employee to maintain an environment free of hostility.

DELPHI POLICY REGARDING SEXUAL HARASSMENT

"As in the case of other unfair employment practices, if you believe you have been subjected to sexual harassment, you may bring your concerns to the attention of either your immediate supervisor, personnel director representative, or union representative, or you may utilize appropriate and existing internal complaint procedures."

Delphi Corporation and the UAW are in agreement that complaints of sexual harassment should be dealt with promptly and fairly under existing internal procedures as provided under Paragraph (6a) of the National Agreement.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations the Union complained there has been inconsistent administration of the "normal warranty" provisions of Paragraph 183(b) of the National Agreement. The Union indicated that plant managements insist on warranties beyond normal periods of time and that our skilled employees are not assigned to the new equipment or machinery until long after it has been in the plant. This does not provide the opportunity for our own skilled trades to learn how to keep such equipment operating effectively.

The Corporation informed the Union that good business practice includes the use of warranty arrangements sufficient to assure that the equipment purchased by the Corporation performs according to specifications required by the purchase contract.

The parties agreed that many locations through cooperative efforts such as assigning UAW-Delphi employees with vendors during installation and servicing, progressive training arrangements both onsite and offsite, etc. have resolved all their problems attendant to this issue. The Corporation and the International Union encourage each local union and local management to pursue such reasonable working agreements.

Instances that are not resolved may be handled under the subcontracting provisions of this agreement.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

UAW INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS OF AMERICA

September 18, 2003

Kevin M. Butler
Vice President
Human Resource Management
Delphi Corporation
5725 Delphi Drive
Troy, Michigan 48098

Dear Mr. Butler:

During these negotiations, the parties discussed the relationship between the employee paid health care benefits received by UAW-Delphi Corporation employees and the general cost of living. As a result of these discussions, the parties agreed to base future cost of living adjustments on the Consumer Price Index for Urban Wage Earners and Clerical Workers (current series, CPI-W, for all items less medical care, not seasonally adjusted, United States City Average), as published by the Bureau of Labor Statistics (1982 - 1984 = 100). This will become the new index.

This letter is to confirm that the changes to Paragraphs (101)(f), (101)(g) and (101)(h) of the 2003 National Agreement and to Document No. 87, the letter of understanding on COLA calculation required for the conversion to the new Index, are intended to maintain the same mathematical wage replacement ratio as existed for the May - July 2003 quarter.

In this regard, it is our intention to construct cost of living adjustment tables in the following manner:

Tables shall be based on a new formula value that bears the same relationship to the May-June-July 2003 average for the new Index that the previous formula

value of 0.25 bears to the May-June-July 2003 average for the all items CPI-W on the 1967 base. This yields a new formula of a one cent adjustment for each 0.08159 change in the new Index.

New adjustment brackets will be taken to two decimal places and will follow a repeating cycle of .08, .08, .08, .08, .08, .09, .08, .08, .08, .08, .08, .09, etc.

Very truly yours,

Richard Shoemaker
Vice President and Director
UAW General Motors Department

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the course of national negotiations, the parties held extensive discussions on issues involving the Tuition Assistance Program (TAP). One of the issues discussed concerned utilization of TAP benefits to obtain educational credit for certain in-plant training. In this regard the parties agreed as follows:

In instances where employees, by virtue of their job assignment, are being provided with technical or professional training, the parties will jointly work with local recognized degree granting institutions to determine the possibility of obtaining credit for such training. Such credit would be applied toward recognized degree requirements only if the employee so desires. Additionally it is anticipated that costs for such credits will not normally equate to full credit hour charges at the institutions involved. Some examples of circumstances under which this understanding would be utilized are training programs associated with Health and Safety or Employee Assistance Program assignments and applicable Center for Human Resources developed Training Courses.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Memo-Tuition Assistance]
[See Doc. 7,39]

Doc. No. 103
UAW-DELPHI JOINT PROGRAMS TELEVISION COMMUNICATIONS SERVICE

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

Since the 1990 National Agreement, the Center for Human Resources sponsored, developed and/or produced several independent satellite programs for Delphi-UAW represented employees.

During these negotiations, the parties discussed the need to further investigate, analyze and implement an integrated Television Communications Service and the Union's desire to install satellite broadcast capabilities at the Center for Human Resources. To this end the parties, using appropriate technical consultants, will continue to investigate and analyze systems and programming requirements.

Upon completion of the above investigation the parties agree to systems development and implementation consistent with timing and funding established by the Executive Board - Joint Activities.

Delphi Corporation facilities with more than 200 employees will install receiving capabilities. Alternate arrangements will be made for units of less than 200 employees.

Content, timing, production, and frequency of programming and broadcasts of the Joint Programs Television Communications Service will be agreed upon jointly by the parties. Such programming and broadcasts would be sponsored by the Executive Board - Joint Activities and include training and other

material relating to the various features of joint programs to which the parties have agreed or may agree.

As approved in advance by the Executive Board - Joint Activities, costs associated with the development, scheduling and production of such joint programs programming and broadcasts, including professional services and transmission fees, will be covered by the appropriate joint funds. The Center for Human Resources will examine the need for staff support for this activity.

Nothing in this letter is intended to imply or create any limitations on the right of either party to communicate its own messages through its own media.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

(See Memo-Joint Activities)

Doc. No. 104
MOVEMENT OF WORK - ADVANCE NOTICE

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the Union expressed concern regarding changes which affect the movement of work after a Paragraph (96) has been agreed upon and/or employees transferred. Also, the Union indicated a need for improved advance notification of pending transfers of work.

The Corporation informed the Union of its interest in providing advance information as soon as is practicable to do so regarding the transfer of operations. Also, once a Paragraph (96) has been agreed upon, barring any unforeseen circumstances, the work will move.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations, the parties discussed at length the role and responsibility of the Local Joint Health and Safety Committee. The parties agreed that the role and responsibility of the Local Committee is primarily to serve as a technical resource and consulting team to the Local Management and Union in matters regarding employee health and safety. In the performance of its role, the Local Joint Health and Safety Committee should coordinate joint activities directly related to employee health and safety and prevention of occupational injuries and illnesses. Among these activities are job related health and safety training, hazard communication, industrial hygiene technician sampling and ergonomics. Hourly employees assigned to perform joint health and safety activities shall be appointed by the Union.

In recognition of the desirability of maintaining the professional standards established for employees assigned to health and safety activities, the National Joint Committee will establish a system to encourage and recognize the professional development of joint local health and safety representatives and other

employees assigned to such activities. Approved training from outside sources will be funded by the National Joint Committee.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

{See Doc. 7,Sec.III,Sec.VI;46}

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations the parties discussed the need for basic educational opportunities and training through existing in-plant or other dedicated, accessible and adequate facilities approved by the Local Joint Activities Committee. The parties agreed to continue their emphasis on basic educational opportunities and training while ensuring that employees and their spouses and retirees continue to have access to education and training opportunities for basic skills in areas such as math, reading, problem solving or language. The parties are expressly interested in assisting employees and their spouses and retirees who want to master new skills and achieve personal goals in basic education. In this regard, it was agreed that the National Joint Skill Development and Training Committee will continue to identify basic education curriculum in six main areas of educational counseling and learning opportunities:

- Adult Basic Education - provides an emphasis on skill building in the areas of reading, writing, language and mathematics.
- General Education Development - provides the opportunity to prepare for a high school equivalency exam for those who have not earned a high school diploma.
- Educational Enrichment Services - provides the opportunity to sharpen skills in areas such as

math, writing, reading comprehension, communication, problem solving and science, which can assist participants in technical training, college courses, or other personal goals.

- High School Completion - provides the necessary instruction in subject areas required to complete a high school diploma.
- English as a Second Language - provides instruction in speaking and writing the English language for participants whose native tongue is not English.
- Academic Advising Services - provides individualized academic advising services to participants to assist them in identifying and pursuing basic education goals through project educational staffs.

The basic education curriculum and any enhancements would continue to be developed through the coordinated efforts of Local Joint Activities Committees (LJAC) along with local education providers and approved by the Center for Human Resources.

It is essential that training and educational services offered in Skill Centers will be jointly monitored, analyzed, and extensively researched to better meet the needs of the workforce and keep the curriculum current.

In this process, the parties agreed to develop changes or enhancements in the curriculum to meet the needs of the workforce. Additionally, the parties agreed to insure that employees and their spouses and retirees have access to education and training opportunities offered in Skill Centers to meet the challenges of the information age.

In developing these changes the parties will solicit input from plants, Divisions, Local Educational Agencies, and other sources external to UAW-Delphi, regarding what changes are deemed appropriate in the Skill Center curriculum and administration.

The program design may vary from one UAW-Delphi

location to another, but generally will focus on the individuals, adapting to the different interests, abilities, and work schedules of the participants including:

- Individual Needs Assessments
- Individual Instructional Plan
- Individual and Small Group Instruction
- Computer-Aided and Computer-Managed Instruction
- Instruction in Diverse Subject Area, and
- Participant Anonymity

Hardware, software and training materials used in the above mentioned computer-aided and computer-managed instruction are subject to approval by the Center for Human Resources.

These Skill Centers create an environment which allows education opportunities to be more accessible within a positive environment. Project services would be integrated and coordinated with other personal development, educational and training activities in each location. Project staff will be made available at times that are convenient for workers including before and after shifts, breaks and lunchtimes.

The above educational pursuits will be supported by a combination of national, local and plant training funds and will be jointly administered by the Center for Human Resources and the Local Joint Activities Committee. In addition, these facilities may be used for other appropriate training approved by the Local Joint Activities Committee.

If a plant constituting a local bargaining unit is scheduled to be idled or closed, the local parties will notify the Center for Human Resources of their proposed plan to alter Skill Center services for participants enrolled in the plant's Skill Center.

The notice will include a projected date for alternative arrangements, the number of participants enrolled and a brief description of the alternative arrangements. Thereafter, the national parties will discuss the matter and resolve any issues by mutual agreement of the Corporation and the International Union.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Memo-Joint Activities]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During current negotiations, the parties discussed the need to provide training to all employees, including individuals with disabilities as required by appropriate state and federal law.

Recognizing that providing training to individuals with disabilities may require specialized instruction, the Corporation agrees to provide appropriate resources that allow individuals with disabilities to receive necessary training opportunities afforded other employees.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (6a)]
[See Doc. 32]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the course of the current negotiations, the parties reaffirmed their commitment to Work/Family Programs to establish and support services to help workers balance their work and personal responsibilities. In support of this commitment, the parties agreed to pursue a childcare initiative aimed at providing onsite or near-site quality childcare in one or more jointly selected Delphi communities.

Any future childcare initiatives should support the unmet needs of parents consistent with goals and objectives of the joint parties, and based on knowledge gained from joint involvement in existing consortium initiatives.

An employee funded Dependent Care Spending Account administered by the Delphi Corporation Personal Savings Plan Group will be provided. Costs associated with the administration of this spending account will be appropriately charged to National Joint Funds.

The UAW-Delphi share of existing consortiums and new onsite or near-site childcare initiatives will be funded by National Joint Training Funds. The UAW-Delphi share of on-going operations costs will be funded on a cost sharing basis using a combination of fees assessed to employees utilizing the service and National Joint Training Funds.

Management and Union representatives from those companies participating in the consortiums and other initiatives or in the case of a UAW-Delphi stand alone facility, the parties will jointly develop plans for the center(s) including details regarding such items as follows:

- Proposed Sites
- Bid Procedure
- Size
- Capacity
- Quality
- Costs
- Services
- Operating Hours
- Capital Requirements
- Eligibility Rules
- Enrollment Policies
- Anticipated Fee Schedules
- Other Relevant Data

The plans will be submitted to the Executive Board - Joint Activities for review and final approval. Additionally, the Board will review and evaluate the operating status of the center(s), consortium activities, childcare initiatives, the Child Care and Elder Care Resource and Referral Services, and Dependent Care Spending Account on a bi-annual basis to determine the viability and the advisability of continued operation, the desirability of expanding the concept, and other innovative activities that may meet the needs of our employees in a mutually satisfactory manner.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Memo-Joint Activities]
[See Doc. 37]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

This will confirm our understanding that the parties have agreed to continue their support of the Pre-Retirement Program "Design Your Successful Tomorrow" for UAW-represented Delphi employees and their spouses. In addition, the parties have agreed to continue to support the Post Retirement Program implemented during the term of the 1990 Agreement. In this regard the parties have discussed at length the Union's concerns relative to the availability and participation of both Management and Union personnel involved in the implementation of the Programs. The parties renewed their commitment to continue their support for the implementation of and the participation in these programs. Following these negotiations, joint efforts will be required to explore and analyze the various options available in order to address these concerns. Any problems coordinating the scheduling/facilitating of pre-retirement sessions should be raised with the Pre/Post-Retirement Program Administrators at the Center for Human Resources.

The programs will be supported by national training funds and will be jointly administered under the direction of the Center for Human Resources.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Memo-Joint Activities]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the course of National Negotiations, the parties discussed the type and extent of services available to UAW-Delphi employees who face indefinite layoffs.

In cases involving employees facing indefinite layoffs where recall or future Delphi placement is unlikely, the parties agreed that efforts will include pre-layoff meetings not to exceed 24 hours in which topics developed by the Center for Human Resources such as the following, will be covered during working hours on or before the employees' last day worked:

- State of the Business, Local Perspective
- Contractual Rights and Responsibilities
- Benefits (services, entitlements and continuation)
- Unemployment Compensation
- Money Management
- Community Services
- Employee Assistance Program
- Tuition Assistance
- Training and Outplacement
- Relocation and Placement Assistance within Delphi
- Veterans Services
- Legal Services

DISLOCATED WORKERS (PRE-POST LAYOFF SERVICES AND ORIENTATION)

The Delphi Labor Relations activity will notify the Center for Human Resources as soon as practicable but no later than 60 days prior to such layoffs.

Post layoff services will continue to be made available to laid off employees through the Center for Human Resources or other local agencies designated by the Center for Human Resources.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

(See Memo-Joint Activities)

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During current negotiations, discussions occurred regarding the eligibility for overtime of employees working on temporary assignments in accordance with Appendix A-VII of the National Agreement. The parties agreed that such employees are entitled to consideration for overtime scheduling as if they were *entering the plant as a permanent employee.*

The parties also agreed that eligibility for overtime consideration will be in accordance with the local administrative rules of the plant to which they are temporarily assigned and that the local parties cannot *enter into any local agreement which would supersede* this letter and/or the provisions of the National Agreement.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[Sec Par. (71)
[See Memo-Overtime]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these National Negotiations, the parties discussed at length the necessity for the Corporation to become competitive in all aspects of the business. Among the issues discussed were the existing skilled trades classification structure, work rules, and past practices.

With regard to the skilled trades classification structure, the Union expressed concern over apprenticeable skilled trades classifications being consolidated. In this regard, the Corporation observed that it will not dictate consolidation of apprenticeable skilled trades classifications to its plants. The Corporation advised, however, that they intend to rely on the apprenticeable skilled trades classifications as the basis for our skilled classification structure moving forward. Competitive advantages of a review of existing skilled trades classifications at any Delphi Corporation facility must be weighed and determined by the local parties in view of all attendant circumstances at that location, consistent with the intent of the National Parties. Appropriate training plans necessary to accomplish any consolidations must be submitted in a timely manner for approval by the Delphi-UAW Skilled Trades and Apprentice Committee. Any exceptions to the above must be approved by the Delphi-UAW Skilled Trades and Apprentice Committee.

With regard to work rules and past practice, the Corporation stated that many plants feel hampered in

their efforts to enhance competitiveness in today's environment by historically restrictive practices which originated at a time when competition was less threatening. Given recent improvements in the area of job security, the need for such stringent work rules and delineation of job responsibilities has been reduced.

Therefore, the National Parties concur that Local Management and Local Unions will be strongly encouraged to review existing work rules and practices, especially in the area of Lines of Demarcation, to insure that only those necessary to protect the safety of employees, the integrity of the skilled trades, and the efficiency of operation in today's competitive environment are carried forward. Incidental, overlapping, and other minor access type work is strongly encouraged and should be discussed and handled locally consistent with sound business judgment. To accomplish this task, the local parties will establish a Lines of Demarcation Committee, to meet on a regular basis, to address the issues outlined in this paragraph.

If either of the local parties feels that abuses of the spirit and intent of this document exist, it will request the issue be reviewed via plant entry by appropriate representatives of the GM Department of the International Union, UAW and the Delphi Labor Relations Staff.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (182)
[See CSA #12)]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the 1990 Negotiations, the Union expressed concerns relative to the assignment of work at certain locations by Electronic Data Systems (EDS), which the Union felt should have been assigned to the respective UAW bargaining unit. In this regard, the Corporation agreed to reissue the content of the B. P. Crane, Jr. letter dated February 20, 1986 as follows:

> The Corporation and Electronic Data Systems entered into a contractual agreement which defines the business relationship between the two entities. Under the terms of this agreement, EDS has assumed world wide responsibility for the management, operation, provision and maintenance of computer and information processing services, communication services and health care administration activities for Delphi. EDS remains and continues to be operated as an independent subsidiary of GM. It is also the intent of the parties that the Delphi User Organization continues to be the customer of EDS.
>
> As such, it is of particular importance to bear in mind that EDS, under the terms of this business agreement, remains separate and distinct. It becomes, in part, our responsibility to offer assistance in the successful operation of this relationship. Specifically, this relates to our acknowledging the fact that EDS is not a party to our National and Local agreements with the unions.

representing Delphi Corporation employees. EDS does recognize the historical nature of Delphi job functions and agrees that those job functions associated with manufacturing processes, which have been historically performed by Delphi hourly personnel, should continue to be performed by bargaining unit employees.

We can relate this to a case in point - the installation and maintenance of the new voice communication system. The role that EDS plays in this situation is the traditional role of the local telephone company. Structural preparation remains the responsibility of Delphi Corporation and is most often accomplished utilizing bargaining unit employees. The other job functions associated with this voice communication system, in most cases, are not functions historically performed by our bargaining unit and are, therefore, the responsibility of EDS.

Also, our understanding concerning bargaining unit work does not limit the fulfillment of warranty obligations by vendors. Such warranty obligations and/or other work performed by employees of an outside contractor, including EDS employees will be handled pursuant to the provisions of the collective bargaining agreements pertaining to outside contracting, where applicable.

In summary, we have had several meetings with EDS to discuss our mutual concerns. We have arrived at an understanding assuring the continuation of historical practices as they relate to Delphi Corporation job functions associated with manufacturing processes. We feel that this position is fair and will best accomplish our joint goals and recognizes the traditional role of bargaining unit employees.

As always, your comments and suggestions are appreciated. Please refer any questions to the Corporation's Labor Relations Staff.

During the 1993 Negotiations, the Union raised several instances wherein they felt that EDS misapplied the

concepts outlined in the above letter, oftentimes when there was a change in local Account Managers, and specifically with regard to the applicable notification requirements outlined in the subcontracting provisions of the National Agreement. The Corporation observed that much of the work at issue is non-core in nature, but reiterated its intent to continue the concepts outlined in the B. P. Crane, Jr. letter.

Furthermore, necessary arrangements will be made to review these concepts and contractual commitments with all EDS Account Managers.

During the 1996 Negotiations, the parties discussed the ongoing relationship between the Corporation and EDS. The Corporation confirmed that EDS is no longer an independent subsidiary of GM.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (183)]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the parties discussed and noted that in many instances the early indicators of an employee suffering from medical and personal problems such as those associated with substance abuse, for example, are manifested in disciplinary situations involving violations of the Shop Rules. In those initial stages it is generally the first line supervisor and the district committeeperson who are first exposed to the potential of such underlying causes behind employee behavioral problems.

Although the parties acknowledge Management's responsibility to maintain discipline and to invoke disciplinary measures where violations of the Shop Rules occur, it is also recognized that local management and union representatives at all levels are necessarily charged with the responsibility to exercise their best efforts toward the objective of early identification of employees whose behavioral problems may be linked to medical and personal causes and to strongly encourage them to seek assistance. In many cases this could be accomplished through referral to the local Work/Family Program Committee.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

(See Doc. (39))

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

Subject: POW/MIA Flags

During the current negotiations, the Union requested that Delphi Corporation facilities fly POW/MIA flags. As discussed, flying of flags at Delphi Corporation locations is a matter of Corporate policy.

In view of the special sensitivity associated with Vietnam era MIA and POW issues, the Corporation indicated a willingness to consider exceptions to its normal policy on flags when so requested by a Local Union. These exceptions may include: individual special requests, special days recognized by the U.S. government to honor or remember POWs or MIAs, or other appropriate holidays such as Memorial Day and Veterans Day.

It is understood that this matter is one of Corporate policy and if revisions to the policy are made, the Union will be notified.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the 1990 negotiations, the parties discussed both the Union's and Management's concerns about the scheduling of overtime work in the Corporation.

On the one hand Management recognized the legitimacy of the Union's concern that production not be scheduled on a sustained basis on overtime rather than recalling laid off employees or hiring new employees. On the other hand, the Union recognized that the scheduling of overtime serves an essential purpose in many situations in order to meet temporary or seasonal increases in sales, at new product start-up, and to make up for production lost due to factors beyond the parties' control, such as interruptions in the supply of parts. Also the parties recognize the need for overtime on vital tooling and maintenance projects which often must be accomplished quickly on tight time schedules in order to avoid interruptions or delays in production and layoffs of production employees.

As a result of these discussions, the parties agreed to establish a procedure for regularly reviewing overtime work schedules. This review will be accomplished between representatives of Delphi Corporation and the International Union, UAW and will be designed to focus on those plants and facilities that establish a pattern of high overtime scheduling on a sustained basis. The review is intended to assure that overtime work is not scheduled at a plant on an ongoing basis in cases where there are practical and economical alternatives.

The alternatives to overtime considered by the parties may include employment increases, innovative shift arrangements, or improvements or additions to the plant's equipment which could eliminate a bottleneck; or the parties may conclude that the reasons for the overtime are temporary or unavoidable and that there are no practical or economical alternatives.

The purpose of this review procedure is to assure a timely and thorough review of overtime work schedules and provide for a balanced consideration of the interests of both parties.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

{See Memo-Overtime}
{See Doc. 83}
{See CSA #1}

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

This is to confirm our understanding that the Pre-Retirement Leave Program set forth in Document No. 117 in the National Agreement and as implemented in the March 25, 1991 implementation document, shall be renewed for the duration of the 2003 Collective Bargaining Agreement. The renewal shall be on the same terms and conditions except that eligibility shall be limited to employees who would be eligible for a regular early retirement based on attaining 30 years of service within twenty-four (24) months of participating in a pre-retirement leave. Upon attainment of 30 years of service, the participating employee will retire. The National JOBS Committee is authorized to make jointly approved modifications to the program, as necessary.

Employees on pre-retirement leaves are considered to be Protected employees under the JOBS Program and will receive the same insurance benefits.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See App. K, Att. A]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations, the parties agreed that the principle of replacing attritions of eligible employees would be continued in this Agreement as the general rule. In addition, it was recognized that exceptions to this concept are appropriate in unusual situations. For example, if a location has a large number of Protected employees who cannot be effectively utilized, yet more Protected employees would be required because of the replacement concept, it may be appropriate not to do so.

Accordingly, this will confirm our understanding that the National JOBS Committee is specifically empowered to investigate unique situations and evaluate requests for full attritional credit at a particular location, and implement mutually satisfactory adjustments to Appendix K, Section II (F).

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See App. K, Section II(F)]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the 1999 negotiations, the Union requested that all Delphi Corporation facilities, where the UAW represents employees, be permitted to fly the registered UAW flag. As discussed, flying of flags at Delphi Corporation is a matter of corporate policy.

In view of the historic ties between the UAW and Delphi Corporation, the Corporation investigated its policy on flags to determine the appropriate modifications required to meet the Union's request. The parties also recognized the need for a common and consistent application of the policy once such modifications were determined and finalized.

During the term of the 1999 Delphi-UAW National Agreement, policy modifications were finalized. All Delphi Corporation facilities, where the UAW represents employees, were to make the necessary arrangements to fly the registered UAW flag consistent with such policy. Appropriate UAW flags were to be provided to the facility Manager by the Local Union President or the bargaining unit Chairperson. During these negotiations, Management agreed to continue this practice. Further, during the term of the 1999 Delphi-UAW National Agreement, the Co-Directors of the UAW-Delphi Leadership Quality Council Support Staff developed and reviewed a plan at a UAW-Delphi Leadership Quality Council Meeting. The plan was approved by the Council wherein it was agreed to:

- Affix Quality Network logo decals to existing Delphi Corporation owned tractor trailers used to transport product produced by UAW- Delphi Corporation-represented employees and a commitment to identify new tractor trailers in a like manner,
- Affix the UAW registered logo to the doors of Delphi Corporation owned tractors used to transport product produced by UAW- Delphi Corporation-represented employees, and
- Develop a process and guidelines for local union presidents and plant managers to identify, through signage, the UAW local(s) representing workers at their location.

During these negotiations, it was agreed to continue the above noted practices and to re-issue the document titled, "Commitments Associated with Document 119" for distribution to the appropriate Management and Union leadership.

During these negotiations, the parties also discussed the value in visibly communicating the partnership of the UAW and Delphi Corporation. As such, the parties agreed that the joint leadership at all levels of the organization should take advantage of opportunities to visibly display this partnership to our employees and our customers externally.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

Subject: Coordination of Sourcing Evaluations

During these negotiations, the National Parties had extensive discussions regarding the implementation of Appendix L. In this regard, it was recognized that effective implementation is dependent in large part on the efforts of the local parties.

Both parties to this agreement acknowledge and commit that these matters should be viewed as high priority at the local level. Access to confidential information such as quote packages and pertinent financial data is essential. Therefore, in order to facilitate the sourcing evaluation process and the effective preparation of a quote response, the Plant Personnel Director will assign coordination responsibility and authority to a designated local management representative. Such responsibilities may include identification of the appropriate management resources to respond to Union inquiries, on a timely basis, and the scheduling of meetings, as required.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the Union raised a concern regarding Management's active participation in the implementation of the ADAPT Program (Accommodating DisAbled People in Transition - formerly Job Placement) at all UAW-Delphi locations. The parties agree this process was designed to enable employees with disabilities to be retained at work or returned to work from a sick leave or worker's compensation leave and be placed on jobs within their physical restrictions, while complying with applicable provisions of the Local and National Agreements. The parties agree that documentation and confidentiality are cornerstones for the successful implementation of the ADAPT Program at the local level. Information contained in the ADAPT file will be limited to the ADAPT Team (UAW Document No. 46 and Management ADAPT Representatives), unless released by signed authorization of the employee, or information is relevant to the Union's or Corporation's defense against claims, charges, grievances, or litigation.

Furthermore, it is understood that although the ADAPT Program is a voluntary Program, each UAW represented employee with a restriction written by the plant medical department shall be sent to the local ADAPT Representatives for an ADAPT interview. At the conclusion of the ADAPT interview, the employee may waive the right to participate in the ADAPT Program. Each employee that participates in the Program will remain on the active payroll, until such time that the

employee has been processed through the Program and deemed as "No Job Available Within Restriction" (NJAWR) signed jointly by the local ADAPT Representatives.

The process will be administered at the plant level in accordance with existing National Guidelines.

The parties acknowledged that the proper implementation of the ADAPT Program has successfully provided the mechanism for thousands of UAW-Delphi employees with restrictions or disabilities an opportunity to be either retained at work or return to work on meaningful jobs. It was agreed that emphasis must be placed on Step 3 (Conduct Job Search) of the 6 Step ADAPT process focusing on job modifications. Upon findings that reasonable accommodation cannot be made to the employee's normal job (pursuant with the Local Seniority Agreement) or modification to that job will cause an undue hardship to the Corporation, local Management will provide in writing a statement of unreasonable accommodation or a statement of undue hardship for the employee's ADAPT file. It was reaffirmed that members of the local ADAPT Committee (consisting of Key 4 and ADAPT Team), both Management and Union, are responsible for the successful implementation of the Program at their location. This is accomplished by taking an active role and by assigning and maintaining the necessary resources to administer the Program to meet the requirements of the Local and National Agreements. Therefore, it is the responsibility of the Key 4 at each UAW-Delphi location to ensure that each plant establish, as a requirement of the ADAPT Program, a Disability Team consisting of the following:

- UAW Document No. 46 ADAPT Representative
- Management ADAPT Representative (not to function as the Medical Representative)
- Medical Representative (not to function as the Management ADAPT Representative)

In addition, other resources identified in the current

UAW-Delphi ADAPT Training manuals and newly developed implementation guide will be allocated to the local ADAPT representatives.

The parties agreed to develop and implement a computerized measurement system that will be inclusive of quarterly reports, cost analysis summaries, and field surveys. These reporting systems will provide the National Parties with the necessary information to ensure a common process is being used at all UAW-Delphi locations. The parties will also develop and implement a formal audit procedure. Details of the Audit Procedure will be clarified in the newly developed implementation guide. All UAW-Delphi facilities will be audited in conjunction with the Appendix A, K, and/or L audits or other pre-existing audit processes. Facilities found to be deficient by the Center for Human Resources will be notified in writing of deficiencies and given a schedule date for compliance.

In addition, the parties agreed a further emphasis must be placed on making employees, both hourly and salary, aware of the ADAPT Program and the opportunities it provides for accommodating people with disabilities. This will be accomplished through annual rollouts by the local ADAPT Team to the Key 4, the ADAPT Working Committee, and all employees with documentation as outlined in the ADAPT Training manual and implementation guide. During the life of this Agreement, a mailing of the ADAPT brochure will be sent to all UAW-represented employee's homes and provided to new employees during New Hire Orientation. To further ensure an employee's awareness of the Program, the plant will also commit to providing awareness information through in-plant communications via videos, newsletters, etc.

The National Parties will monitor the Program and provide guidance and training. This will be accomplished by the development of a new training curriculum for local ADAPT Representatives and by recurrent training, at the discretion of the National Parties. In addition, the Disability Team will

participate in a mandatory training conference during this Agreement.

Problems not resolved by the Key 4, at the plant level, will be communicated to the National Parties in writing for resolution using the process outlined in the current ADAPT Training manual and implementation guide.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

[See Par. (6a), (46), (63),(72)]
[See App. A]

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations, the parties discussed the issue of employee exposure to metal removal fluids (MRFs) in production machining processes. It was recognized that Delphi Corporation continues to make significant progress in reducing employee exposure levels and maintains a comprehensive strategy to continue these improvements.

Delphi Corporation will continue to specify that all new equipment be designed, built, and installed to limit employee personal exposure levels to MRFs equal to or less than 0.5mg/m3 on a time weighted average. Also, the Joint Parties have developed a procedure to verify that this level has been attained at initial production start-up, and efforts have been made to maintain this level after production start-up. Delphi Corporation further commits to maintain a level of 1.0mg/m3 or less on a time weighted average for personal exposures to MRFs on existing machining equipment. In the event that personal exposure levels are confirmed to be over 1.0mg/m3 on a time weighted average, Delphi Corporation will establish a priority to reduce these exposures. In doing so, the focus will be to utilize the most appropriate controls including such concepts as personal work enclosures.

In addition, Delphi Corporation reaffirms its strategy to control employee exposures to MRFs through the use of fundamental processing controls, engineering controls, exposure assessment, including annual plant aerosol

mapping, appropriate medical surveillance for exposed workers, and continuing efforts to control potential harmful agents within metal removal fluid systems. The strategy will also include the jointly reviewed Delphi Corporation Guidelines for Metal Removal Fluid Systems and the Delphi Corporation Metal Removal Fluid Exposure Control Plan, as presented to the parties, that includes a common investigation protocol consisting of possible contributing factors such as inappropriate guards, enclosures, fluid management, ventilation systems, and re-circulating air filtration. Additionally, a Metal Removal Fluid Control Committee at appropriate Delphi facilities will be established. Divisions with facilities using MRFs will report on this strategy at the Plant and Divisional Safety Review Board Meetings and to the National Joint Committee, as requested.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

We have managed to find common ground on many of the issues involved in these negotiations. Nowhere has that been more evident than in our mutual treatment of issues involving education and training and other programs of joint interest to better our employees and enhance their job security by strengthening the competitive position of Delphi Corporation. Our deliberations in this area are in step with congressional and private sector initiatives toward a new era of cooperative labor relations.

In this regard, cooperative labor relations with respect to the joint arena can be accomplished only when activities are jointly approved, developed, implemented, monitored, and evaluated. Furthermore, decisions must be arrived at in a setting which is characterized by the parties working together in an atmosphere of trust; making mutual decisions at all levels of administration which respect the concerns and interests of the parties involved; sharing responsibility for the problem solving process; and sharing the rewards of common goals.

In these negotiations, we have provided funding for our joint programs which reflect this national policy of cooperative labor relations. We should continue to ensure that the projects, programs and events which are supported in whole or in part with these joint funds do in fact keep us communicating on all levels, consistent with this objective.

- We agree these funds will continue to be used to help solve mutual problems which may not be collective bargaining problems. They will continue to be used to make Delphi Corporation and its employees more competitive in a global economy. In this regard, we jointly sponsor conferences, workshops, seminars and meetings to promote cooperative efforts on related subjects, and where appropriate, invite academic, professional, government, labor and industry representatives to attend and participate. In addition, we understand that while these funds are intended for education, training and development of UAW bargaining unit employees, there are situations where it will be natural for some salaried employees to receive the same training or participate in the same program. Such expenses for non-bargaining unit employees may be funded with joint funds provided the parties agree.

  Further, the jointly sponsored projects, programs and activities are designed to promote public awareness of Delphi Corporation products (including the quality and reliability of such products), Delphi Corporation workforce and its role in producing high quality products, and the relationship between Delphi and the collective bargaining representatives for Delphi Corporation employees.

  We also recognize that as representatives of organizations such as the UAW and Delphi Corporation, which are viewed by most as key to the vibrancy of many local economies and the national economy, we are expected to be responsible citizens and caring neighbors. Therefore, from time to time we have agreed to use these funds to assist the victims of disaster or the less fortunate in the communities where our employees live and work. We have also supported research projects or efforts by other training, educational or cultural institutions which will through education and exposure promote our goals of labor and management cooperation in the workplace.

  We have pledged that these joint funds will continue to be used to enhance all our employees involvement in,

and appreciation for, decisions that affect their lives. We look to the UAW's continued cooperation in that regard in identifying and developing with us meaningful projects which will assist their members, and our employees, in reaching that objective.

The parties further agree that new programs and activities designed to enhance the welfare and job security of UAW-represented employees may be funded by the National Joint Skill Development and Training Committee, when authorized by the Executive Board - Joint Activities under the provisions of the Memorandum of Understanding Joint Activities contained in the Agreement between Delphi Corporation and the UAW.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During 1999 Negotiations, the parties discussed the posting of computer reports with complete social security numbers at Company locations. As soon as practical following these negotiations, a systems change will be implemented whereby posted reports generated via the GMTKS or SAP Systems reflect no more than the last five numbers of an employee's social security number. Locally generated reports, which are posted, will be modified in the same manner.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

Subject: Compliance with the Family and Medical Leave Act of 1993

During these negotiations, the parties discussed the Family and Medical Leave Act (FMLA) of 1993. The Corporation assured the Union that it will comply with the provisions of the FMLA.

As part of its compliance, the Corporation has established a category of unpaid leave called "FMLA Leave." In some instances, FMLA Leaves will be concurrent with leaves of absence covered by the National Agreement. Accordingly, in those cases where the employee is eligible for leave under the National Agreement and the leave also qualifies under the FMLA, the Corporation intends to comply with the requirements of the FMLA as well as the separate provisions of the National Agreement regarding covered leaves of absence.

Pursuant to the Corporation's present plan for compliance with the FMLA, the Corporation's rights under the Act will be modified to:

- Provide that an employee on FMLA Leave will continue to accumulate seniority in the same manner as an employee on a Personal Leave of Absence;

- Permit but not require employees to substitute vacation and/or excused absence allowance for unpaid FMLA Leave;
- Provide that employees who are married to each other will be each entitled to a maximum of 12 weeks of qualifying leave under the Act;
- Provide that, when a third opinion is necessary under the medical certification and dispute resolution sections of the FMLA, the neutral provider will be selected jointly by the Corporation and the Union, with the consent of the employee, from a list, provided by the appropriate local or state professional medical association, of board-certified specialists in the field of medicine in which the point of controversy exists;
- Continue Corporation-paid Group Life, Accidental Death and Dismemberment, and Disability Insurance during all FMLA Leaves that are not also Medical Leaves as if such leaves were Personal Leaves of Absence.

In addition, the Corporation's plan for compliance would:

- Not automatically designate and apply absence time that is compensated under the Sickness and Accident Insurance provisions of the Life, Disability and Health Care Benefits Program against an eligible employee's FMLA entitlement;
- Use a calendar year as the 12-month period of the leave entitlement (for example: in 2000, an employee would be eligible for 12 weeks leave from January 1, through December 31, 2000);
- Require repayment of the cost of health care coverage provided during the leave from employees who fail to return from FMLA Leave to the extent permitted by law.

The Corporation may make changes in its compliance plans to reflect changes in regulations and/or subsequent court decisions and the gaining of additional administrative experience but without reducing leaves provided by the Collective Bargaining Agreement.

Problems related to the implementation of this letter may be discussed by representatives of the UAW-GM Department, and the Corporation's Labor Relations Staff.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

This will confirm our understanding that the following procedure for correcting pay shortages due to Management error, of four (4.0) pay hours or more, will continue. It is further understood that all local agreements regarding this subject are rendered null and void.

- Upon employee request, Management will submit pay shortage information into the Payroll System.
- A check will be prepared with the employee's normal tax deductions.
- The check will be available to the employee at the plant by the end of the next workday (excluding weekends and holidays).

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

The parties to this agreement recognize the critical impact outsourcing proposals have on the parties' relationship at both the National and Local level. In this regard, when potential outsourcing is under consideration, the Local Parties should have sufficient time to evaluate the proposal to insure that they have the opportunity to develop a plan to retain the work. During the discussions leading to the current Agreement, the sourcing process was modified to provide a more meaningful role for the Union in sourcing decisions through involvement in the request for quotation process. Under this process, which provides for earlier involvement, the Union will generally have as much time to evaluate methods to retain the work as the 150 day notification process provided under the 1993 National Agreement. In those instances where it is anticipated that less than 150 days will be required to complete the sourcing process, the Chairperson of the Shop Committee will be so advised.

However, in such instances where the Union believes that insufficient time has been provided for input into a

pending sourcing decision, the matter should be referred to the National Sourcing Committee for further discussion.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations, the parties discussed allowing retired UAW-represented Delphi Corporation employees to use in-plant fitness centers, where they exist. Retirees will be eligible to utilize in-plant fitness centers from 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 employee usage, and other criteria as determined by the local joint parties.

Retirees will be required to complete the proper registration process (physician consent form, liability waiver, etc.) that active employees are required to complete in line with UAW-Delphi fitness center guidelines.

It is also 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 Corporation's or the Union's rights or responsibilities under the National Agreement, nor are the centers intended in any way to create for any employee or retiree an enforceable obligation against the Corporation, the Union, or their representatives.

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

Finally, the Grievance Procedure set forth in the National Agreement shall not apply to, or have jurisdiction over, any matters related to the employee fitness centers.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

This will confirm the understanding reached during the present negotiations that a Retiree Tuition Assistance Plan (including personal enhancement courses approved by recognized accreditation agencies and those approved by government education or training programs) for retired UAW-represented Delphi employees shall continue to be funded under the Tuition Assistance Program. Retirees would be eligible to take classes approved on-site at the plant or local union hall at the location from which they retired. The courses offered to retirees must be those that are available to the active workforce.

The program provides up to $1,500 per calendar year per retiree for the prepayment of tuition and compulsory fees for approved courses leading to credits or degrees only offered on-site by approved educational institutions, or courses included in a special range of approved competency based courses, including non-credit and non-degree courses or activities.

The Plan will be administered by the Center for Human Resources. The Center has the authority and discretion to interpret the terms of the Plan including, but not limited to, school and course approval, location of courses and program guidelines.

In addition, the Grievance Procedure set forth in the Delphi-UAW National Agreement has no application to or jurisdiction over any matter related to this joint program.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations, the parties discussed the importance of continuing education for school-aged dependent children of UAW-represented employees. In this regard, the International Union and the Corporation have agreed to continue the UAW-Delphi Scholarship Program for Dependent Children.

The joint committee established by the Executive Board - Joint Activities will continue to direct the delivery of the program based on the following parameters:

- Eligibility: Dependent children of active, retired, or deceased UAW-represented employees who are pursuing post-secondary education or training at an institution accredited by a governmental or nationally recognized agency are eligible to apply for continuing education support. For purposes of this program, the definition of dependent children will be the same as defined in the UAW-Delphi Legal Services Plan.
- Amount of Support: An annual voucher of up to a maximum of $1,500 will be distributed directly to the recipient's educational institution for tuition and/or compulsory fees.
- Funding: Funding for this program, including administrative costs, will be provided through Joint National Funds. Total annual funding and

expenditures for this program will be determined by the Executive Board - Joint Activities.

- Administrative procedures: The Program will be jointly administered by the Center for Human Resources.
- Payments under the UAW-Delphi Scholarship Program for Dependent Children will be subject to applicable federal, state, and local income tax provisions.

The Grievance Procedure set forth in the current Delphi-UAW National Agreement has no application to, or jurisdiction over, any matter related to this program.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

Subject: Supplier Corporate Citizenship

During these negotiations, the UAW stated its interest in having the Corporation continue to recognize the importance of using suppliers which are good corporate citizens and which can be relied upon for quality products and reliable delivery. The UAW further pointed out that the Corporation's selection of and relationship with suppliers have a significant bearing on its relationship with the Union. In this regard, the Union stressed repeatedly the importance of the Corporation's use of high quality, reliable suppliers which maintain good, fair and equitable relations with their employees, and which satisfy the Corporation's need for a continuous, reliable and cost-effective supply of quality parts and materials.

Delphi Corporation fully understands the Union's concerns in these matters, because quality products, uninterrupted delivery and good corporate citizenship - by the Corporation and its suppliers - contribute significantly to the Corporation's success in the marketplace, and all of these factors have a direct bearing on the job and income security of UAW members. Delphi assured the Union that it would not take retaliatory action, such as canceling or refusing to renew contracts with suppliers, based on a decision of that supplier's employees to join a labor union. The Corporation further stated that all such decisions will continue to be based on quality, service, technology and

cost. The Corporation similarly recognizes the value of suppliers that have successful relations with their employees and employees' representatives.

Delphi Corporation agrees that its relationship with the Union is of paramount importance to the Corporation's long-term success. The Corporation has told its suppliers and the business community in the past of the positive aspects of its relationship with the UAW and will continue to do so in the future. Delphi Corporation, therefore, has no interest in embarking on a purchasing strategy that would detract from that relationship.

Correspondingly, the Union has, from time to time, expressed to the Corporation its concern about certain aspects of the Corporation's relationship with particular suppliers in the area of quality, continuity of supply, and overall performance as a supplier including the maintenance of good relations by the supplier with its employees. The Union recognizes that the Corporation has expressed its views and made suggestions to its suppliers as a result of the Union's concerns, all within the bounds of applicable legal principles.

The parties recognize that instances in which these matters arise are inherently dependent upon the particular facts that are present in each situation and plan to continue to deal with these matters on a case-by-case basis as they have in the past, and in compliance with applicable laws.

In particular, the Corporation will continue to urge its suppliers to treat their employees in a good, fair and equitable manner to provide them wages and benefits competitive within their industry, to provide a safe workplace and to avoid conduct which violates national or state labor and employment laws. In addition, the Corporation will, in a manner which is in compliance with applicable laws, notify suppliers of the importance the Corporation places on harmonious relationships between suppliers, their employees and any union that may represent them.

The Corporation will send or transmit to each of its

current suppliers a letter, in the form attached hereto (the "Letter"), within 60 days after the effective date of the National Agreement; and, upon request of the Union, the Corporation will re-send the attached letter within 14 days to any such supplier who is awarded a contract with the Corporation. In addition, the Corporation will transmit the attached letter as a part of each Request for Quotation extended to domestic suppliers.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

Form of Letter to be Sent to Suppliers

This letter will describe some aspects of Delphi's policy on supplier selection.

The Corporation's decision to select or remove a particular supplier is based on numerous criteria, applied in conformance with legal requirements. Delphi Corporation recognizes that it is in the mutual interests of employers and their employees for the employer to fully respect the right of the employees to representation by a union. It is, however, definitely not Delphi's policy or practice to remove a product from a supplier if that supplier's employees have chosen to join the UAW.

As you know, Delphi has a positive and constructive relationship with the UAW, and we encourage our suppliers to strive for similarly constructive relationships with their employees or representatives of their employees. Our joint programs have allowed us to make significant improvements in areas such as Health and Safety, Quality and the implementation of lean manufacturing utilizing the tools of our Quality Network Process. We respect the UAW and the UAW respects us.

Delphi also notes that many of our supplier facilities have recognized the UAW based on a showing of a majority support among employees by means of a "card check" certified by a neutral third party. Delphi fully approves of decisions by our suppliers to use such peaceful means of determining employee sentiment.

Should you have any questions with respect to this matter, please call.

Very truly yours,

(Vice President for Purchasing)

cc: Richard Shoemaker, UAW

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the parties discussed the need for joint programs to be made available to employees who are in transition centers as a result of a plant closing or a reduction in the workforce where recall or future Delphi placement is unlikely. Specifically, the discussions included programs as follows: Basic Skill Enhancement, College/Vocational Skill Enhancement, Financial Planning, Pre/Post-Retirement, Employability Skills and Layoff Services.

It was agreed that where a transition center(s) is jointly established, the Local Joint Activities Committee with the assistance of the Center for Human Resources will develop a plan for the implementation of joint programs. When developing the plan, the Center for Human Resources will seek input from the respective Divisional Labor Relations Director and UAW-GM Department Servicing Representative. Thereafter, a transition team will be formed to implement the plan.

Upon approval of the plan, the transition team will organize and administer the joint programs through the Transition Center. The transition team will be trained by the Center for Human Resources and/or its designated representatives.

Costs for these programs will be provided through government funding, if available, and/or Joint Funds, where appropriate.

The need for these joint programs at transition centers will be reviewed by the Center for Human Resources on an on-going basis.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

Subject: UAW-Delphi Collective Bargaining Agreement Training Program

During these negotiations, the parties discussed training of representatives responsible for administration of the Collective Bargaining Agreement (Agreement) and related understandings. Both parties recognize the benefits that can be achieved when Corporation and Union representatives are knowledgeable concerning agreements which affect their roles and responsibilities.

Following ratification of this Agreement, the Center for Human Resources will coordinate, with the Corporation's Labor Relations Staff and appropriate representatives of the UAW GM Department, the development of a training program which will address the Agreement and related understandings. A training session will be piloted as soon as practical following program development. Candidates for participation in the training could include Plant/Division/Operations managers and supervisors whose responsibilities include Agreement administration, elected and appointed Union representatives, and Human Resources personnel. Participants in the training program will be designated by the Corporation's Labor Relations Staff and the UAW GM Department.

Funding for this training program, including development costs, travel, lodging and wages of participants, shall come from the existing Joint Training funds. The Grievance Procedure has no application to, or jurisdiction over, any matter relating to this training program.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

Subject: Working on a Holiday/Vacation Entitlement Conversion Option

During the negotiations, the parties agreed that employees who work on a designated holiday, and are otherwise eligible for holiday pay, may request that eight (8) hours be credited to their Vacation Entitlement Allowance, in lieu of receiving holiday pay.

Eligible employees who work on any designated Christmas Period Holiday, may request that eight (8) hours for each day worked be credited to their Vacation Entitlement Allowance, in lieu of receiving holiday pay. Additional time off resulting from the Christmas Holiday Period may be utilized, per local plant practice, at any time during the following year prior to the next Christmas Holiday Period.

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.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

Doc. No. 135
PLANT SENIORITY/VACATION ENTITLEMENT ELIGIBILITY

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the parties discussed the situation that may occur when an employee, for reasons of discharge or contractual release, does not have plant seniority at the end of the vacation entitlement eligibility year.

In some circumstances:

- An employee may maintain Delphi seniority at another location within the Corporation or,
- A discharged employee's seniority and/or vacation entitlement may be impacted by the settlement of an associated grievance.

The parties agreed that if an employee maintains seniority at any Delphi location, or if their seniority and/or lost wages are reinstated by a grievance settlement, the employee will be eligible for all vacation entitlement earned during the affected period. Plant Management will notify the Compensation Activity of any relevant situations.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the parties discussed situations in which employees are laid off prior to the Independence Week Shutdown period and thereby, become ineligible for the four (4) days of the Independence Week Shutdown pay.

As a result of these discussions, the Corporation agreed that seniority employees who work in the fourth work week prior to the Independence Week Shutdown period, and who are laid off either temporarily or permanently during that week, or during the first, second, or third work week prior to the Independence Week Shutdown period, shall be considered as meeting the requirements of Par. 202d(2) of the National Agreement. Therefore, these employees will, if otherwise eligible, receive the four (4) days of Independence Week Shutdown pay.

This letter does not change or modify the Holiday Pay provisions of the National Agreement.

Any wages or benefits received from any other source during the Independence Week Shutdown period, including Unemployment Compensation or other state or federal payments related to unemployment, will

create a Delphi overpayment and shall be recovered by the Corporation from subsequent wages or benefits owed the employee. Recovery of an overpayment resulting from the payment of Unemployment Compensation or the receipt of a waiting week credit will be effected in a manner consistent with Par. (213a).

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the parties discussed situations where employees were not advised of their individual work schedules for the Independence Week and Vacation Shutdown period in a timely manner. Management expressed their desire to provide employees with as much advance notice as possible.

Therefore, after the announcement in February detailing which operations will be affected by the shutdown, all employees will be notified by local Plant Management, as soon as is practicable, as to whether or not they are scheduled to be working during the shutdown period. Should the circumstances change after an employee is informed, the new schedule as well as the changed circumstances will be communicated to the employee as soon as possible.

In addition, when business conditions change and a plant is required to work after originally scheduled to be down, the plant will first try to meet their needs through the use of volunteers. Any problem in this area should be raised with the Divisional Director of Labor Relations or the Corporation for review.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the joint parties discussed the importance of reporting, investigating, evaluating, and determining corrective actions for "Near Miss" incidents which occur in the workplace. The joint parties recognize that the foundation of any successful safety process rests with a cultural atmosphere that allows employees to bring potentially hazardous situations to the attention of management in order to achieve timely correction. This line of communication can only be achieved if employees are free to discuss "Near Miss" incidents with supervision without fear of reprisal. To this end, the Corporation will instruct Management at each facility:

- On the importance of reporting "Near Miss" incidents.
- To include near misses as part of the current incident investigation process including corrective action.
- To use counseling in lieu of discipline in those cases where an employee immediately self-reports a "Near Miss" incident involving a possible violation of safety rules.

In addition, the National Joint Committee will issue a communication in the form of Safety Talk and/or other materials to encourage employees to immediately report near misses to their supervisor.

Any issues arising from this document should be resolved in accordance at the appropriate level, i.e., Plant Safety Review Board, Divisional Review Board, and National Joint Committee.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

Subject: Product Development and Transformation

During these negotiations the parties discussed various issues related to product development and product transformation. The Corporation and the Union recognize that future jobs depend on, among other things, continuing investments in product development. Shifting markets, changing consumer tastes, new governmental regulations, international harmonization of such requirements, and a host of other factors have a direct impact on product development and manufacturing. The products manufactured and services delivered must meet evolving customer preferences and demands at a competitive price.

The Corporation fully understands the Union's concerns relative to investment in new products and services, and that such investments, while absolutely necessary, may not alone guarantee good future jobs. New products require additional skills, spur changes in labor demand, and entail new sourcing decisions. The parties acknowledge that involving the Union at the earliest stages of the product development cycle is key to attaining job security while meeting the global challenges of improved quality, speed to market, product innovation, and lowering total costs. To that end, the Corporation has been, and continues to be, fully committed to working with the Union to seek and identify appropriate jointly developed technical training programs that will match new skill

requirements with evolving technologies, products and services, along with the implementation of new programs to cushion unavoidable dislocative effects of rapid product transformation and development. The Corporation recognizes that working together will help preserve and grow good paying jobs for all current and future UAW-represented employees at Delphi Corporation.

In preceding National Agreements and during these negotiations, the parties have recognized the importance of the Union's role and involvement in the product development cycle and product transformation through provisions, such as Appendix L-Sourcing which provide a mechanism for early UAW involvement in the Corporation's plans to proceed with a new or redesigned product. To that end, it is understood and reaffirmed that early during the product development cycle, matters such as sourcing patterns, possible changes in component sourcing patterns, possible insourcing opportunities, and technology which may impact the represented workforce will be reviewed with the International Union in accordance with the provisions of Appendix L-Sourcing. Semi-annually, a confidential review will be held concerning future product programs which will identify new , current or redesigned future products and technologies. These semi-annual meetings will be attended by the Chief Technology Officer of Delphi Corporation and the Vice President and Director of the General Motors Department of the UAW. Such early and up-front involvement will allow the Union to continue to be provided with current and anticipated major product developments/product transformations that are having, are expected to have, or could potentially have an effect on employment levels, such as projected changes in the major components for motor vehicles, in materials, manufacturing methods and design.

Further, the Union's early involvement during the product development process allows for discussions relative to issues with respect to components, materials, and manufacturing methods. In each case, the Corporation will indicate the extent to which

changes in specifications will be handled through the revamping of existing UAW-Delphi operations, by means of technology residing in other divisions of the Corporation or by outside sourcing arrangements.

Finally, it is recognized that Appendix L-Sourcing provides an avenue for discussions as early as practicable in the product development cycle relative to projected production volume of new materials, components, and products, and the potential impact, if any, on UAW-represented jobs.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Subject: Clarification of Paragraph 69 Administration 1999 Delphi-UAW National Agreement

Dear Mr. Shoemaker:

This letter is to confirm our understanding regarding the administration of Paragraph 69 of the 1999 Delphi-UAW National Agreement as it applies to certain supervisors who also retain seniority in the bargaining unit. Specifically, when applying the "seniority slippage" provisions to those supervisors who had previously established a plant seniority date of January 7, 1985, pursuant to the provisions of Appendix A (VIII)(A)(1) and (A)(4), adjustments will be made to the employee's corporate seniority date used to determine seniority preference as provided in Appendix A (VIII)(A)(2) and (A)(5), upon his/her return to the bargaining unit. The adjusted date will be used: 1) as the "tie breaker" to determine seniority preference amongst employees who share the January 7, 1985 plant seniority date; and 2) as the date that determines eligibility for employee placement opportunities pursuant to Appendix A. However, no adjustment will be made to the date used to determine such an employee's vacation entitlement.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations, the parties had lengthy discussions regarding the implementation of Paragraph (76a) of the National Agreement. The Union asserted that Management was repeatedly suspending employees without providing them with the opportunity to answer the charges that gave rise to the situation for which discipline was being considered. Management responded that the intent of Paragraph (76a) was to provide for this opportunity except in those cases where the employee being interviewed was either unavailable or incapable (physically or emotionally) to effectively respond to the charges.

The parties also recognize that more than one interview pursuant to Paragraph (76a) may be appropriate where additional facts or information have been discovered.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current National negotiations, the issue of temporary employees was discussed at length between the Parties. The Union raised its concerns regarding abuses at many locations in connection with the use of temporary employees.

This letter confirms our discussions related to employees hired as temporary. In the event that a plant hires temporary employees without National Parties approval in accordance with Appendix A, Section VII, or in the event that a plant retains temporary employees past the approved period, such employees will become seniority employees. Temporary employees who become seniority employees under this provision will be given credit for time worked as a temporary.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations the Union cited several instances where Management delayed in providing information requested by the Union during the processing of a grievance. In response, Management assured the Union that they fully support the principle of full disclosure. The principle of full disclosure has been discussed in several Umpire decisions dating back to 1941. Management fully supports the principles outlined in those decisions.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations, the Union expressed concern about the application of Paragraph (98) wage progression to certain employees returning to non-skilled classifications.

This will confirm our understanding that a seniority employee who did not complete wage progression to the full base rate of the job classification pursuant to the provisions of Paragraph (98) and

1) entered into the apprenticeship program but returned to a non-skilled classification before completing said apprenticeship shall be given credit for non-skilled wage progression purposes for the weeks worked while in the apprenticeship program, or

2) accepted and worked a temporary salaried assignment and returned to an hourly non-skilled classification shall be given credit for non-skilled wage progression purposes for the weeks worked as a temporary salaried employee.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the Union expressed concern regarding payroll related matters. In resolution of these payroll matters, the Corporation agreed to implement the following:

At those facilities where the Local Union so requests, employees who are scheduled to work on a payday during (i) the Christmas Holiday period or (ii) a model changeover, or (iii) vacation shutdown will receive their paycheck in the work place during such period, except for employees who receive their regular pay by Electronic Funds Transfer (EFT). In order to provide sufficient time for the processing and handling of these checks, the local Payroll Department must receive a list of such employees from that plant's management no later than the last scheduled workday prior to the Christmas Holiday Period or such model changeover.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations, the parties discussed at length the Delphi Manufacturing System (DMS) and its proper relationship to the UAW-Delphi Quality Network process.

As a result of those discussions, the parties agree that within 120 days of the effective date of this agreement, the QN-DMS National Joint Committee will conduct a complete investigation of activities currently underway in several UAW-Delphi locations to jointly determine "best practices" for the appropriate approach to full implementation of QN-DMS through the Quality Network process.

Once completed the QN-DMS National Joint Committee will review their findings with the Vice President and Director of the UAW General Motors Department and Vice President - Human Resource Management for comment and direction.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

Doc. No. 149
OUTSIDE VENDORS

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations the International Union expressed their concern regarding the functions of outside vendors. It was noted in some locations vendors were on site performing work associated with traditional UAW assignments. Although, in some instances the Local Parties had discussion in advance of implementation, the National Parties had not reviewed such concepts.

Accordingly, the Corporation agrees that, absent agreement by the National Parties, outside vendors other than those historically assigned, such as paint analysts, will not be allowed to locate operations on a plant site that conflicts with UAW assigned operations that could cause a loss of jobs.

The International Union will have the opportunity to review any such plans regarding vendors locating on site prior to implementation. This understanding applies to future situations and is not intended to inhibit the Local Parties ability to address work typically discussed under the subcontracting provisions.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

The parties agree that an active local joint pedestrian/in-plant vehicle team is an effective way to reduce risk and injuries. The parties agree that the team, comprised of members jointly selected by the Plant Safety Review Board, will conduct surveys to identify areas of concern such as:

- Keeping pedestrians and vehicles separate
- Maintaining aisles clear of obstructions
- Eliminating blind corners
- Elevating employee awareness
- Improving driver visibility

The parties agree that the notebook and CD entitled "Pedestrian/In-Plant Vehicle Team Guidelines", currently under development, is an effective tool in sharing best practices and assisting local plant teams in achieving these objectives. The parties agree to jointly update this publication and provide additional tools to the teams.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

Programs at Pre-Production operations, e.g., Validation Centers, Technical Centers, Tooling facilities and Design facilities, may be subject to delays, cancellation, funding approval or other unforeseen circumstances that may impact workload requirements in these types of operations.

It is recognized that the provisions of Document No. 10 of the Delphi-UAW National Agreement do not address the above referenced conditions. When these types of events occur, the Local IOBS Committee will work together to develop plans for manpower requirements.

Any dispute with the provisions of this letter will be brought to the National IOBS Committee for resolution. It is understood between the parties that the terms of this letter are without prejudice to either position regarding the terms of Document No. 10 and related IOB Security provisions contained in the current Delphi-UAW National Agreement.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During the current negotiations, the parties held lengthy discussions regarding subcontracting of tool room work to non-Delphi sources and its impact on the job security of seniority employees within those tool rooms. The parties also discussed Union concerns relating to the use of Commodity Management companies onsite who were circumventing the joint tooling bid process at some plants where such processes exist.

The Corporation has addressed those specific concerns raised by the Union. In addition, the Corporation has advised the Union of its support for "bid" processes within its facilities, and will advise its facilities where such a process exists that it should not be circumvented by outside tooling companies or Commodity Management companies.

The Union also raised concerns related to manpower issues and full utilization compliance within certain tool rooms. The Corporation believes such issues can best be addressed at a local level. Accordingly, the Corporation will direct its facilities to schedule regular review meetings with the local union to discuss

manpower and investment issues pertaining to the efficient and competitive operation of their tool rooms and related equipment.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

As a result of our continuing discussions regarding the UAW's ability to defend and retain work and to have expanded opportunities to perform additional work, this is clarification of our mutual understanding regarding new, current, new design, or redesigned components, fabricated parts, and component products.

In situations wherein the Corporation is introducing a new, current, new design, or redesigned component, or other product that does not replace or update an existing product, as jointly reviewed by the National Parties, the Delphi-UAW National Agreement Future Product Sourcing process will be utilized and will provide the UAW with early involvement and timely access to all pertinent data, including financial information.

Notwithstanding the above, the provisions of the Memorandum of Understanding between the parties relative to Net Sourcing (dated February 14, 2000) remain applicable.

The elements of this letter are not intended to circumvent and/or change the definition of outsourcing in the Delphi-UAW National Agreement and Appendix L provisions. The sole principle and intent of this letter is to provide the UAW with expanded opportunities to defend its work and create opportunities to grow its membership as provided by the commitments contained in Appendix L.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

DELPHI CORPORATION

September 18, 2003

Mr. Richard Shoemaker
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Shoemaker:

During these negotiations, the Union expressed concern regarding the use of undercover agents at various plant locations to monitor employee activity.

The Corporation clarified their position that the use of undercover agents is limited to those instances where there is evidence of serious misconduct and the perpetrators must be observed by persons not readily identified as Management representatives. Further, the Union was advised that, in the future, complaints regarding conduct of undercover agents and the quality of such service may be brought to the attention of the Vice President, Human Resource Management by the Vice President and Director of the General Motors Department, UAW.

Very truly yours,

Kevin M. Butler
Vice President
Human Resource Management

2003 DELPHI-UAW CONTRACT SETTLEMENT AGREEMENT

2003 DELPHI-UAW CONTRACT SETTLEMENT AGREEMENT

Agreement dated this 18th day of September, 2003 between Delphi Corporation, hereinafter called the Corporation, and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, hereinafter called the Union.

The parties hereto agree as follows:

1. *New National Agreement*

A new National Agreement to be dated September 18, 2003 and to become effective as hereinafter provided in Paragraph 27 of this Agreement has been negotiated by the parties hereto and consists of the provisions of the National Agreement between the parties dated September 28, 1999 except for the changes hereinafter noted.

On March 14, 2002, Delphi Automotive Systems became Delphi Corporation. Therefore, it became necessary that this new Agreement reflect this change.

2. Unchanged Paragraphs

The following paragraphs, appendices and memoranda of the September 28, 1999 Agreement as supplemented, shall be included in the new Agreement without change:

INTRODUCTION	(4d)	(4i1)(b)	(4n)
PREFACE	(4e)	(4j)	(4o)
(1)	(4f)	(4k)	(4p)
(2)	(4g)	(4l)	(4q)
(2a)	(4g1)	(4l)(a)	(4r)
(3)	(4g2)	(4l)(b)	(4s)
(4)	(4h)	(4l)(d)	(5)
(4a)	(4i)	(4l)(e)	(5a)
(4b)	(4il)	(4l)(f)	(6)
(4c)	(4il)(a)	(4m)	(6a)

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(215)	(221)	Appendix B	Appendix H
(216)	(222)	Appendix C	Appendix I
(217)	(224)	Appendix D	Appendix K,
(218)	(225)	Appendix F	Att. A
(219)	(226)	Appendix F-1	Att. B
(220)	(227)	Appendix F-2	

Memorandum of Understanding on Overtime
Memorandum of Understanding Human Resource Development
Memorandum of Understanding on Work Centers
Memorandum of Agreement - Welding Equipment Maintenance and Repair (WEMR) Classification
Memorandum of Agreement, Dated March 15, 1972
Irving Bluestone's Letter to George B. Morris, Jr. Dated March 16, 1972
WEMR Guidelines

3. Amendments, Additions, Substitutions and Deletions

A. The following paragraphs, appendices, and memoranda of the September 28, 1999 Agreement, as supplemented, shall be amended, as initialed by the parties and attached hereto, and shall be included in the *new Agreement:*

Agreement	(96a)(6)	(203)
(48)(1)	(101)(a)(1)	(203c)
(57)	(101)(a)(2)	(218)
(64)(c)	(101)(f)	(218a)
(76b)	(101)(g)	(218b)
(87)(6)	(101)(h)	(223)
(96a)(1)	(143)	Appendix A
(96a)(1)(b)	(151)	Appendix K
(96a)(2)(a)	(163)	Appendix K, Att.C
(96a)(2)(b)	(164)	Appendix L
(96a)(4)	(180)(a)	
(96a)(5)	(202a)	

Memorandum of Understanding Health and Safety
Attachment A
Amendment to UAW-GM-Delphi Memorandum of Understanding Benefit Plan Treatment
Memorandum of Understanding Joint Activities
Memorandum of Understanding Joint Skill Development and Training
Memorandum of Understanding Tuition Assistance Plan
Memorandum of Understanding Quality Network
Attachment A
Attachment B
Attachment C
Attachment D
Memorandum of Understanding Voluntary Political Contributions
Memorandum Voluntary Political Contributions Attachment
Statement on Technological Progress

B. The following new paragraphs, appendices and memoranda, as initialed by the parties and attached hereto, shall be included in the new Agreement:

(101)(a)(3)	(202m)(1)(b)
(101)(b)	(202m)(1)(c)
(101)(b)(1)	(202m)(1)(d)
(101)(b)(2)	(202m)(1)(e)
(202m)(1)	(202m)(2)
(202m)(1)(a)	(202m)(3)

Memorandum of Understanding - Competitive Rate

C. The following Paragraph of September 28, 1999 Agreement was renumbered and changed:

(96a)(1)(c)

4. Personal Relief for Certain Employees

The policy noted below shall continue in effect for employees during the term of the new Agreement in the

same manner and to the extent it has been applied under the September 20, 1961 Agreement between the parties, except that the amount of relief time as set forth in the policy expressed in Mr. Kevin M. Butler's letter of September 18, 2003 to the International Union, UAW, Attention: Mr. Richard Shoemaker, Vice President and Director, General Motors Department, on the subject of *relief shall be applicable to those employees to whom* the above letter shall apply:

Delphi will provide sufficient relief person to provide each employee on production lines with 24 minutes of actual personal relief per shift taking into consideration that the first hour at the start of shift and the first one-half hour after lunch are not ordinarily required for relief except in emergencies; details to be implemented locally with the understanding this provision shall not interfere with any mutually satisfactory local practice.

[See Doc. 56]

5. Union Bulletin Boards and Publication Racks

The Union agrees to indemnify the Corporation against any and all actions, charges, claims, damages or losses of any kind or nature whatsoever resulting from, arising out of, based upon, or attributable to (1) any material posted or displayed on Union bulletin boards bearing the written approval of the President of the Local Union or the Chairperson of the Shop Committee, or (2) the display and/or distribution through the Union Publication Racks of publications of the Local Union and International Union which have been certified to Management as official by the President of the Local Union, the Chairperson of the Shop Committee or the International Union Representative.

[See Par. (92)-(94)]
[See Doc. 6]

6. Indemnity Agreement

The Union agrees to enter into indemnity agreements with the Corporation and the Trustee of the Delphi-UAW Supplemental Unemployment Benefit Plan Fund whereby the Union indemnifies and protects the Corporation and the Trustee against liability arising from the check-off of Union membership dues and initiation fees from employees' wages or from any Regular Benefits received under the Delphi-UAW Supplemental Unemployment Benefit Plan. Each of these agreements is to be similar in form and substance to the indemnity agreement executed by the parties in connection with the most recently expired Agreement, with such changes as may be necessary to make them conform to the current understanding of the parties.

[See Par. (4h),(4q)]
[See Doc. 18]

7. Miscellaneous Agreements

The miscellaneous Memoranda of Understanding and other Agreements between the Corporation and the Union which are listed on the attachment hereto entitled "Miscellaneous Agreements," are hereby reinstated to the extent applicable under their respective provisions and shall continue in effect for the life of the new Agreement.

8. Grievances Under Old Agreement

Grievances filed with Management prior to the effective date of the new Agreement, may be appealed to the Umpire and considered by him under the provisions of the September 28, 1999 Agreement as though that Agreement were in effect until the effective date of the new Agreement.

[See Par. (46)]

9. Local Agreements

It is agreed that any written local agreements, including but not limited to, local wage agreements, local seniority agreements and local shift preference agreements, entered into by the Shop Committees and Local Managements after May 22, 2003, currently in effect, shall continue as local agreements between the respective Local Management and Shop Committee subject to their respective terminal provisions, if any, and subject to the provisions of the new Agreement, for the life of the new Agreement. Any local agreement without a termination clause shall terminate without further action by either party to such local agreement, with the effective termination of the new Agreement, and such local agreement shall not be terminated otherwise except as the parties to such local agreement may agree hereafter in writing.

[See Par. (59),(75),(100),(221)]

10. *Hiring Rates*

An employee hired during the term of the previous Delphi-UAW National Agreement(s) who has not attained the maximum base rate of the job classification as of the effective date of the new Agreement shall progress to the maximum base rate of the job classification in accordance with the provisions of Paragraph (98) of the Delphi-UAW National Agreement most recently expired not including the amount transferred from the Cost of Living Allowance pursuant to Paragraph (101)(g) of this Agreement.

The parties agreed that Paragraph (98) of the new Agreement is not intended to change any of the provisions or applications of local wage rules. However, where such wage rules are applied to employees who have not attained the maximum base rate of the job classification and who are covered by Paragraph (98), (98a), or (98b) of the new Agreement, the appropriate

rate in Paragraph (98), (98a), or (98b) of the new Agreement will apply.

An employee, who has received the hire rate and rate progression set forth in Paragraph (98), (98a), or (98b) of the new Agreement and who, at the expiration of one hundred and fifty-six (156) weeks of employment, is assigned or continues to be assigned to a job classification that has an extended training period, but has not completed the required time in such classification to receive the maximum base rate, will continue at the current rate or the rate specified in the local wage agreement for time worked in such classification, whichever is higher. Thereafter, such employee will receive a rate in accordance with the provisions of the local wage agreement.

For the purpose of applying the provisions of Paragraph (98), (98a), or (98b) of the new Agreement to the administration of a "Levels of Learning" or "Pay for Knowledge" system, the "maximum base rate of the job classification" shall be the locally negotiated base rate for Level I. In the event an employee is transferred to a level higher than Level I, the maximum base rate of the job classification will be the rate for the level to which the employee is assigned.

For the purpose of determining the respective rates specified in Paragraph (98), (98a), or (98b) of the new Agreement, the Engineering Method of Rounding specified in the current Kevin M. Butler letter regarding COLA-Calculation shall apply.

[See Par. (100)]
[See Doc. 87]

11. National Agreement Changes and/or Waivers

It is agreed that it may be beneficial for local unions and local managements to consider alternative work schedules and other changes at particular plant

locations. It is further agreed that in order to facilitate and encourage such innovations, it may be necessary to change and/or waive certain provisions of the National Agreement at such plant locations. It is understood that any such change or waiver would not be effective unless approved in writing both by the Corporation and the International Union, and such changes would be effective only at the plant location(s) specifically designated.

[See Par. (81)-(86),(89a),(220)]
[See App. K]
[See Doc. 85,112,116]

12. Local Issues Strikes

The Corporation will waive the provisions of the National Agreement prohibiting the right to strike with respect to each plant in which the International Union, UAW, authorizes a strike arising out of current negotiations of local issues, demands and supplemental agreements for the duration of the continuance of such strike at such plant. No such strike shall be authorized or called, however, without at least 5 working days prior written notice by the Union to the Corporation of the intention to authorize any such strike.

[See Par. (117)]

13. Related Supplemental Agreements

Modified supplemental agreements are agreed to as shown on the pages which are initialed by the parties.

An amended Supplemental Agreement covering Pension Plan, Exhibit A; an amended Supplemental Unemployment Benefit Plan, designated as Exhibit D; and amended Supplemental Agreement Covering Guaranteed Income Stream Benefit Plan, Exhibit E; and an amended Supplemental Agreement covering Profit Sharing Plan, Exhibit F are agreed to and renewed and shall be the same as those of the most recently expired Supplemental Agreements, except that they shall be

revised as shown on the pages which are initialed by the parties, effective in accordance with and subject to the provisions of such pages.

14. Life and Disability Benefits Program and Health Care Program

2003 Supplemental Agreements Covering Life and Disability Benefits Program, Exhibit B; and Health Care Program, Exhibit C, set forth in the pages which are initialed by the parties, are agreed to, effective in accordance with and subject to the provisions of such pages.

15. Personal Savings Plan

A 2003 Supplemental Agreement Covering Personal Savings Plan, Exhibit G, set forth in the pages which are initialed by the parties, is agreed to, effective in accordance with and subject to the provisions of such pages.

16. Exhibit B - Life and Disability Benefits Program

Notwithstanding the provisions of Item 27 of this Contract Settlement Agreement and the provisions of Paragraph (101)(a)(1) and (101)(a)(2) of the new Agreement, those provisions of Exhibit B to the new Agreement shall have as their effective date the effective date of the new Agreement.

17. Corporation-Union Committee on Health Care Benefits

The Corporation-Union Committee on Health Care Benefits will engage in activities which have a high potential for cost savings while achieving the maximum level of health care coverage and services for the money spent for such protection. The Corporation will make available funds up to $750,000 which may be spent over

the four-year period beginning with the effective date of the 2003 Delphi-UAW National Agreement to fund such mutually agreed upon activities as studies, pilot projects, and use of consultants.

18. Funding: Growth and Opportunity Committee

Funding for employee compensation and operating expenses of this joint activity will be provided from National funds upon approval of the Executive Board - Joint Activities and the Joint Skill Development and Training Committee.

[See App. K]
[See Memo-Joint Skill Development]
[See Doc. 12]

19. Funding: Health and Safety Activities

The Executive Board - Joint Activities will direct and support the joint health and safety activities at both the National and Local level. These shall include health and safety training for skilled and non-skilled employees, pilot and research projects initiated by the National Joint Committee on Health and Safety and expenses associated with the purchase and installation of equipment to improve communication of health and safety information between the Corporation and the International Union. To assure adequate funding for these activities, the Corporation will make available funding at four cents (4¢) per hour worked. These funds will be accumulated by and coordinated administratively on behalf of the Executive Board by the Joint Skill Development and Training Committee. In the event this Fund is depleted, subsequent funding for future reoccurring expenses, if approved, will be made available through National training funds.

It is agreed that uncommitted funding balances accrued under the 1999 National Agreement as of September 14, 2003 will be carried forward under the new National Agreement. Subsequent to September 14,

2003 a final reconciliation and balancing of accounts, expenditures and commitments as of September 14, 2003 will occur. Thereafter, the remaining funds will be available for the Joint National Committee on Health and Safety.

[See Memo-Joint Activities Statement]
[See Doc. 7]

20. Wages Earned Definition

For the purpose of this Agreement, monies distributed in the form of Profit Sharing, and payments provided for in Paragraph (101)(b) and Document 92 shall be considered wages earned.

[See Par. (41)(a)]
[See Profit Sharing Plan-Exhibit F]

21. Statement on Technological Progress

A statement, entitled "Statement on Technological Progress," as initialed by the parties, is attached hereto and made a part thereof.

[See Statement on Technological Progress]

22. Apprentice Safety Training

During the 1996 negotiations the parties agreed to a revised Basic Safety Training Guide covering all approved Delphi-UAW Apprentice Training schedules except design classifications which reads as follows:

"The approximately 80 hours of safety instruction provided for will be incorporated into the shop or related training schedules or a combination of both. The total shop training shall remain 7,328 hours and the total related training shall remain 576 hours. The portion of the 80 hours to be provided as shop training shall be subtracted from existing 'Optional Hours.' The portion of the 80 hours to be provided as related training shall be subtracted from 'Unassigned' related training hours.

"When the method of providing this safety training

has been jointly established locally it shall be reviewed by the Local Apprentice Committee and the Local Joint Committee on Health and Safety and a copy of each revised schedule shall be forwarded to the Delphi-UAW Skilled Trades and Apprentice Committee for approval. The schedules revised in accordance with this agreement will be adopted for those apprentices presently in the training program to the extent that they can be integrated into such revised programs without interfering with the progress of the apprentice."

[See Par. (122)f,(133),(145)]
[See Doc. 7]

23. Group Legal Services Plan

A 2003 Supplemental Agreement Covering Group Legal Services Plan, Exhibit I, set forth in the pages initialed by the parties, is agreed to, effective in accordance with and subject to the provisions of such pages.

24. Employee Benefit Plans and Programs

During the course of bargaining, the Union requested that the Supplemental Agreement(s) regarding Employee Benefit Plans and Programs which are attached to and part of the 2003 GM-UAW and 2003 Delphi-UAW National Agreement(s) be administered as if there were one agreement. Notwithstanding the fact that the companies will have different third party administrators, the parties agreed that, with the exception of system access, Delphi and GM will make the necessary arrangements to assure that the administration of the Employee Benefits Plans and Programs, to the extent reasonably feasible, will be consistent between the two companies during the term of the 2003 National Agreement(s).

25. UAW - GM - Delphi Flowback Agreement

For the purposes of this UAW - GM - Delphi

Flowback Agreement, "GM Employee", as used herein, refers to the UAW hourly represented employees actively employed at GM and employees with unbroken seniority who are on lay off or leave of absence from GM business units. "Delphi Employee", as used herein, refers to the UAW hourly represented employees actively employed at Delphi and employees with unbroken seniority who are on lay off or leave of absence from Delphi business units (See Attachment A).

Employee Placement

It is recognized that the ability to move from GM to Delphi and from Delphi to GM is a concern of employees. The Parties have developed the following procedures to address this concern.

A. Eligibility

GM and Delphi employees who were hired on or before the expiration date (October 18, 1999) of their respective 1996 GM-UAW or Delphi-UAW National Agreements will be covered by this Flowback Agreement.

B. Application Process

1. GM or Delphi employees who wish to apply for job openings at the other Company must file an Area Hire and/or Extended Area Hire Application using the GM Employee Placement System (EPS). Employees may file an application to the other Company through December 31, 2006.

2. Employees who have filed an Area Hire and/or Extended Area Hire Application pursuant to this Flowback Agreement, will be permitted to designate one or more plant locations and to change their selection of plant locations during and after the close of the application period.

C. Placement Process

1. Area Hire Placement

When there are applicants for Area Hire placement between Companies, the following priority will apply in filling openings:

a) Plant recall

b) Plant rehire

c) Laid off employees from the Company with the job opening, who volunteer, will be made job offers in seniority order.

d) Applicants from the other Company will be made job offers in seniority order.

e) The balance of Area Hire job offers will be made in accordance with the provisions of Appendix A of the Company with the job opening.

f) When the number of applicants to be made offers exceeds the number of applicants that could be immediately released, the UAW, GM and Delphi will develop an employee transfer plan that protects the effectiveness of the on-going operations and accommodates timely employee placement.

g) Employees will remain eligible for Area Hire job offers between Companies until they are placed or refuse an Area Hire job offer.

2. Extended Area Hire Placement

a) Eligible applicants for Extended Area Hire placement between Companies will be eligible for a maximum of three (3)

Extended Area Hire job offers to openings. These Extended Area Hire job offers will be made to such applicants in seniority order for their first Extended Area Hire opportunity. After the initial offer, all Extended Area Hire applicants will be combined and job offers will be made in seniority order. To fulfill contractual requirements to hire new employees at one Company, applicants from the other Company will be made job offers in seniority order. When the number of applicants to be made offers exceeds the number of applicants that could be immediately released, the UAW, GM and Delphi will develop an employee transfer plan that protects the effectiveness of the on-going operations and accommodates timely employee placement.

b) Employees will continue to be eligible for Extended Area Hire job offers between Companies until they are placed or refuse three (3) such Extended Area Hire job offers.

3. When a contractual requirement to hire new employees exists at a GM or Delphi plant, the appropriate applicant from the other Company will be made a job offer. The placement of the applicant will result in a new hire backfill at the sending plant. An applicant so placed will satisfy the contractual new hire requirement.

For the period of 10-1-03 through 9-14-07 contractual requirements to hire new employees will be filled in a ratio of 2:1 (i.e., 2 Flowbacks and 1 New Hire).

When it is otherwise necessary, i.e. a non-

contractual requirement, to add new employees at a GM or Delphi plant, the appropriate applicant from the other Company will be made a job offer. The placement of the applicant will result in a backfill at the sending plant in the following order: (1) a Protected Status employee being placed on active status, (2) recalling an employee from layoff, or (3) by hiring new employees.

4. The provisions of this Flowback Agreement provides for one Company to Company placement per employee.

5. Employees who have broken seniority pursuant to Paragraphs 64(a) through 64(d) or Paragraph 111(b) will be eligible to file an Area Hire and/or Extended Area Hire Application to the other Company under this Flowback Agreement.

D. Recall and Rehire Rights

The separation of GM and Delphi does not impact recall and/or rehire rights at either Company. Employees who retire from one Company will not be eligible for placement at the other Company.

E. Employees on Leave

Employees on leaves of absence from either Company must return to active status at the plant from which they are on leave in order to be eligible for placement pursuant to the terms of this Flowback Agreement.

F. Skilled Trades

1. Skilled Trades employees with unbroken GM or Delphi skilled trades seniority, who apply for transfer between Companies, will be given

the opportunity to file Area Hire and/or Extended Area Hire Application for a skilled trades job opening and/or a non-skilled job opening.

2. Skilled Trades employees with unbroken GM or Delphi skilled trades seniority, who apply for transfer between Companies, currently working as a non-skilled employee may file an Area Hire and/or Extended Area Hire Application for a skilled trades job opening and/or a non-skilled job opening.

G. Apprentices

It is understood that Paragraph (113a) and Document 20 will apply between GM and Delphi.

H. Employee Placement System and Placement Process Impact

During the implementation of this Flowback Agreement, it is recognized that an increase in placement activity may occur. Any issues related to the implementation of this Flowback Agreement will be addressed promptly by the GM and UAW National Parties and/or Delphi and UAW National Parties.

It is further understood that the National Parties may also mutually agree to deviate from this process.

Delphi Business Units

Delphi Operating Units

- Delphi Energy & Chassis-Saginaw Manufacturing
- Delphi Energy & Chassis-Sandusky
- Delphi Automotive Holdings Group-Needmore Road
- Delphi Delco-Kokomo
- Delphi Delco-Milwaukee
- Delphi Automotive Holdings Group-Anderson
- Delphi Energy & Chassis-Coopersville

- Delphi Automotive Holdings Group-Fitzgerald
- Delphi Automotive Holdings Group-Flint East
- Delphi Automotive Holdings Group-Flint West
- Delphi Energy & Chassis-Grand Rapids
- Delphi Energy & Chassis-Laurel
- Delphi Energy & Chassis-Milwaukee
- Delphi Automotive Holdings Group-Olathe Battery
- Delphi Energy & Chassis-Rochester
- Delphi Energy & Chassis-Wichita Falls
- Delphi Safety & Interior-Adrian
- Delphi Safety & Interior-Columbus
- Delphi Automotive Holdings Group -Athens
- Delphi Steering-Saginaw
- Delphi Harrison Thermal-Lockport
- Delphi Automotive Holdings Group -Tuscaloosa

Delphi Closed/Consolidated Units

- Inland Fisher Guide-Detroit
- Inland Fisher Guide- Elyria
- Inland Fisher Guide- Euclid
- Inland Fisher Guide- O'Fallon
- Inland Fisher Guide-Tecumseh
- Inland Fisher Guide-Sioux City
- Inland Fisher Guide-Syracuse
- Delphi Chassis-Bristol
- Delphi Chassis-Livonia
- Delphi Energy & Engine-Albany
- Delphi Energy & Engine-Muncie Battery (Consolidated)
- Delphi Interior - Trenton

26. Center for Human Resources

Whenever a reference to the UAW-Delphi Center for Human Resources (CHR) or a related activity appears, it shall be deemed to refer to the UAW-GM Center for Human Resources (CHR) and, as appropriate in the context, the services, programs and activities provided through, and the facilities owned, operated or otherwise

provided by, or associated with the UAW-GM CHR (including Document No. 40 of the GM-UAW National Agreement).

27. Ratification and Effective Date

A. The new Agreement shall become effective on the first Monday following the date on which the Corporation receives satisfactory notice from the International Union that the new Agreement has been ratified by the Union membership provided that the Corporation receives said notice from the International Union on or before October 19, 2003.

B. No provision of the new Agreement shall be retroactive prior to the date such Agreement becomes effective, unless otherwise specifically stated therein.

[See Par. (222)]

28. New Vehicle Purchase Program

Delphi employees who acquire seniority on or before the expiration of the 1999 Delphi-UAW National Agreement will continue to be eligible through September 14, 2007, to participate in the GM New and Used Vehicle Purchase Program in accordance with policies in effect for GM hourly employees. Under either program, it is the responsibility of the Delphi employee to take delivery of the new or used vehicle by September 14, 2007.

29. Service Parts Purchase

Delphi employees who acquire seniority on or before the expiration of the 1999 Delphi-UAW National Agreement will continue to be eligible for coverage under GM policies in effect for GM hourly employees regarding the purchase of parts from GM's Service Parts Operations through September 14, 2007.

30. Counterpart Signatures

The signatures hereon shall be applicable to each of the various written agreements to which each party has committed itself in the same manner and with the same effect as if physically subscribed thereon.

The parties hereto, each by its duly authorized officials and representatives hereby accept this Contract Settlement Agreement and each and all terms and conditions thereof.

INTERNATIONAL UNION, UAW	DELPHI CORPORATION
RON GETTELFINGER	J. T. BATTENBERG III
RICHARD SHOEMAKER	ALAN DAWES
JIM BEARDSLEY	MARK WEBER
HENDERSON SLAUGHTER	DAVE WORLEEN
JOE SPRING	DON RUNKLE
BILL STEVENSON	RODNEY O'NEAL
DAVE CURSON	KEVIN M. BUTLER
JIM SHROAT	RALPH E. HANDLEY
RON BIEBER	ATUL PASRICHA
SCOTT CAMPBELL	STEVEN L. GEBBIA
ANTONIO ORTIZ	DARRELL R. KIDD
TOM WALSH	NICK HOTCHKIN
TOM WEEKLEY	MARK CASHDOLLAR
WILLIE WILLIAMS	ROBERT GERLING
LEON SKUDLAREK	ED GOETTL
ESTHER CAMPBELL	DON HOOPER
HAROLD COX	MARK LEWIS
GREG FEDAK	CHARLES MCWEE
MARK KELLY	BERNARD J. QUICK
FAYE MCAFEE	JUDY MATZELLE
RICK MCKIDDY	M. BETH SAX
PAUL MITCHELL	FRANK KUPLICKI
HAROLD SHELTON	SCOTT HARRIS
DAVID SHOEMAKER	DAVID BODKIN
LAWRENCE SMITH	MICHAEL S. FLIGSTEIN
MAURICE STATEN	THOMAS SMITH
CINDY SUEMNICK	DAVE CAIROLI
LARRY SZUMAL	DR. SALVATORE GALANTE
RON BROGAN	KARL BOSSUNG
BOB BUENO	THOMAS B. ARNOLD

INTERNATIONAL UNION, UAW	DELPHI CORPORATION
MIDGE COLLETTE	BRENDA D. PAGE
MARK HAWKINS	LARRY B. PEOPLES
JIM JENKINS	DAVE PETTYES
LEE JONES	MARK A. WINFIELD
MIKE JONES	RICH BALGENORTH
LARRY KUK	JOHN L. DEMARCO
RICK O'DONNELL	PAT MCDONALD
DARRELL SHEPARD	EVELYN JESTER
CLYDE SIMS	LESLEY MARCOTT
RAY ALLEN	JAMES PETRIE
PAUL ALLMAND	MARK PIERCE
GORDON ANDREWS	DEBORAH DOUGLAS
NATE BEARDSLEY	DEBORAH FRANCE
CHARLIE BEST	DALE JOHNSON
JIM BLAINE	NANCY JULIUS
RON BLYTHE	BRIAN C. STUDER
JOAN BRYANT	SHARON L. SMITH
REBECCA CABREROS	MICHELLE TRIMBLE
PATTI CAMPBELL	RENEE ATKINSON
DEBBIE CHAMBERLAIN	BETH BROWN
JERRY CHOTKOWSKI	PAUL CAIGOY
JAMES CIOTTI	STEPHANIE DAMERON-CLARK
JERRY CLIFTON	DEANNA DOROGY
JIM CLIFTON	CHRISTINE DARBY
TIM COBB	GARY ELLIOTT
CHARLIE COY	LAURA HARDY
BRYAN CZAPE	JOANNA KAPLAN
SHELLEY CZEIZLER	CHRIS KRUMINS
STEVE CZERNESKI	LESIA MAHON
GEORGE DAKURAS	DENNIS RIPPEL
DICK DIFFIN	GREG SCHMIEDEKNECHT
TERRI DOLAN	MELINDA J. WILEY
DON DOUGLAS	CRISTINA M. ZATEK
DAVE DREMER	LUCE RUBIO
SCOTT FARRADAY	ARTHUR HUBER
JOHN FEDEWA	
TOM FORD	
BILL FREEMAN	
RON GRAHAM	
MOSES GREEN	
MIKE GRIMES	
CHARLIE GROSS	
LESLIE HALIBURTON	
FRANK HAMMER	

INTERNATIONAL UNION, UAW

Bill Hayes
Ken Holder
Diana Hrovatin
Mohammed Isa
Dave Kagels
Jim King
Tom Kinman
Pete Korolenko
Dave Koscinski
Dan Lack
James Lake
Diane Lawton
Randy Lentz
Reg McGhee
Steve McLimans
Greg Nelson
Don Newton
Kris Owen
Ed Parker
Linda Patton
Rita Persinger
Steve Raich
Fred Raspberry
Bonni Reffitt
Lorenzo Rivera
John Rupp
Russ Russaw
Bill Savage
Jim Saylor
Rene Schutte
Bill Scrase
Darrell Smith
James Stevens
Stan Stoker
Tom Struckman
Crickett Sweet
Libby Tomasko
Eddie Trent
Kenny VanHorn
Dwayne Waldrop
Ron Walker
Joanna Whitaker
Michael Wilson
Al Yelle

STATEMENT ON TECHNOLOGICAL PROGRESS

During negotiations the International Union has claimed that certain work which is performed at some plant locations where the UAW is the certified bargaining representative of certain employees has been improperly assigned to non-represented employees of Delphi Corporation.

The Corporation is mindful of the Union's concern regarding the scope and work content of job classifications of employees in the UAW bargaining unit and how such may be affected by advancing technology. Accordingly, the Delphi-UAW Skilled Trades and Apprentice Committee will meet periodically to discuss matters concerning new or advanced technology that cannot be resolved locally and are referred to it by local unions or local managements as well as claims of erosion of the bargaining unit.

Since the first National Agreement of June 24, 1940, many necessary changes in methods and processes have had an impact upon the scope and work content of job classifications of both represented and non-represented employees.

Advancing technology has created, and will continue to create, new and more complex problems bearing upon the work content of job classifications of employees represented by the Union.

It is not the Corporation's policy to assign to non-represented employees work which comes within the scope and content of that normally assigned to represented employees at a particular plant location. The Corporation recognizes that mere novelty or the sophistication of new technology alone is not grounds for withdrawing work from represented employees. Similarly, the Corporation does not believe that the

perimeters of the bargaining unit at a particular plant location should be expanded simply by the introduction of new technology.

It is recognized that advances in technology may alter, modify or otherwise change the job responsibilities of represented employees at plant locations and that a change in the means, method or process of performing a work function including the introduction of computers, energy management systems, modem, art to part, tool cutting paths and fiber optics, CAM, CMM, CAE, 3D Visualization or other new or advanced technology will not serve to shift the work function from represented to non-represented employees. Therefore,

1. Where a work function at a plant location preceded the certification of the Union, the work function will be assigned as it was assigned at the time of certification, unless there has been a written agreement otherwise.

2. Where a work function was introduced at a plant location following the certification of the Union, the work function will be assigned as it was originally assigned, unless there has been a written agreement otherwise.

The Corporation and the International Union are in agreement that the assignment of represented or non-represented employees depends upon the work function involved and not necessarily upon the work tasks required to accomplish such work function.

Notice and Discussion

The Corporation agrees to advanced written notification to local unions at locations planning the introduction of new or advanced technology so as to permit meaningful discussion of its impact, if any, upon skilled or non-skilled employees.

The Chairperson of the Shop Committee, the Personnel Director, and/or their designated representatives will comprise a Plant New Technology Committee. The Local Management will describe for the Plant New Technology Committee the extent to which such technological changes may affect the work performed by represented employees at the plant location involved. The Chairperson of the Shop Committee and the International Union will be provided a written description of the technology involved, the equipment being introduced, its intended use and the anticipated installation date(s). During the discussions the Chairperson of the Shop Committee may include as members of the Plant New Technology Committee, other Local Union representatives such as the Health and Safety Representative, a representative from the Local Joint Skill Development and Training Committee, a member of the Local Apprentice Committee, or other employees, as necessary, in order to review the various matters of concern relative to the introduction of the new technology involved. Accordingly, the parties agreed upon the following examples of situations where notification should be given:

A) The first introduction of a technology as compared to previously existing plant technology.

B) Introduction of a new, more advanced generation of existing technology having a significantly different impact on the bargaining unit.

C) Introduction of a new application of existing technology which has a significantly different impact on the bargaining unit.

The parties also highlighted that the National Agreement provides for notification to take place as far in advance of implementation of the technological change as is practicable. This is not only to enable the Plant New Technology Committee to discuss the impact

such introduction of technology has on the bargaining unit, but also to discuss timely implementation of employee training to prepare them to perform their appropriate functions.

Training

The Union has also voiced concern about the possibility that new, technologically impacted bargaining unit work will not be awarded to represented employees because they are insufficiently trained to perform it. In view of the parties' interest in affording maximum opportunity for employees to progress with advancing technology, as part of the advanced discussion, the parties shall seek to identify appropriate specialized training programs, to be made available as far in advance of the technology's introduction to the plant as practicable, so that employees will be capable of performing new or changed work normally performed by represented personnel.

Dispute Resolution

The following paragraphs set forth a means of resolving disputes concerning particular problems occasioned by advancing technology.

Where the initial introduction of new or advanced technology at a plant location occasions a question of whether:

1) certain new work should be assigned to represented employees,

2) affects the job responsibilities of represented employees, or

3) otherwise impacts the scope of the bargaining unit,

The Plant New Technology Committee will attempt to

resolve the matter without resorting to the Grievance Procedure. Local Management will cooperate in the Plant New Technology Committee's investigation and evaluation of impact issues raised due to the introduction of new or advanced technology. Comments by the Shop Committee will be carefully evaluated by the Local Management in accordance with the Corporation's policy relative to the assignment of work which comes within the scope and content of that normally assigned to represented employees at the plant location. If the issue remains unresolved, either party may request involvement of the Delphi-UAW Skilled Trades and Apprentice Committee. Any remaining unresolved issues may be introduced into the second step of the Grievance Procedure as provided in Paragraph (31) of the National Agreement.

Settlements made by the local parties concerning the assignment of work functions as between represented and non-represented employees in relation to the new or advanced technology discussed will be forwarded to the International Union and the Corporation and will be reviewed by the Delphi-UAW Skilled Trades & Apprentice Committee within thirty (30) days of receipt of the settlement. In the event either the Corporation or the International Union does not approve the settlement following the review by the National Committee, the subject matter in dispute will be referred to the Management-Shop Committee Step of the Grievance Procedure and processed in accordance with the applicable provisions of the Grievance Procedure.

[See CSA #21]

NOTES

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2007

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JUNE

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JULY

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4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

DECEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

2008

JANUARY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

FEBRUARY

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	

MARCH

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

APRIL

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY

S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

JULY

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

AUGUST

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

OCTOBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

NOVEMBER

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

DECEMBER

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			