

# *Agreement*

**Between**

**the**

**UAW**

**and**

**GENERAL MOTORS LLC**



*October 16, 2019*

*(Effective October 28, 2019)*

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## **INTRODUCTION**

The management of General Motors 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.

General Motors 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 General Motors 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**

General Motors LLC 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.

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## **AGREEMENT**

Entered into this 16th day of October, 2019, between General Motors LLC, hereinafter referred to as the Corporation or the Company, 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 Company's plants.

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## **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 Industrial 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.

[See App. D]

**(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. (4il),(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.

**"AUTHORIZATION FOR CHECK-OFF OF DUES**  
**INTERNATIONAL UNION, UNITED AUTOMOBILE, AEROSPACE AND AGRICULTURAL IMPLEMENT WORKERS OF AMERICA (UAW)**  
**DETROIT, MICHIGAN 48214**

LAST NAME	<input type="text"/>	FIRST INITIAL	<input type="text"/>	MIDDLE INITIAL	<input type="text"/>	SOCIAL SECURITY NO.	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	PLANT	<input type="text"/>
ADDRESS (NUMBER AND STREET)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
CITY	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>	STATE	<input type="text"/>	<input type="text"/>	ZIP CODE	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

"To: General Motors Corporation

"I hereby assign to that Local Union of the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW), designated by the International Union to the Corporation, in writing, as having jurisdiction over the unit where I am employed, from any wages earned or to be earned by me as your employee, or from any Regular Benefits to be paid to me under the Supplemental Unemployment Benefit Plan, (in my present or in any future employment by you), such sums as the Financial Officer of said Local Union may certify as due and owing from me as membership dues, including an initiation or reinstatement fee and monthly dues in such sums as may be established from time to time as union dues in accordance with the Constitution of the International Union, UAW. I authorize and direct you or the Trustee of the GM-UAW Supplemental Unemployment Benefit Plan Fund, as the case may be, to deduct such amounts from my pay or from any Regular Benefits and to remit same to the Union at such times and in such manner as may be agreed upon between you and the Union at any time while this authorization is in effect.

"This assignment, authorization and direction shall be irrevocable for the period of one (1) year from the date of delivery hereof to you, or until the termination of the collective agreement between the Company and the Union which is in force at the time of delivery of this authorization, whichever occurs sooner; and I agree and direct that this assignment, authorization and direction shall be automatically renewed, and shall be irrevocable for successive periods of one (1) year each or for the period of each succeeding applicable collective agreement between the Company and the Union, whichever shall be shorter, unless written notice is given by me to the Company and the Union not more than twenty (20) days and not less than ten (10) days prior to the expiration of each period of one (1) year, or of each applicable collective agreement between the Company and the Union whichever occurs sooner.

"This authorization is made pursuant to the provisions of Section 302(c) of the Labor Management Relations Act of 1947 and otherwise.

(Applicant's Signature) \_\_\_\_\_

Date \_\_\_\_\_

(Witness) \_\_\_\_\_

**(4h)** During the life of this Agreement, the Corporation agrees to deduct from the pay of each employee, or notify the Trustee of the GM-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. (4)(d)]

**(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. (4)(d)]

**(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 #11]

**(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 and one half (2.5) hours straight time pay and will be based upon the employee's hourly wage rate, 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 GM-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 that the provisions of this Agreement are being administered in a manner inconsistent with orderly collective bargaining relations, the circumstances will be discussed 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 Central Office 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 Industrial Relations 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 General Motors 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, sexual orientation, or gender identity/expression 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 the Chairperson of the Civil Rights Committee, nor the 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 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	District Com- mittee- persons	Shop Committee Consists of		
			Shop Com- mittee- persons at Large	Total Shop Com- mittee persons	
Up to 51	2	2	0	2	
51 to 500	{ <i>Plan A</i>	3	3	0	3
	{ <i>Plan B</i>	2	2	1	3
500 to 1000	{ <i>Plan A</i>	5	5	0	5
	{ <i>Plan B</i>	4	4	1	5
1000 to 1500	{ <i>Plan A</i>	7	7	0	7
	{ <i>Plan B</i>	6	6	1	7
1500 to 2500	{ <i>Plan A</i>	6 to 10	7	0	7
	{ <i>Plan B</i>	6 to 10	5	2	7
2500 to 3500	{ <i>Plan A</i>	10 to 14	5	2	7
	{ <i>Plan B</i>	10 to 14	4	3	7
3500 to 5000	{ <i>Plan A</i>	14 to 20	4	3	7
	{ <i>Plan B</i>	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 <sup>(1)</sup>	In any district
Meetings with Management	None	On Meeting Days <sup>(4)</sup>		
Handle other legitimate representation functions. <sup>(2)</sup>	In their respective districts	In their respective districts	In their respective zones <sup>(3)</sup>	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. 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 NAO Industrial 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 sub-committee where established).

(32) In plants in which sub-committees are established, cases not adjusted by the sub-committee 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, signed by the Plant Manager or an authorized Management representative. Three copies of the Union's statement 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 Industrial 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 Director of Labor 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 Industrial Relations Staff of the Corporation in Detroit 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, Profit Sharing Plan, Personal Savings Plan, Legal Services Plan, Supplemental Unemployment Benefit Plan, or Dependent Care Reimbursement Plan, 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. 27]

[See CSA #8]

[See Exhibit D GIS Elimination Letter]

**(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) a J.I.T. or Journeyperson 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 General Motors.

**(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. (202g)]

(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 GM 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),(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 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 therefor (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 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 Doc. 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,II(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),(203c)]

[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:

**(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 October 15, 1984 and prior to January 1, 2000.
4. All time worked in a temporary supervisory position that did not exceed 120 days in any calendar year between January 1, 2000 and December 31, 2011.
5. All time worked in a supervisory position that does not exceed 180 days in any calendar year subsequent to January 1, 2012.

Such employee will be returned to the classification in the department or group previously held prior to leaving the bargaining unit if such assignment did not exceed sixty (60) days. However, if such last previously held classification in the department or group 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.

When an employee is transferred from the bargaining unit to a supervisory position, the Chairperson of the Shop Committee will be given a letter specifying the employee's name. When such supervisory employee is returned to a job classification in the bargaining unit, the Chairperson of the Shop Committee will be given a letter notifying of such transfer back into the bargaining unit. The transfer of an employee from a supervisory position back into the bargaining unit will not result in the layoff of a seniority employee.

[See Doc. 141]

**(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 employee's 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. 44,45,53,54,55]

**(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)**

**Compensated Hours shall include pay for time off in accordance with:**

**Paragraphs 109, 191, 192, 194, 203, 206, 218, 218(b)**

[See Par. (71),(101)(i),(127)(d)(3)]

[See Memo-Overtime]

[See Doc. 83]

(81) 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 Doc. 2]

[See CSA #10]

(83) Hourly employees will be compensated as follows:

### **Straight Time**

(84)(a) For the first forty (40) compensated hours in the employee's working week, less all time for which holiday overtime has been earned.

**(84)(b)** Employees who are on an approved and verified leave of absence pursuant to paragraph 109 will receive credit toward the forty (40) hour minimum threshold for overtime premium payment.

### **Time and One Half**

**(85)** For time compensated in excess of forty hours in the employee's working week, less all time for which holiday overtime has been earned.

### **Double Time**

**(86)** Employees will receive double time for hours worked on Sundays as follows:

- for all hours worked on a calendar Sunday on a shift which starts on Sunday,
- for time worked during the first eight (8) hours on a shift which starts on Sunday, and runs over into the calendar Monday,
- and for time worked in excess of the first eight (8) hours on a shift which starts on Saturday and runs over into the calendar Sunday.

Employees will receive double time for time worked on each holiday specified in Paragraph (203) as follows:

- for all hours worked on the calendar specified holiday, for a shift which starts on a calendar specified holiday,
- for time worked during the first eight (8) hours on a shift which starts on each holiday specified in Paragraph (203), and runs over into the day after a holiday,
- and for time worked in excess of the first eight (8) hours on a shift which starts the day before a holiday and runs over into a calendar holiday.

[See Par. (213)]

[See Doc. 2,3]

[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 compensated hours in excess of forty hours in the employee's working week, 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 provided the employee has been compensated in excess of forty (40) hours.

[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 provided the employee was compensated in excess of forty (40) hours.

(3) Employees who are compensated in excess of forty (40) hours in their working week 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 provided they have been compensated in excess of forty (40) hours during the work 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, 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:

<b>Schedule Shift Starting Time</b>	<b>Amount of Regular Shift Premium</b>	<b>Amount of Conditional Shift Premium</b>
(1) On or after 11:00 a.m. and before 7:00 p.m.	Five per cent	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 per cent	
(3) After 4:45 a.m. and before 6:00 a.m.	Ten per cent 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 #10]

### **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)]

**(96)** When there is a transfer of major operations between plants, the case may be presented to the Company 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]  
[See Doc. 104]

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

[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 Company.

(c) Employees, active or laid off, who do not select to receive a Relocation Allowance will be held to the parameters described in Paragraph 96a(2)(c).

(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 \$30,000, \$6,000 of which will be provided as a signing bonus to cover miscellaneous up-front cash expenditures. An additional amount of \$16,000 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 \$8,000 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. In the event the plant has employees on indefinite layoff 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 GM locations and, therefore, not be eligible for recall/rehire or Return to Former Community.

Detailed information regarding payments and other Relocation Help Services regarding the Enhanced Relocation Allowance will be made available to employees.

(b) Option 2 - Modified Enhanced Relocation:

The Modified Enhanced Relocation option is available only to employees transferred involuntarily under the provisions of Appendix A, Extended Area Hire.

Employees will receive a Relocation Allowance up to a maximum of \$30,000, \$4,800 of which will be provided as a signing bonus to cover miscellaneous up-front cash expenditures.

In addition, spousal relocation assistance will be provided.

If they continue to be employees at the new location, the following schedule of additional payments will be made on the anniversary of their start date:

After 1 year: \$5,200

After 2 years \$10,000

After 3 years \$10,000

Employees choosing the Modified Enhanced Relocation may be recalled as soon as practicable taking into consideration the operational impact to the sending and receiving plants and may exercise Return to Former Community rights after six (6) months of employment at the new location.

Employees who choose to Return to their Former Community are not entitled to receive any additional relocation payments. In addition, employees refusing to Return to Former Community are not entitled to receive the \$6,000 payment for relinquishing their Return to Former Community rights.

(c) Option 3 - Basic Relocation:

Employee will receive Relocation Allowance in the amount of \$5,000.

The employee who accepts the Basic Relocation Option will be eligible to apply for return to former community after working at the plant of relocation for a period of six (6) months or upon indefinite layoff from the plant of relocation (Seniority Return to Former Community–Section VI). The employee may submit an Extended Area Hire application in accordance with the Memorandum of Understanding Employee Placement (Section II – Extended Area Hire) after working at the plant of relocation for a period of one (1) year or upon indefinite layoff from the plant of relocation.

If an employee is recalled or rehired to a former plant and elects to return to that plant, the employee will be returned as soon as practicable taking into consideration the operational impact to the sending and receiving plants.

[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.

[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)(a) **General Increases.** Employees whose straight time hourly wage rate was \$29.10 or more as of September 14, 2020, shall receive an increase to their base wage rate (exclusive of shift premium, seven-day operator premium, and any other premiums) on the effective date of this Agreement in accordance with the table below.

### Straight Time

#### Hourly

Wage Rate	Wage Increase
<u>Less than 29.10</u> .....	<u>\$0.86</u>
<u>29.10 - 29.16</u> .....	<u>\$0.87</u>
29.17 - 29.49 .....	\$0.88
29.50 - 29.83 .....	\$0.89
29.84 - 30.16 .....	\$0.90
30.17 - 30.49 .....	\$0.91
30.50 - 30.83 .....	\$0.92
30.84 - 31.16 .....	\$0.93
31.17 - 31.49 .....	\$0.94
31.50 - 31.83 .....	\$0.95
31.84 - 32.16 .....	\$0.96
32.17 - 32.49 .....	\$0.97
32.50 - 32.83 .....	\$0.98
32.84 - 33.16 .....	\$0.99
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
36.50 - 36.83 .....	\$1.10
36.84 - 37.16 .....	\$1.11
37.17 - 37.49 .....	\$1.12
37.50 - 37.83 .....	\$1.13
37.84 - 38.16 .....	\$1.14
38.17 - 38.49 .....	\$1.15
38.50 - 38.83 .....	\$1.16
38.84 - 39.16 .....	\$1.17
39.17 - 39.49 .....	\$1.18
39.50 - 39.83 .....	\$1.19
39.84 - 40.16.....	\$1.20

(98)(b) Effective September 19, 2022, employees who were eligible for a base wage increase pursuant to Paragraph (98)(a) above shall receive a second base wage increase to their straight time hourly wage rate (exclusive of shift premium, seven-day operator premium, and any other premiums) in accordance with the table defined in Paragraph (98)(a).

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 tables will determine the rate for the classification where there is a conflict with such wage rule.

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

**(99)(a) Performance Bonus Lump Sum Payments.**

During the current negotiations, the parties agreed to provide a lump sum payment to each eligible employee represented by the Union in accordance with the following table:

<b>Eligibility Date</b>	<b>Amount</b>	<b>Payable During Week Ending</b>
May 15, 20 <u>20</u>	\$1,000	June <u>14</u> , 20 <u>20</u>
May 15, 20 <u>21</u>	\$1,000	June <u>13</u> , 20 <u>21</u>
May 15, 20 <u>22</u>	\$1,000	June <u>12</u> , 20 <u>22</u>
May 15, 20 <u>23</u>	\$1,000	June <u>11</u> , 20 <u>23</u>

Eligible employees are defined as those whose status with the Company as of the eligibility date is one of the following:

- Active with seniority;
- On temporary layoff status;
- On leave pursuant to Family and Medical Leave Act;
- On one of the following leaves of absence which has not exceeded ninety (90) days as of the eligibility date:
  - o Informal (Paragraph 103)
  - o Formal (Paragraph 104)
  - o Sickness and Accident (Paragraphs 106/108)
  - o Military (Paragraphs 112 or 218[a])
  - o Educational (Paragraph 113)

In addition, should the International Union, UAW-GM Department raise any question of equity in application regarding specific employees, the Company agrees to meet on such cases in order to review the facts.

**(99)(b)** An otherwise eligible employee who, during the twelve (12) month period immediately preceding the eligibility date, retires or dies will be eligible for partial payment of the Performance Bonus Lump Sum in accordance with the following table:



<b>Weeks Worked</b>	<b>Amount of Payment</b>
13 Weeks but Less than 26 Weeks	\$250
26 Weeks but Less than 39 Weeks	\$500
39 Weeks or more	\$750

For employees who have died, such Performance Bonus Lump Sum 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 Company in its discretion may determine.

**(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) Performance Bonus Payments.** A Performance Bonus payment will be made to each employee who was also eligible for a base wage rate increase pursuant to Paragraphs (98)(a) and (98)(b) in accordance with the table below. In addition, In-Progression employees hired on or after November 16, 2015, will become eligible for this Performance Bonus Payment, after reaching the max of their respective wage table. However, employees who received a base wage increase in September 2019 will not be eligible for the Performance Bonus Payment in 2019.

<b>Eligibility Date</b>	<b>Amount</b>	<b>Payable Week Ending</b>
<u>October 7, 2019</u>	Four percent (4%) of Qualified Earnings	<u>November 3, 2019</u>
September <u>20,</u> <u>2021</u>	Four percent (4%) of Qualified Earnings	October <u>17,</u> <u>2021</u>

An employee shall become eligible for a Performance Bonus payment as hereinafter defined, provided the 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 the designated eligibility date falls.

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

- Hourly Base Wages\*
- Shift Premium\*
- Vacation Entitlement
- Holiday Pay
- Seven-Day Operator Premium
- Bereavement Pay
- Jury Duty Pay
- Apprentice Pay
- Call-In Pay
- Short Term Military Duty Pay

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

**(101)(a)** An employee who retires during the Performance Bonus eligibility year provided in Paragraph (99)(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 (99)(b).

**(101)(b)** 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 Paragraph (101) 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 Company in its discretion may determine.

**(101)(b)(1)** *(This paragraph was deleted during 2015 National Negotiations.)*

**(101)(b)(2)** *(This paragraph was deleted during 2011 National Negotiations.)*

**(101)(c)** Employees functioning as a Team Leader shall receive a one (1) dollar per hour premium above the base wage rate of the classification which the employee held prior to becoming a Team Leader.

**(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.

This provision does not apply to employees covered under the “Entry Level Memorandum of Understanding.”

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

[See Doc. 87]

**(101)(g)** Effective with the date of this Agreement, \$2.03 shall be deducted from the \$2.08 Cost of Living Allowance in effect immediately prior to that date and \$2.03 shall be added to the base wage rates (minimum, intermediary and maximum) for each classification in effect on that date (excluding employees covered by the “Entry Level Memorandum of Understanding”), 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:**

December 3, 2007  
First pay period...  
beginning on or after:  
March 3, 2008 and at  
three-calendar month  
intervals thereafter  
to June 6, 2011.

**Based Upon Three-Month Average  
of the Consumer Price Index For:**

August, September, October, 2007  
November, December, 2007 and  
January, 2008 and at three-  
calendar month intervals thereafter  
to February, March, April, 2011.

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 197.23 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 December 2, 2007. Effective December 3, 2007 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:

<b>Three-Month Average Consumer Price Index</b>	<b>Cost of Living Allowance</b>
197.23 or less .....	None
197.24 – 197.31 .....	1¢ per hour
197.32 – 197.39 .....	2¢ per hour
197.40 – 197.47 .....	3¢ per hour
197.48 – 197.56 .....	4¢ per hour
197.57 – 197.64 .....	5¢ per hour
197.65 – 197.72 .....	6¢ per hour
197.73 – 197.80 .....	7¢ per hour
197.81 – 197.88 .....	8¢ per hour
197.89 – 197.96 .....	9¢ per hour

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

i. For each increase to the Cost of Living Allowance beginning on December 3, 2007 and continuing into perpetuity, the amount of increase payable to employees shall be reduced by two cents (2¢) per three-month period, or by the amount of the increase whichever is less.

ii. For each increase to the Cost of Living Allowance during the fifteen three-month periods beginning December 3, 2007 and ending June 6, 2011, the amount of increase payable to employees shall be reduced by four cents (4¢), or by the amount of the increase whichever is less. The sum of the diversions during this period will continue into perpetuity.

iii. For each increase to the Cost of Living Allowance during the fifteen three-month periods beginning December 3, 2007 and ending June 6, 2011, the amount of increase payable to employees shall be reduced by four cents (4¢), or by the amount of the increase whichever is less.

The diversions referenced herein will be diverted in the order as referenced above.

Following the adjustment for the three-month period beginning June 6, 2011, 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 6, 2011.

[See Par. (101)(e)]

[See Doc. 87]

**(101)(i)** The amount of any Cost of Living Allowance provided for in Paragraph (101)(d) 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)** The 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 Leaves 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 or to provide assistance in the case of a public emergency (e.g., disaster relief) if designated as such by an appropriate agency of the U.S. Government. If circumstances require, the duration of the original leave may be for a period up to thirty months.

[See Par. (111)]

[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)

[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. (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 Industrial Relations Staff of the Corporation in Detroit 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)]

[See App. A(V)]

**(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. (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 General Motors 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 General Motors 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 Industrial 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 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 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, Profit Sharing Plan, Personal Savings Plan, Legal Services Plan, or Dependent Care Reimbursement 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 #11]

[See Exhibit D GIS Elimination Letter]

(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 Company 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)

### **GM-UAW Skilled Trades and Apprentice Committee**

(122) A GM-UAW Skilled Trades and Apprentice Committee will be established, composed of three representatives of General Motors 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 GM-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 GM-UAW Skilled Trades and Apprentice Committee are made a part of this Agreement.

**c.** To review and revise, when necessary, the GM-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 journeypersons by classification included in the ratio of apprentices in training to journeypersons.

[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 GM-UAW Skilled Trades and Apprentice Committee.

**f.** 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 #20]

**g.** To review the status of journeyperson-in-training (JIT) programs.

**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 Apprentices and Skilled Trades Sections of this Agreement may be appealed to the Umpire in accordance with Paragraph (55).

[See Par. (46)]

**(123)** Revised shop and related training schedules will be adopted for new apprentices entering into current apprenticeable trade classifications. The revisions will also apply to 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 GM-UAW Skilled Trades and Apprentice Committee, together with the reason for requesting the deviation, for consideration.

[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 journeypersons 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 on an as needed basis. 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. Issues unresolved at the local level may be referred to the GM-UAW Skilled Trades and Apprentice Committee for resolution.

[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 journeypersons in the trades involved.

**(b)** To study other matters that may involve the training of apprentices by journeypersons in the shop. When machinery, equipment or material is introduced or modified and new skills are required in the journeyperson

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) Receive transcripts for applicants from the approved educational institutions and forward copies to the National Apprentice Committee. The National Committee, upon review of the transcript, may authorize the Local Apprentice Committee to issue a Skilled Trades Apprenticeship Readiness Certificate (STARC). Certified applicants may then submit an apprentice program application to the Local Apprentice Committee who will forward copies to the National Apprentice Committee.

[See Doc. 20,62,63]

(d)(2) When necessary, the Apprentice Coordinator will make arrangements to temporarily assign a Union member of the Local Apprentice Committee to another shift 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 internal seniority and an external non-seniority STARC Ready List containing the name, plant employment information and trades applied for by each apprentice applicant. Apprentice selections shall be at a maximum ratio of one (1) external non-seniority applicant for every three (3) GM-UAW seniority applicant. Seniority applicants will be selected in descending order of corporate seniority in accordance with the Apprentice Selection Procedure; however, more selections from the non-seniority 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.

(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 to complete the STARC



requirements.

[See Memo-Tuition Assistance Plan]

**(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 Company, 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 journeypersons by classification included in the ratio of apprentices in training to journeypersons.

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

### **Apprenticeship Eligibility Requirements**

(130) In order to be eligible for consideration for apprenticeship, all applicants must meet the requirements for the STARC program. 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 GM-UAW Skilled Trades and Apprentice Committee, or meet the alternative requirements set forth in the GM-UAW Standard Apprentice Plan. The new employee applicant must be at least age 18 or otherwise consistent with applicable State and Federal laws.

[See Par. (127)(d) & (f)]

[See Doc. 62, 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 the apprentice program, provided they have received a STARC certificate from 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 another skilled classification.

If such applicants meet all of the requirements for apprentice training as established in the GM-UAW Standard Apprentice Plan their applications will be considered for the apprentice program (consistent with applicable State and Federal laws). 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 General Motors plant.

[See Doc. 62, 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 GM-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 #20]

## **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)(b)]

(b) 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 journeypersons 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 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).

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 Company'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 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)]

(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 Journeypersons**

(140) The number of new apprentices who may be enrolled shall be determined on the basis of the number of journeypersons employed for the program averaged over the preceding twelve (12) months. The ratio of apprentices in training to journeypersons should not exceed one (1) apprentice to eight (8) journeypersons. However, the Union agrees that local

Management can establish a ratio of apprentices to journeymen in excess of the one (1) to eight (8) ratio, but not to exceed a ratio of one (1) apprentice to five (5) journeymen. 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 in the same classification are laid off due to a permanent reduction in force will be referred to the GM-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 in that trade is laid off. The ratio of apprentices in training to journeymen will be based on the average number of journeymen 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 are laid off, any monthly computation results in a ratio in excess of one (1) apprentice to eight (8) journeymen, 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]

## **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 GM-UAW Skilled Trades and Apprentice Committee.

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

[See App. I]

[See Doc. 65]

[See Statement on Technological Progress]

## **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 journeypersons 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)]

[See App. I]



(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 paid an allowance of \$500.00 for the purchase of tools, books, and supplies. In addition, apprentices will be furnished an appropriate tool box, which will become the property of the apprentice upon graduation. Upon satisfactory completion of the first period of 916 hours of work they will be paid an additional allowance of \$500.00 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 \$1,800.00 including credit granted for prior experience pursuant to Paragraph (132) less any such payments previously received.

## **Apprentice Training Agreement**

(144) All apprentices 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 650 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 720 hours may be jointly recommended for specific classifications by the Local Apprentice Committee subject to approval by the GM-UAW Skilled Trades and Apprentice Committee.

[See Par. (122)f,(127)(m),(137)(d),(148)]

[See Doc. 65]

[See CSA #19]

(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)(b)]

[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 Company 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. However, if an apprentice does not meet the minimum grade criteria of a “C” or higher, they will be required to retake the specific class on their own time and at their expense.

[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 #20]

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

[See Par. (145)]

[See CSA #20]

**(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 journeyperson status.

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

## Certificate of Completion

(150) Upon completion of apprenticeship, a certificate, a copy of which is contained in the General Motors-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) On 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 Schedules:

For apprentice shop training schedules requiring 7328 hours:

<b>Apprentice Training Period</b>	<b>Hourly Rate*</b>
1st 916 Hours	<u>\$29.23</u>
2nd 916 Hours	<u>29.39</u>
3rd 916 Hours	<u>29.39</u> plus 9% of "Rate Difference"
4th 916 Hours	<u>29.39</u> plus 20% of "Rate Difference"
5th 916 Hours	<u>29.39</u> plus 33% of "Rate Difference"
6th 916 Hours	<u>29.39</u> plus 48% of "Rate Difference"
7th 916 Hours	<u>29.39</u> plus 66% of "Rate Difference"
8th 916 Hours	<u>29.39</u> 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.

For apprentice shop training schedules requiring 7920 hours:

<b>Apprentice Training Period</b>	<b>Hourly Rate*</b>
1st 990 Hours	<u>\$29.23</u>
2nd 990 Hours	<u>29.39</u>
3rd 990 Hours	<u>29.39</u> plus 9% of “Rate Difference”
4th 990 Hours	<u>29.39</u> plus 20% of “Rate Difference”
5th 990 Hours	<u>29.39</u> plus 33% of “Rate Difference”
6th 990 Hours	<u>29.39</u> plus 48% of “Rate Difference”
7th 990 Hours	<u>29.39</u> plus 66% of “Rate Difference”
8th 990 Hours	<u>29.39</u> plus 86% of “Rate Difference”

\*The “Rate Difference” shall be determined by subtracting the sum of \$.20 and the Hourly Rate for the 2nd 990 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 GM employees transferred from other GM-UAW locations, shall be transferred at their current rate of pay, provided, however, that in no event will their 1st Period Rate be lower than the Hourly Rate set forth above. Upon completion of each period, they shall be paid as contained in the schedule above or their current rate, whichever is higher, and shall be paid such rate until they qualify for a higher rate in accordance with the Apprentice Rate Schedule.

The \$29.23 and \$29.39 rates shown in the above paragraph will become \$30.11 and \$30.27 on September 14, 2020. The rates \$30.11 and \$30.27 will become \$31.01 and \$31.18 on September 19, 2022.

Upon graduation, apprentices will receive an increase, to the journeypersons rate 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 straight time hourly wage rates for individual apprentices shall be determined only in accordance with the provisions of this Paragraph (151).

[See Par. (132)(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 is anticipated. Where qualified journeymen are not available either through new hires, from journeymen 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 Doc. 63]

(153) *(This paragraph was deleted during 2011 National Negotiations.)*

(154) *(This paragraph was deleted during 2011 National Negotiations.)*

(155) Employees transferred to an apprenticeable skilled trades classification in which they do not hold journeyman status, shall be reclassified in the skilled

trades classification in which they are working as a journeyperson -in-training (e.g., “ Millwright [J.I.T.]”, “Tool Maker [J.I.T.]”). Upon successful completion of training, the J.I.T. will be reclassified as a journeyperson in such classification in accordance with provisions of Paragraph (166a).

[See App. B,C]

**(156)** *(This paragraph was deleted during 2011 National Negotiations.)*

**(157)(a)** *(This paragraph was deleted during 2015 National Negotiations.)*

**(157)(b)** *(This paragraph was deleted during 2015 National Negotiations.)*

**(158)** *(This paragraph was deleted during 2015 National Negotiations.)*

### **Seniority of “Journeypersons-in-Training”**

[See App. I]

**(159)** Journeypersons-in-Training (J.I.T.) shall retain and accumulate seniority in the seniority group in which it is established at the time of their transfer to the journeyperson-in-training status.

[See Doc. 63 & 112]

**(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 journeypersons 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)]

[See App. B,C]

**(161)** *(This paragraph was deleted during 2015 National Negotiations.)*

**(162)** *(This paragraph was deleted during 2015 National Negotiations.)*

### **Wage Rates of “Journeypersons-in-Training”**

**(163)** The straight time hourly wage rates for journeypersons-in-training (J.I.T.) in the bargaining unit shall be the rates set forth in the following J.I.T. Rate Schedules:

For apprentice shop training schedules requiring 7328 Hours:

	<b>J.I.T. Training Period</b>	<b>Hourly Rate*</b>
1st	0 - 916 Hrs.	<u>\$29.23</u>
2nd	917-1832 Hrs.	<u>29.39</u>
3rd	1833-2748 Hrs.	<u>29.39</u> plus 9% of “Rate Difference”
4th	2849-3664 Hrs.	<u>29.39</u> plus 20% of “Rate Difference”
5th	3665-4580 Hrs.	<u>29.39</u> plus 33% of “Rate Difference”
6th	4581-5496 Hrs.	<u>29.39</u> plus 48% of “Rate Difference”
7th	5497-6412 Hrs.	<u>29.39</u> plus 66% of “Rate Difference”
8th	6413-7328 Hrs.	<u>29.39</u> 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



journey person's classification for which the J.I.T. is in training. Resultant rates shall be rounded to the nearest 1 cent.

The appropriate placement of a J.I.T. in the Rate Schedule will be determined by subtracting the total number of hours required by the approved retraining plan from (7328) hours.

For apprentice shop training schedules requiring 7920 Hours:

	<b>J.I.T. Training Period</b>	<b>Hourly Rate*</b>
1st	0 - 990 Hrs.	<u>\$29.23</u>
2nd	991-1980 Hrs.	<u>29.39</u>
3rd	1981-2970 Hrs.	<u>29.39</u> plus 9% of "Rate Difference"
4th	2971-3960 Hrs.	<u>29.39</u> plus 20% of "Rate Difference"
5th	3961-4950 Hrs.	<u>29.39</u> plus 33% of "Rate Difference"
6th	4951-5940 Hrs.	<u>29.39</u> plus 48% of "Rate Difference"
7th	5941-6930 Hrs.	<u>29.39</u> plus 66% of "Rate Difference"
8th	6931-7920 Hrs.	<u>29.39</u> plus 86% of "Rate Difference"

\*The "Rate Difference" shall be determined by subtracting the sum of \$.20 and the Hourly Rate for the 2nd 990 Hours from the maximum rate established in the Local Wage Agreement for the journey person's classification for which the J.I.T. is in training. Resultant rates shall be rounded to the nearest 1 cent.

The appropriate placement of a J.I.T. in the Rate Schedule will be determined by subtracting the total number of hours required by the approved retraining plan from (7920) hours.

The \$29.23 and \$29.39 rates shown in the above paragraph will become \$30.11 and \$30.27 on September 14, 2020. The \$30.11 and \$30.27 rates will become \$31.01 and \$31.18 on September 19, 2022.

Upon commencement of the training, in line with the approved training plan, J.I.T.'s shall be paid their current rate until they qualify for a higher rate

in accordance with the J.I.T. Rate Schedule. Upon completion of their training, J.I.T.'s will receive an increase to the journeyperson's rate for the skilled classification to which they are assigned.

Any issues which arise as the result of the implementation of this understanding should be forwarded to the GM-UAW Skilled Trades and Apprentice Committee for resolution.

**(164)** *(This paragraph was deleted during 2015 National Negotiations.)*

### **Journeyman-in-Training (J.I.T.) Tooling Allowance**

**(165)** When a seniority journeyman is retrained, whether under Document #63 or #112, the following provisions will apply:

**(1)** Employees permanently reassigned pursuant to Document #63 will receive a maximum allowance of \$350 at the midpoint of their approved retraining program, to be applied toward the purchase of tools that are unique to the new trade.

**(2)** When employees are consolidated into a new core trade pursuant to Document #112, they, along with all current active employees of the core trade will receive a maximum allowance of \$700 once retraining commences.

**(3)** It is understood that these allowances will not duplicate any similar allowance/grant that the employee has received or might subsequently receive under the terms of any other national or local agreement provisions.

## **Reclassification to Journeyperson Status**

[See App. I]

**(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 journeyperson 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 journeyperson status upon recall to the skilled classification.

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

**(166)(a)** Journeypersons-in-training (J.I.T.) who establish seniority in accordance with Paragraph (155) shall be classified as a journeyperson upon successful completion of their approved retraining plan.

**(167)** In determining whether employees have worked in a skilled trades classification the time required in order to qualify for journeyperson status in that classification pursuant to Paragraph (166) and (166) (a), 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 a journeyperson.

[See Par. (178)]

**(168)** *(This paragraph was deleted during 2011 National Negotiations.)*

**(169)** *(This paragraph was deleted during 2011 National Negotiations.)*

**Seniority Credit Upon Reclassification of  
“Employees-in-Training” and “Employees-  
in-Training-Seniority” to Journeyman**

[See App. I]

(170) Employees reclassified from an employee-in-training (E.I.T.) status to a journeyman status in accordance with the provisions of Paragraph (166), upon reclassification to a journeyman 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 status, employees-in-training-seniority (E.I.T.S.) shall have as their journeyman 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 Journeyperson 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 Journeyperson,  
“Employees-in-Training-Seniority” and  
“Employees-in-Training”**

[See App. I]

(173) Journeypersons 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 journeyperson so classified will be laid off until it is necessary to further reduce the workforce

after employees who have not attained the status of a journeyperson in such classifications, for which the journeyperson is qualified, have been laid off.

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

[See Doc. 66]

**(175)** *(This paragraph was deleted during 2011 National Negotiations.)*

**(176)** *(This paragraph was deleted during 2011 National Negotiations.)*

**(177)** Notwithstanding Paragraph (174), agreements may be negotiated between local Management and the Shop Committee to govern temporary layoff situations.

[See Par. (65)]

[See Doc. 66]

### **Definition of “Journeyperson”**

[See App. I]

**(178)** The term “journeyperson” when used in this Agreement means an employee who: (1) has satisfactorily completed a bonafide apprentice training course with similar standards to the GM-UAW Apprentice Training Program; or (2) one who has properly carried such journeyperson status in any General Motors plant under the terms of previous agreements between the parties; or (3) one who has been reclassified as a journeyperson 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 journeyperson 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.

**(178a)** *(This paragraph was deleted during 2015 National Negotiations.)*

### **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 App. I]

### **Related Training - J.I.T.**

**(180)** The Company agrees to pay, on behalf of journeypersons-in-training (J.I.T.) covered by this Agreement, registration fees and/or tuition required in connection with related training under the journeypersons-in-training (J.I.T.) program, but not to exceed the total number of hours specified in the approved re-training plan.

**(180)(a)** *(This paragraph was deleted during 2011 National Negotiations.)*

**(b)** *(This paragraph was deleted during 2011 National Negotiations.)*

**(c)** *(This paragraph was deleted during 2011 National Negotiations.)*

**(d)** *(This paragraph was deleted during 2011 National Negotiations.)*

**(e)** The Company agrees to pay, on behalf of journeypersons-in-training (J.I.T.) covered by this Agreement, registration fees and/or tuition required in connection with related training under the journeypersons-in-training (J.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 journeyperson-in-training (J.I.T.), 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 journeyperson or newly hired journeyperson-in-training (J.I.T.), within three (3) months from the date on which they acquire seniority and except that employees classified as journeyperson in one skilled trades classification and earning the maximum rate for that classification who are transferred to journeyperson 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)]

[See App. I]

**(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.



## **Work Assignments**

[See App. I]

(182) 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 Company Labor Relations Staff, may attend the conference. In the event the parties are unable to reach an agreement on the work assignments in question, either party may refer the matter to the GM-UAW Skilled Trades and Apprentice Committee for resolution. If the National Parties are unable to resolve the issue, it will be reduced to writing by the local parties and introduced at the appropriate step of the grievance procedure.

[See Doc. 112]

**(182)(a) - (d)** *(These paragraphs were deleted during 2015 National Negotiations.)*

(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 Company-owned machines, tools, or equipment maintained by Company employees.

[See Par. (46)(1)]

[See App. F]

[See Doc. 113]

**(b)** The foregoing shall not affect the right of the Company 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 Company 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. F1]

[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 representa-tives 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 Journeypersons or J.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 General Motors 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) or Paragraph (218b) 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 General Motors plant (base plant) is hereafter broken:

**(a)** pursuant to Paragraph (64)(d) because they elected to remain at the General Motors 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 General Motors plant(s), or (2) are hired at a General Motors 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 General Motors 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:

<b>For an Eligible Employee With Seniority of</b>	<b>Hours of Vacation Entitlement</b>
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:

<b>Pay Periods Worked</b>	<b>Percentage of Hours of Vacation Entitlement</b>
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 as of the last day worked prior to the eligibility date or the highest rate paid during the eligibility year as long as the employee was paid the rate for at least one hundred twenty (120) consecutive calendar days. The higher of the identified rates above will be paid to the employee and will include the attached night shift premium but will not include the overtime premium.

**(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.

[See Doc. 8]

**(195)** Employees who retire or are retired under the provisions of the General Motors 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 General Motors 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 General Motors 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 the first full week of February each year, the local Management will notify the Shop Committee of its decision to schedule one (1) Plant Vacation Shutdown Week. For locations not in launch, where a Plant Vacation Shutdown Week is to be scheduled, such week will be scheduled during the week containing the July 4th holiday.

Plants that have an identified launch may schedule up to two (2) Plant Vacation Shutdown Week(s). Management will identify the specific week(s) such shutdown(s) will occur. For locations in launch, Plant Management may schedule the Plant Vacation Shutdown Week(s) to take place any time during April through November, or, with the local union's agreement, during other week(s) more advantageous to plant operations. The National Parties may also approve certain week(s) that are beneficial to both employees and business needs (e.g. product launches, holiday periods, etc.)

**(202b)** During the first full week of February each year, the local Management will notify the Shop Committee which productive operations, if any, will be scheduled to operate during the Plant Vacation Shutdown Week(s). In addition, Management will provide the Local Shop Committee a detailed review of work to be performed during the launch shutdown week(s). Unforeseen circumstances may require subsequent changes in these announced schedules and will be reviewed with the Shop Committee as soon as is practicable.

**(202c)** 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 Week is scheduled, the dates of such shutdown week are to be included in the employee's vacation schedule. For locations in launch, where a

second Plant Vacation Shutdown Week is scheduled, the dates of such second shutdown week may 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 Week(s) or inventory will be given first consideration for time off during periods other than shutdown period.

**(202d)** Each employee will be given a written disposition of their vacation time off request. Approved vacation time off, exclusive of the time identified as Plant Vacation Shutdown Week(s), 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 the Plant Vacation Shutdown Week(s) is canceled or changed, the employee may reschedule their vacation in accordance with local plant practice.

**(202e)** An active seniority employee who is not scheduled to work during the Plant Vacation Shutdown Week(s), shall use the required Vacation Entitlement hours to cover one (1) Plant Vacation Shutdown Week. Providing the employee does not choose to utilize additional Vacation Entitlement hours for a second Plant Vacation Shutdown Week, the employee will be Excused for the balance of Plant Vacation Shutdown. An active employee without seniority who is not scheduled to work shall be considered on layoff for the entire shutdown period.

**(202f)** An eligible employee who has approved vacation time off in accordance with Paragraph (202c), either through individual vacation scheduling or the

scheduled Plant Vacation Shutdown Week(s), 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).

**(202g)** 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.

**(202h) (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 (202h)(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 (202c);

**(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 (202h)(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 (202h)(1)(e) will be made from their next regular paycheck(s).

[see Par.(191),(192),(193),(193a),(193b)]

[see Doc 93]

## **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 11, 2019 Veterans' Day (Observed)  
(or one other such holiday of greater local importance which must be designated in advance by mutual agreement locally in writing)

November 28, 2019 Thanksgiving

November 29, 2019 Day after Thanksgiving

December 23, 2019)

December 24, 2019)

December 25, 2019)  
December 26, 2019) Christmas Holiday Period  
December 27, 2019)  
December 30, 2019)  
December 31, 2019)  
January 1, 2020)  
January 20, 2020 Martin Luther King, Jr. Day  
April 10, 2020 Good Friday  
April 13, 2020 Day After Easter  
May 25, 2020 Memorial Day  
(or one other such holiday of greater local  
importance which must be designated in advance by  
mutual agreement locally in writing)  
July 3, 2020 Independence Day (Observed)  
September 7, 2020 Labor Day

### **2nd Year**

November 3, 2020 Federal Election Day  
November 11, 2020 Veterans' Day  
(or one other such holiday of greater local  
importance which must be designated in advance by  
mutual agreement locally in writing)  
November 26, 2020 Thanksgiving  
November 27, 2020 Day after Thanksgiving  
December 24, 2020)  
December 25, 2020)  
December 28, 2020) Christmas Holiday Period  
December 29, 2020)  
December 30, 2020)  
December 31, 2020)  
January 1, 2021)  
January 18, 2021 Martin Luther King, Jr. Day  
April 2, 2021 Good Friday  
April 5, 2021 Day After Easter  
May 31, 2021 Memorial Day  
(or one other such holiday of greater local  
importance which must be designated in advance by  
mutual agreement locally in writing)

July 5, 2021 Independence Day

September 6, 2021 Labor Day

### **3rd Year**

November 11, 2021 Veterans' Day

(or one other such holiday of greater local importance which must be designated in advance by mutual agreement locally in writing)

November 25, 2021 Thanksgiving

November 26, 2021 Day after Thanksgiving

December 24, 2021)

December 27, 2021)

December 28, 2021)

December 29, 2021) Christmas Holiday Period

December 30, 2021)

December 31, 2021)

January 17, 2022 Martin Luther King, Jr. Day

April 15, 2022 Good Friday

April 18, 2022 Day After Easter

May 30, 2022 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, 2022 Independence Day

September 5, 2022 Labor Day

### **4th Year**

November 8, 2022 Federal Election Day

November 11, 2022 Veterans' Day

(or one other such holiday of greater local importance which must be designated in advance by mutual agreement locally in writing)

November 24, 2022 Thanksgiving

November 25, 2022 Day after Thanksgiving

December 26, 2022)

December 27, 2022)

December 28, 2022) Christmas Holiday Period

December 29, 2022)

December 30, 2022)

January 2, 2023) (Observed)

January 16, 2023 Martin Luther King, Jr. Day

April 7, 2023 Good Friday

April 10, 2023 Day After Easter

May 29, 2023 Memorial Day

(or one other such holiday of greater local importance which must be designated in advance by mutual agreement locally in writing)

July 3, 2023 Independence Bridge Day

July 4, 2023 Independence Day

September 4, 2023 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 21, 2019

Sunday, December 22, 2019

Saturday, December 28, 2019

Sunday, December 29, 2019

Saturday, December 26, 2020

Sunday, December 27, 2020

Saturday, January 2, 2021

Sunday, January 3, 2021

Saturday, December 25, 2021

Sunday, December 26, 2021

Saturday, January 1, 2022

Sunday, January 2, 2022

Saturday, December 24, 2022

Sunday, December 25, 2022

Saturday, December 31, 2022

Sunday, January 1, 2023

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.

[See Doc. 80]

**(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)(6)]

[See Par. (87)(3)]

**(207)** Employees of a General Motors plant who obtain employment in another General Motors 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 the personal physician of the individual employee involved upon the written request of the employee.

[See Par. (43b)]

**(217)** All payroll drafts will be electronically deposited into each employee's account at his/her designated financial institution on Friday of each week. Employees who do not provide the necessary information to implement the direct deposit process will be placed on a pay card system.

**(218)** Employees with seniority in any General Motors 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)(i),(137)(c)(1)]

[See Par. (189),(210)]

[See App. B,C]

**(218a)** Employees with seniority in any General Motors 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. (189)]

[See App. C]

**(218b)** When death occurs in an employee's immediate family as defined below, and the employee has seniority in any General Motors 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, including applicable night shift premium, 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 CSA #9]

**(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 Director of Labor 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, 2023. If either party desires to terminate this Agreement, it shall 60 days prior to September 14, 2023, 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, 2023, 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, 2023, 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, PROFIT  
SHARING PLAN, PERSONAL SAVINGS  
PLAN, GROUP LEGAL SERVICES PLAN, AND  
DEPENDENT CARE REIMBURSEMENT 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 Profit Sharing Plan, a Personal Savings Plan, a Legal Services Plan, and a Dependent Care Reimbursement 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 “F”, Exhibit “G”, Exhibit “I”, Exhibit “J”, 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 Profit Sharing Plan or the Personal Savings Plan or the Legal Services Plan or the Dependent Care Reimbursement Plan shall be subject to the grievance procedure established in this Agreement, except as expressly provided in Paragraph (46) of this Agreement.

[See Exhibit D GIS Elimination Letter]

## **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**

GARY JONES  
TERRY DITTES  
MIKE STONE  
BRYAN CZAPE  
MICHAEL GLENNING  
DAVE SHOEMAKER  
ZACHARY ADAMS  
JUDITH DAVIDSON  
CHRIS GALLAGHER  
LEE JONES  
FRANK MOULTRIE  
RICK O'DONNELL  
MONICA BRADFORD  
AMIE COVILLE  
BRIAN FREDLINE  
CARMEN GIARDINA  
BRIAN GROSNICKLE  
SHEILA JOHNSON-TOINS  
STEVE LONG  
TERRIEA MARTIN  
JOHN SZAFRANSKI  
TED KRUMM  
MIKE PLATER  
KENNETH FOUNTAIN  
MICHAEL MCCLAIN  
MIKE BRANCH  
ANTHONY CHEATHAMS  
ALAN CHAMBLISS  
MATT COLLINS  
EARL FULLER  
CHUCK HERR  
JEFF KING  
ED SMITH  
JASON BEARDSLEY  
JOANNE BONNER  
BARRY CAMPBELL  
DEBBIE CHAMBERLAIN

**GENERAL MOTORS  
LLC**

MARY BARRA  
MARK REUSS  
BARRY ENGLE  
GERALD JOHNSON  
CRAIG GLIDDEN  
PHILIP R. KIENLE  
D. SCOTT SANDEFUR  
DAVID COLASINSKI  
MARK POLGLAZE  
ANN CATHCART CHAPLIN  
AMIE NOLAN-NEEDHAM  
DOUG HANLY  
JOHN URBANIC  
HOLLY GEORGELL  
JOHN HATER  
ANITA RIDDLE JOHNSON  
MIKE KENERSON  
CAROL J. PARR  
DON RICH  
DAVID TAYLOR  
DAVE WENNER  
MATTHEW E. YORK  
MICHELLE ANTCZAK-HEALEY  
CHRIS BARCLAY  
DAVID BARNAS  
MICHELLE BARTLETT  
SHAWN BONACORSI  
THOMAS BRAUN  
JACQUELYN BROUSSEAU  
JOSHUA D. BROWN  
DOUG BRYANT  
ROSIE BUSH  
PAMELA BUTLER  
MONIQUE CALLAHAN-JACKSON  
DERRICK CAMPBELL  
RANDI CAREY  
KIM CARPENTER  
TRICIA COLBECK

**INTERNATIONAL  
UNION, UAW**

TIM COBB  
MICHAEL COX  
NICOLE CURRENT  
SEAN D'ANGELO  
LYNETTE DANIELS  
STEVE GAJEWSKI  
ROBERT GLANTON  
DWAYNE HAWKINS  
JAMES HOLTON  
DERIK JEWELL  
JUSTIN A. JEWELL  
CONNIE LEAK  
ART LUNA  
DAVE MATTHEWS  
TODD MCDANIEL  
SAL MORANA  
CHRISTINE MOROSKI  
CANDICE MORRISON  
ANDREA MORROW  
DEBBIE POLLACK  
DAN REYES  
LEO SKUDLAREK II  
MATT SLADE  
PATRICK SWEENEY  
DOUG TAYLOR  
RICK TOLDO  
JEFF WALKER  
RON WALKER  
CHRIS WEBB  
OTEN WYATT

**GENERAL MOTORS  
LLC**

KIMBERLY CUSHING  
TAMMI DEWILDT  
KIM DILWORTH  
AMANDA DOHERTY  
SUSAN DOHERTY  
KRISTYN DONALDSON  
DANIELLE DOTTER  
KENT EATON  
CAROL FLIPPEN, MD  
JODI FULTZ  
RANDALL S. GALLINGER  
SHANNON GEDERT  
LAURA GEISZ  
FRED GERSDORFF  
MELISSA GODDARD  
KATHLEEN GRACE  
SABRINA HALE  
STEVE HOLLAND  
KIMBERLY HOWE  
TOM IRELAND  
DEBORAH JACKSON  
FRED JACKSON  
MANISH JAIN  
TOM JOHANNES  
SANDRA KACZMAREK  
DON KARPINSKI  
ANNA KIRICHENKO  
DAWN KOPACZ  
STEPHEN KRAJCARSKI  
ELIZABETH LAMARRA  
SONJYA LEWIS-SHELLS  
JENNIFER MACKENZIE  
JOANNE MADDEN  
JOHN MARCUM  
RICK MASTERS  
DENISE MCDONALD  
DAUN MILLER  
ANN MILLIGAN

**INTERNATIONAL  
UNION, UAW**

**GENERAL MOTORS  
LLC**

CHERYL MURRAY  
KELLEN MYERS  
DEBRA NICHOLSON  
DIRK OVERDICK-ROTH  
JILL OWEN  
MICHELLE PASSINO  
SHERMAN PERKINS  
BRIAN PFAFF  
BETH POYNTER  
WENDI REA  
TAMI READ  
STEVE RIES  
AMANDA REUSS  
JOY RICHARDS  
SHARON RIZZO  
HILARY ROSS  
STEPHEN M. ROSS  
STEVEN ROSS  
CLARA SANCHEZ  
MIKE SANOCKI  
GREG SCHAEFFER  
CHRISTINE SCHMITT  
MATT SEDLARIK  
JEFF SETZKE  
POONAM SINGH  
CRAIG SPECKMANN  
MATTHEW STEVENS  
SHARON M. STEWART, MD  
DEREK STRONG  
PENNY THOMAS  
LEXI SCOTT WATTON  
BRETT WESTERFIELD  
JASON WILLIAMS  
JACLYN WILLS  
GREG WOMMER  
ELIZABETH WRIGHT  
MARK ZAYDEL

## **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 and active seniority employees an opportunity to relocate to UAW-GM facilities outside of their area, with particular emphasis on placing employees from closed or idled facilities. Production employees with two or more years of seniority are eligible to apply for transfer under the provisions of Appendix A.

Production employees with less than two years of seniority from plants with excess are eligible for transfer. Such employees are eligible for a Basic Relocation Allowance if they volunteer for extended area hire transfer. Employees receiving an involuntary placement job offer to an extended area hire opening are eligible for a relocation allowance in accordance with Paragraph (96a)(2).

For the purposes of this Memorandum, seniority refers to longest unbroken GM seniority.

When selecting employees for placement, the longest unbroken GM seniority date will be used for production job openings. For skilled trades job openings, 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 GMIN number in ascending order will be used as the tie breaker. Volunteers selected for job openings will be required to transfer.



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 regular opening at a GM facility, the following placement procedure is to be utilized:

A. In Plant Movement

1. Plant Recall.
2. Plant Rehire.

B. Area Hire.

1. GM closed plants – volunteers in seniority order.
2. Other GM plants and Delphi (volunteers from a combined list in seniority order); GM laid off, active from plants with excess, return to former community and all Delphi. (with 10/18/99 and earlier seniority dates in accordance with the provisions of the 2007 UAW-DELPHI-GM Memorandum of Understanding – Delphi Restructuring).
3. Non-volunteers in inverse seniority order (laid off employees).
4. Non-Volunteer laid off skilled trades employees within the Area Hire will be made production job offers in inverse seniority order.
  - a. Skilled trades employees may be placed into production jobs regardless of whether or not they have previously held production jobs with GM.
  - b. Skilled trades employees placed into production jobs shall be paid the applicable skilled trades wage rate.

- c. Skilled trades employees placed into production jobs shall retain their rights to return to skilled trades jobs for which they are qualified by previously held classifications.
  5. Non-volunteer skilled trades employees working in production at the skilled trades rate of pay will be offered skilled trades jobs in inverse seniority order.
    - a. Skilled trades employees who decline job offers will have their rate of pay reduced to the applicable production rate.
- C. Extended Area Hire.
  1. Volunteers from GM closed plants and Delphi (with 10/18/99 and earlier seniority dates in accordance with the provisions of the 2007 UAW-DELPHI-GM Memorandum of Understanding – Delphi Restructuring).
  2. GM-Closed plant return.
  3. All other volunteers in seniority order from plants with excess.
- D. Employees from plants without excess
  1. Area Hire active volunteers in seniority order.
  2. Extended Area Hire active volunteers in seniority order.
- E. After exhausting the Placement Process steps above, job offers will be made as follows:
  1. The lowest seniority laid off production or skilled trades (for skilled trades openings) employee from a closed plant within the Region.

2. The lowest seniority laid off production or skilled trades (for skilled trades openings) employee from the balance of plants within the Region.
3. The lowest seniority laid off production or skilled trades (for skilled trades openings) employee from a closed plant within the next closest Region followed by the lowest seniority laid off production or skilled trades (for skilled trades openings) employee from the balance of plants within the next closest Region.

The designation of plants within a Region and the order of placement across regions is defined in Attachment A. Upon request the National Parties may agree to modifications regarding the placement order across regions.

F. Volunteer laid off skilled tradespersons/Journey persons-in-Training (J.I.T.) will be offered retraining opportunities within the area hire in accordance with their skilled trades entry date after their qualifications have been reviewed by the GM-UAW Skilled Trades and Apprentice Committee to determine their eligibility.

G. New hires

In administering the Placement Procedure, items (A) through (G) 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 employees. Existing agreements concerning Customer Care and Aftersales

(CCA) plants remain in effect.

It is further understood that the National Parties may also mutually agree to deviate from the above order of selection in a particular situation.

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 GM Labor Relations 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 GM Labor Relations and the International Union is adjudged by the National Parties to be entitled to an adjustment, the joint parties will determine an appropriate remedy as soon as practicable and notify the impacted employee(s) of their decision.

## **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, active employees from plants with and without excess, and seniority return to the former community applicants.
- C. Employees will be given the opportunity to apply to a job opening from among those plants within their Area Hire.
- 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 selected for job openings in seniority order. Volunteers selected to transfer may not transfer again for six (6) months unless they are recalled/rehired or their status changes at their current plant.

E. Skilled trades journeypersons laid off from a plant and working in a production classification will be eligible for area hire placement, seniority permitting, into skilled trades openings.

G. 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.

## **II. EXTENDED AREA HIRE PLACEMENT**

(Formerly Document No. 28)

A. Seniority laid off and active employees will be given the opportunity to apply for a job opening at another GM location outside their Area Hire Area.

B. Employees continue to be eligible for Extended Area Hire placement as long as they retain unbroken GM seniority.

- C. The offer of an available job will be made in seniority order from volunteers on the Extended Area Hire List.

If the volunteer being placed is an applicant from a plant without excess, the opening created will be filled by:

1. Closed plant laid off volunteers in seniority order
2. Laid off non-volunteers in inverse seniority order
3. New hires

- D. Skilled trades journeypersons laid off from a plant and working in a production classification will be eligible for extended area hire placement, seniority permitting, into skilled trades openings.

- E. Employees will be eligible for relocation as described in the Relocation Section (Section IV) of this Memorandum of Understanding Employee Placement and in Paragraph (96a) of the National Agreement.

- F. Employees who are placed in accordance with the Extended Area Hire Placement provisions of the National Agreement who accept the Basic Relocation Option specified in Paragraph (96a) of the National Agreement are not eligible for placement at any other General Motors location for a period of one (1) year or until their plant has laid off employees under conditions which establish there is no reasonable likelihood of recall, whichever occurs first. It is understood that the one (1) year period may be modified or extended by mutual agreement between the Company and the International Union, UAW.

Such employees who are eligible for recall or rehire to a former location may remain at their current location or return to such previous location as soon as practicable taking into consideration the operation impact to the sending and receiving plants.

If an employee returns, the local parties may make adjustments necessary to ensure that the employee is neither advantaged nor disadvantaged by the above provisions. Local Management has ninety (90) days following the date an employee elects to return to accomplish such adjustments.

- G. Employees will be given a reasonable amount of time to relocate to another plant.
- H. 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. In the event the plant has excess employees on indefinite layoff with no likelihood of recall into the active workforce, the 36 month period will be eliminated.
- I. Employees who are involuntarily placed in accordance with Section E(1) – E(3) of Appendix A may accept a modified Enhanced Relocation Allowance over a period of three (3) years in accordance with the provisions of Paragraph (96a)(2)(b) Option 2 – Modified Enhanced Relocation.

Such employees will be eligible for recall to their home plant and shall retain Return to Former Community rights.

- 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. REFUSAL OF JOB OFFERS**

- A. Laid off employees who refuse a non-volunteer job offer will be placed on a formal leave of absence without Company paid benefits with recall only to a job in the regular active workforce at their home plant.
- B. Skilled trades journeypersons working in production at the skilled trades rate of pay who refuse transfer into a skilled trades opening will be paid the applicable production rate.

### **IV. 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.
- C. Employees from plants without excess who transfer pursuant to Appendix A, Section D (2) will be eligible only for the basic relocation package.



## V. 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 apply to a job opening in their former community.

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 a job opening in 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. Employees presented with an opportunity to return to a plant in a former community, 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 GM facilities.

- E. Employees returning to a plant in their former community will acquire seniority in accordance with the Application of Corporate Seniority Section (Section VI) 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.

## **VI. 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. Journeypersons with unbroken Skilled Trades seniority dates or dates of entry of January 7, 1985 or before, who are employed in the same Skilled Trades Classification, will establish a date of entry of January 7, 1985 in that classification.
5. When two or more journeypersons 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 General Motors plant covered by the Agreement, will be used to determine seniority preference among such employees for all purposes applicable to that classification.
6. Journeypersons with unbroken skilled trades seniority dates or dates of entry subsequent to January 7, 1985 who are employed in the same skilled trades classification, will establish that subsequent date as their date of entry in that classification.
7. Journeypersons who are employed in production classifications and later reclassified to the same 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. The above provisions are not applicable to laid off apprentices who are employed in the apprentice program in another plant. However, a seniority employee who transfers to a secondary location, under the provisions of Paragraph 113(a) of the GM/UAW Agreement and subsequently graduates at the new location will also, at that time, transfer their Corporate Seniority in accordance with Paragraphs (1) and (3) above.

## **VII. LAID OFF SENIORITY EMPLOYEES HIRED FOR TEMPORARY WORK**

Seniority employees who are on layoff from any GM-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 area hire plant covered by the National Agreement, shall be employed in accordance with the following:

- A. A laid off seniority employee may be hired as a vacation replacement or to fill other job openings of a temporary nature.
- B. Laid off seniority employees hired under the provisions of this Memorandum may be used to fill temporary job openings required to support business needs, including but not limited to, accommodation of employee requests for time off the job (e.g, summer vacation, hunting season), temporary volume fluctuations, new product launches, Special Attrition Program

transition and other situations of a temporary nature. The utilization of laid off seniority employees to perform temporary work shall be discussed in advance with the local parties.

- C. In the event of regular 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 seniority employees are being identified or relocated at the new location.
- D. Time worked by a seniority 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 VI) of this Memorandum are not applicable to employees hired pursuant to this Section VII.
- G. An employee with seniority hired at a secondary plant for vacation replacement or other temporary work will remain eligible for regular 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 regular job openings.
- J. The National Parties are authorized to make modifications and adjustments as necessary.

### **VIII. TEMPORARY OPENINGS - PARAGRAPH (64)(e)**

- A. Laid off seniority employees working on regular jobs in other General Motors 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 on regular jobs with outside employers or participating in the UAW-GM 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 General Motors 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.

## **IX. 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. Topics to be discussed, but not limited to, are:

- Changes in the Area Hire provisions and related matters as a result of 2019 Negotiations.
- Review of existing procedures and provisions.

## **ATTACHMENT A – REGIONS**

### **Michigan (1)**

Michigan Plants  
Grand Rapids\*  
Lansing Craft\*  
Pontiac Assembly\*  
Powertrain Livonia\*  
Powertrain Willow Run\*  
Saginaw Malleable\*  
CCA Drayton Plains\*

### **Southwestern (3)**

Arlington  
Bowling Green  
Doraville\*  
Fairfax  
Oklahoma City\*  
Shreveport\*  
Spring Hill\*  
Wentzville  
CCA Charlotte  
CCA Denver  
CCA Fort Worth  
CCA Jackson  
CCA Jacksonville, FL\*  
CCA Memphis  
CCA St.Louis\*

### **Midwest (2)**

Indiana Plants  
Ohio Plants  
Indianapolis Stamping\*  
Janesville\*  
Mansfield\*  
Muncie\*  
Pittsburgh\*  
CCA Chicago  
CCA Columbus\*  
CCA Hudson, WS

### **Eastern (4)**

Powertrain Baltimore  
Baltimore Assembly\*  
Wilmington\*  
Fredericksburg\*  
Tonawanda  
Linden\*  
Massena\*  
CCA Boston\*  
CCA Philadelphia  
CCA Martinsburg

### **Western (5)**

CCA Fontana/West Bulk Ctr  
CCA Los Angeles  
CCA Portland\*  
CCA Rancho Cucamonga  
CCA Reno



### **Order of Placement across Regions**

Michigan to Midwest, to Southwestern, to Eastern,  
to Western

Midwest to Michigan, to Southwestern, to Eastern,  
to Western

Southwestern to Western, to Midwest, to Michigan,  
to Eastern

Eastern to Midwest, to Michigan, to Southwestern,  
to Western

Western to Southwestern, to Midwest, to Michigan,  
to Eastern

\*Closed plant. Plant status on this list will be adjusted as required  
per National Agreement.

## **ATTACHMENT B TO APPENDIX A RE: WORKFORCE COMPOSITION**

### **Temporary Other Than Skilled Employees**

A new employee who does not have seniority in any General Motors plant who is hired as a Temporary Employee shall be employed in accordance with the following:

- A. The Company may hire Temporary Employees, with the approval of the National parties, to supplement the work force for straight time, overtime or weekend work in any plant covered by the UAW-GM National Agreement. Any disputes will be reviewed by the National Parties.
- B. Temporary Employees may be utilized, with approval of the National Parties, any day of the week to replace employees not at work for certain absence codes, specifically, unexcused absences, Intermittent Family Medical Leave Act (FMLA) leaves/absences, or sick leave of absence of less than twelve months. The number of Temporary Employees eligible at each facility will be based on that facility's average of the aforementioned absences calculated as a percentage of total absenteeism multiplied by the number of full-time employees (active on roll plus temporarily inactive).
- C. Temporary Employees can be utilized, with approval of the National Parties as vacation replacements and on other occasions such as, but not limited to, product launch requirements, temporary volume, hunting season, and awaiting transfer of laid off employees from other locations.
- D. Temporary Employees:
  - I. Hired after the effective date of the

agreement will be paid a rate of \$16.67 while employed as a temporary employee.

- II. Temporary employees will be eligible for Health Care coverage under the 2019 Supplemental Agreement Covering Health Care Program, Exhibit C to the National Agreement with modifications as described in the Appendix titled “GM Temporary Employee Health Care Plan”. Temporary employees will be excluded from the UAW-GM Life and Disability Benefits Program, the Supplemental Unemployment Benefit Plan, Personal Savings Plan, Profit Sharing Plan, Pension Plan, Dependent Care Reimbursement Plan, the UAW-FCA-Ford-General Motors Legal Services Plan and any other UAW-GM benefit plan or program.
- III. Will receive pay for all holidays that occur while they are employed provided they:
- i. Worked at least 90 days prior to the holiday.
  - ii. Would otherwise have been scheduled to work on such day if it had not been observed as a holiday.
  - iii. Must have worked the last scheduled work day prior to and the next scheduled work day after each specified holiday in their workweek. 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.
- IV. Will be subject to the “Dues check-off and Union Security” provisions of the GM-UAW

National Agreement.

- V. Part-time temporary employees will be considered for full-time temporary opportunities based on longest continuous length of service.
- VI. Effective January 1, 2021, and thereafter, the parties mutually agree to convert full-time temporary employees to regular status employees upon the completion of two (2) years of continuous service. These conversions will occur on the first Monday following their anniversary date based upon attaining the two (2) years continuous service.
- VII. Effective January 1, 2021, and thereafter, the parties mutually agree to convert former part-time temporary employees to regular status employees upon the completion of two (2) years of continuous service, provided the last twelve (12) months were as a full-time temporary employee.
- VIII. The conversions described above will occur on the Monday following the temporary employees anniversary date provided the continuous service requirements described above have been met. A regular status employee is meant to represent a seniority employee. These temporary employees will convert to the relative step of the wage progression.
- IX. Those converted from temporary to New Hire Regular status and have otherwise met the requirements for acquiring seniority contained in the provisions of Paragraph 57

of the UAW-GM National Agreement, will be considered to have acquired seniority as of the date of such conversion. Their seniority will date back ninety (90) days from the date of conversion.

- X. A Temporary Employee who is found to be in violation of a minor shop rule will be issued a written warning/reprimand for a first and second time violation, provided the employee was hired at least 90 days prior to the violation. The employee may request the presence of a Union Representative when such warning/reprimand is issued.
  
- XI. Temporary Employees who work at least 120 continuous days, but do not exceed twelve (12) continuous months, will be eligible for sixteen (16) hours of paid time off and twenty-four (24) hours of unpaid time off of work per calendar year. Temporary employees who work greater than twelve (12) continuous months, but less than thirty-six (36) continuous months, will be eligible for forty (40) hours of paid time off and twenty-four (24) hours of unpaid time off each calendar year. This must be scheduled in advance and approved by management. Any remaining balance of unused time will not carry over into the following year.
  
- E. All other provisions of the National Agreement shall apply to employees hired pursuant to this Memorandum.
  
- F. The Parties acknowledge that replacing full-time seniority employees who are temporarily absent due to certain specific reason codes with

Temporary Employees, while not circumventing regular full-time hiring, is mutually beneficial.

G. The National Parties are authorized to make modification and adjustments as necessary.

### **Allowance Calculation**

The calculation to determine the allowable number of Temporary Employees eligible to work any day of the week will be calculated quarterly or when there is a significant event at a specific location. To ensure compliance of this Agreement, the National Parties will closely monitor the use of Temporary Employees in the National Committee on Attendance consisting of two (2) representatives of the Corporation and two (2) representatives of the International Union. The National Committee on Attendance will meet monthly to monitor the use of Temporary Employees, including a review of the number of Temporary Employees working in the plants, and discuss other items related to absenteeism.

The local parties will meet in their monthly manpower meetings to discuss temporary staffing requirements while monitoring temporary usage, ART data and other related issues regarding the use of temporary employees. The local parties are empowered to make recommendations to the National parties for any adjustments to Temporary Employee staffing and will review temporary requests prior to submission to the National parties.

**ATTACHMENT C TO APPENDIX A**  
**RE: Part Time Temporary Employees**

The parties recognize the need to utilize part-time, once referred to as flex employees to supplement the workforce anytime during the year to accommodate additional time off with the approval of the National Parties. These employees will be limited to no more than thirty-two (32) working hours per week.

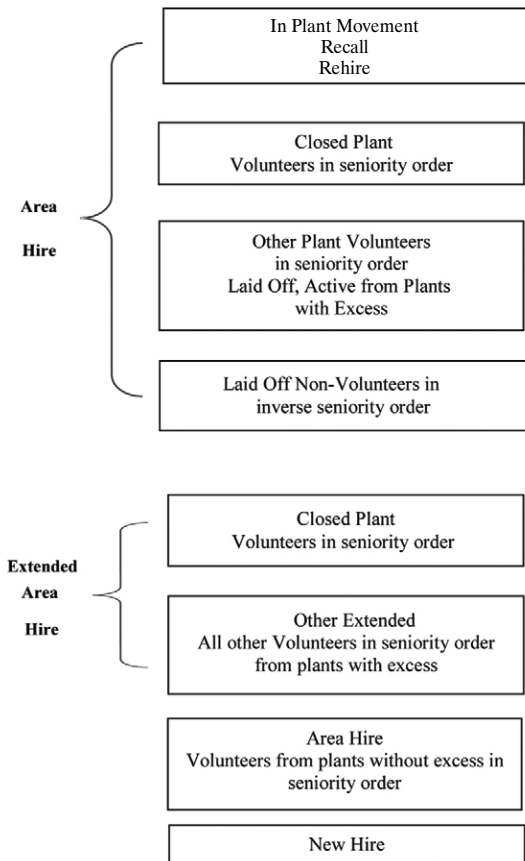
Refer to Attachment B to Appendix A for all wage, benefit, and holiday pay eligibilities and check off of Union dues.

Relative to minor shop rule violations refer to Section IX of Attachment B to Appendix A.

All other provisions of the National Agreement shall apply to employees hired pursuant to this agreement.

# APPENDIX A PLACEMENT PROCESS CCA JOB OPENINGS

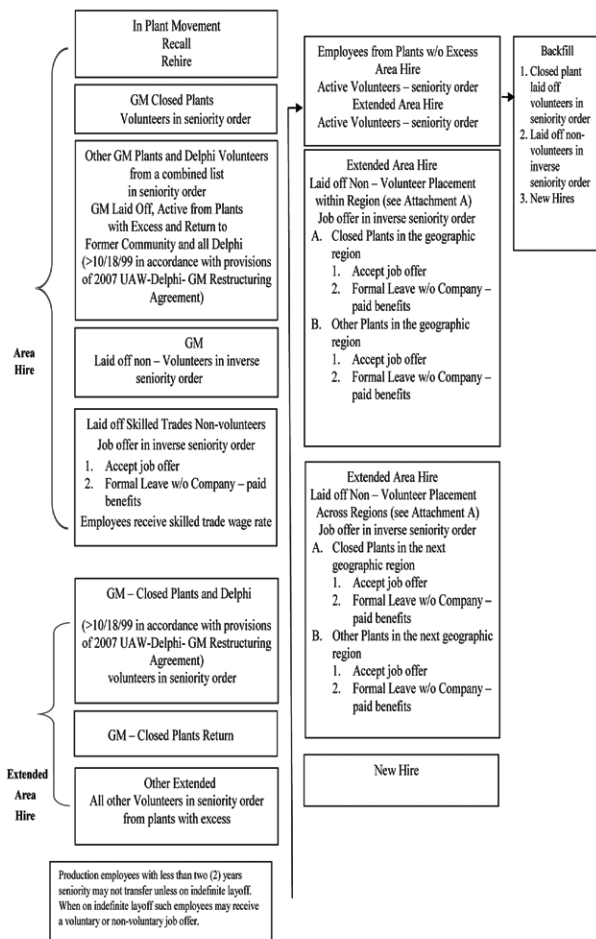
(Only CCA Employees Are Eligible  
For Production Openings)



**\*Skilled Trades employees may transfer into CCA plant  
Skilled Trades openings in accordance with Appendix A  
transfer provisions**



## APPENDIX A PLACEMENT PROCESS JOB OPENINGS



## **APPENDIX B**

### **Inter-Organization**

#### **GENERAL MOTORS LLC**

Date: October 16, 2019

Subject: Date of Entry Status -  
Apprentices and JITs

To: All Personnel Directors  
of Plants Covered by the  
GM-UAW National Agreement

During the course of the discussions leading to the current National Agreement, the Company and the UAW discussed situations where the placement in the program of a selected apprentice or journey person-in-training 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) 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, or (6) for short term military duty.

The Company 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.

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

## 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 one (1) week of Plant Vacation 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 a Plant Vacation Week Shutdown Day, the employees will be considered as having seniority as of the holiday or the Plant Vacation 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)(e),(107)]

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

[See App. A]

## **APPENDIX F**

### **GENERAL MOTORS CORPORATION**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

It is the policy of the General Motors 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 General Motors personnel in mind.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (42a),(183)(a)-(e)]

[See App. F1-F2]

[See Doc. 58,59]



## **APPENDIX F-1**

### **GENERAL MOTORS CORPORATION**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 General Motors 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 GM 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, GM 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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (42a),(183)(a)-(e)]

[See App. F,F2]

[See Doc. 58,59]

## APPENDIX F-2

### GENERAL MOTORS CORPORATION

September 14, 1979

International Union, UAW  
Solidarity House  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Attention: Mr. Irving Bluestone  
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,

George B. Morris, Jr.  
Vice President

[See App. F,F1]

## **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.S, J.I.Ts and journeypersons) 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 LOCAL INPUTS TO CREATING AND PRESERVING JOBS IN GM

The Company and the Union are committed to creating and preserving jobs for both current and future General Motors employees. The Parties also recognize that such job creation and preservation can only be realized within a work environment which promotes operational effectiveness, continuous improvement and competitiveness.

The parties have pledged to continue working together, consistent with this Understanding and other provisions of the National Agreement to enhance the Company's competitive position.

To that end, the Parties agree that a focus on identifying opportunities to retain work and add new work to UAW-GM locations must be a topic of regular discussion for the joint local parties. The joint local parties may then agree to pursue the opportunities it believes present a positive business case. As a part of this focus, the joint local parties will engage in the activities listed below and the Company will ensure that the joint local parties receive the support required to carry out these activities;

1. Discuss opportunities for job growth regularly the frequency of which should be agreed upon by the local parties consistent with anticipated activity level
2. Maintain minutes of those discussions
3. Track and monitor the level of Seniority and Temporary Employees at the location in accordance with the terms of this Agreement

4. Monitor employee transfer movement, in and out, pursuant to Appendix A, Paragraph 96 or other applicable contractual provision(s)
5. Track and maintain records of work which enters or exits the facility as a result of insourcing or outsourcing actions taken in accordance with the terms of this Agreement, including the associated manpower
  - a. In this regard, it is understood that in the case of actions taken under the terms of other sections of this Agreement, the manpower estimates may have changed – up or down – from the original estimates which typically occur well in advance of the actual event
6. Work to develop business case information to bring in work competitively
7. Evaluate floor space and equipment capacity utilization of the plant to determine if sourcing work is feasible
8. Monitor training plans put into place pursuant to the Statement on Technological Progress and any applicable Administrative letters attached to the Agreement
9. Report data and information as required to the National Parties

Based on factors to include plant population an expected level of manpower or sourcing study activity, the local parties may make request to the National Parties to have a local appointee added to assist in accomplishing these tasks. Plants can request either a full time or a fixed duration resource. The intent of a fixed duration resource is to address peak periods only. In either case, the National Parties will discuss

the request and the local parties will be notified if the request is jointly approved.

In addition to the activities already mentioned, the National Parties will continue to support the operation of the various Business Review Teams (BRT), as described in Document 16 which includes GMCH locations. The BRT serves an important purpose in identifying and discussing job creation and retention opportunities.

To this end, during these Negotiations, the Parties discussed at great length the fact that such a commitment to job creation and preservation will require ongoing, close cooperation.

The Parties overwhelmingly support establishing a framework and a process that will see this type of joint effort continue on an ongoing basis during the term of this Agreement. In order to support these efforts, the location's local business plan should be consulted and taken into consideration when reviewing opportunities.

Locally developed business cases will be submitted to the National Parties for review and discussion during the BRT process. Following the review at the BRT, the National Parties will discuss each case and evaluate them on their individual merits.

This Memorandum of Understanding will become effective at each bargaining unit covered by the current UAW-GM National Agreement on the Effective Date of this Agreement.

**International Union,  
UAW**

Terry Dittes

**General Motors  
LLC**

D. Scott Sandefur  
Mike Kenerson

[See Doc. 10]

## **Appendix K**

### **ATTACHMENT A MEMORANDUM OF UNDERSTANDING**

The National Jobs Committee may authorize a Special Attrition Plan (SAP) for designated eligible employees, or may approve requests from Local Jobs Committees for implementation of such a Plan. Details of the SAP, as well as an explanation of Options, will be jointly presented to all eligible employees.

These Options may include:

- Normal/Voluntary Retirement with cash payment incentive
- Mutually Satisfactory Retirement (MSR) at age 50 or older with 10 or more years of credited service
- Pre-retirement Program enabling employees to grow into a “30 and out” retirement
- Lump Sum Payment based on years of credited service or seniority
- Special Enhanced Relocation
- Skilled Trades Retraining
- Mandatory Placement

The National Parties may expand or limit these Options dependent upon specific plant circumstances.

[See Doc. 10,12]

# APPENDIX L

## SOURCING

### 1. Insourcing

The Parties acknowledge that a commitment to job creation and preservation will require ongoing, close cooperation. The UAW and GM Sourcing Staffs will support the effort toward creating and preserving jobs by implementing the jointly agreed upon Business Review Team (BRT) process described in the Sourcing Guidelines (Document 16 attached to this Agreement). This process will operate at the National level and is structured such that it will also support any plant initiatives relative to sourcing activity, as described in Appendix K. The BRT will be an integral part of ensuring that the UAW has early involvement in future product sourcing activity in Assembly, Stamping, Global Propulsion Systems including castings and components, (GMCH) and will focus on identifying additional job growth opportunities and resolving sourcing issues. When insourcing studies are undertaken, the local parties at the UAW-GM represented facilities to be studied will receive all SOR and RFQ documentation at the same time as any outside supplier being considered for the same work.

The BRT will discuss the practicality of insourcing, in whole or in part, work previously outsourced or new work which the BRT identifies as that which might be performed competitively within the location based on the criteria outlined in the Sourcing Guidelines. The BRT will, when jointly deemed to be appropriate, seek input from the Local Shop Chairperson and Plant Manager, as described in Appendix K to this Agreement. Any plant based joint recommendations are to be forwarded to the

National Sourcing Committee for review. 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.

If it is established that the work being studied can be performed competitively judged by the agreed upon criteria, management will adopt the BRT'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.

In addition, the Parties recognize that there may be occasions when the Company may wish to temporarily assign work to a UAW-GM facility from a non-UAW-GM facility. In these situations, a Notice of Temporary Insourcing will be completed and submitted via the same processes as a Notice of Temporary Outsourcing. It is anticipated that work would normally be temporarily insourced for periods of 12 months or less and may be extended with input from the local parties and mutual agreement by the National Parties. Furthermore, if it is established that this work can be performed competitively on a permanent basis as judged by the agreed upon criteria, and the initiative conforms with the existing commercial terms and conditions, management will adopt the proposal and keep the work in-house.

## 2. Outsourcing

A moratorium on outsourcing is in place for the term of the new collective bargaining agreement for any work consisting of at least one (1) full-time equivalent direct, indirect or skilled job. Outsourcing as used herein means the Company's

sourcing of work from UAW-GM locations to non UAW-GM locations. Excluded from this definition are changes in production or purchase arrangements made by any non-GM/North American sourcing authority (i.e., subsidiaries, affiliates, captives, joint ventures, transplants, etc.).

### 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 should be issued to address temporary situations such as: breakdown of machinery or equipment, plant rearrangement and/or modernization, spot buys, model changeovers, and factory assists, etc.

When practical to do so, given the nature of the problem necessitating the temporarily outsourcing, the local parties will discuss whether there are feasible alternative actions that can be taken to avoid temporarily moving the 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.

Management reiterates that the Temporary Outsourcing process is not to be used to circumvent the other provisions of this Appendix.

The Parties understand that circumstances do arise wherein the projected return date of temporarily sourced work legitimately requires an extension and such extension requests will be reviewed by the National Parties.

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

A confidential “wall-review” will be held twice annually concerning future product programs which will identify new or redesigned vehicles, vehicle platforms, vehicle models and propulsion systems, including stampings, castings and components (including GMCH locations), to the extent that those are known at the time of the review. These meetings will be attended by the GMNA Vice President of Labor Relations, and the Vice President and Director of the General Motors Department of the UAW.

Similarly, an annual Propulsion review will be conducted by senior Propulsion operations management. This meeting will include a review of the Propulsion long-range plan and anticipated effect on Propulsion plant product capabilities.

The Parties also agree that the National Sourcing Staff will attend semi-annual “wall reviews” of the Company’s assembly, stamping and powertrain operations.

Management will provide the UAW Assistant Director – Sourcing with overview information about vehicle programs tentatively planned for sale in the U.S. market as those programs pass either the Architecture Statement of Strategic Intent (ASSI), Program Framing Initiated (PFI), or Program Kick Off (PKO) milestone, as is appropriate for the specific program. This information will include, but not necessarily be limited to, the type of vehicle



being studied (car, truck, crossover), the anticipated propulsion type (if known), and the market segment in which the study program is expected to compete. A more thorough review will be conducted at a later point, as described in the next paragraph. Once a tentative UAW-GM production location has been named, Management will provide the UAW Assistant Director – Sourcing with information pertaining to any relevant Notices of Decision that may be issued regarding such program until start of regular production is reached.

In as much as these milestones occur well in advance of the program being approved and assembly sites being targeted, the information provided will focus on the vehicle itself and could include such information as expected body styles, brand assumptions, role in the overall portfolio and primary regions of sale.

International Union input to early sourcing decisions will be sought by the Company's Groups and Divisions. In that regard, the International Union will be provided a review of a new or redesigned vehicle or new propulsion system intended for sale in the U.S. market upon Document of Strategic Intent (DSI) or Balanced Business Case (BBC) as is appropriate for the specific program; or the Kick Off (KO) gate for propulsion systems.

Following the notification, the members of the National Sourcing Committee shall have responsibility for overseeing the interface with individual vehicle programs and the Powertrain, Metal Fabricating and CCA operations. The UAW Future Product Sourcing Representatives for Vehicle Manufacturing, Powertrain, Metal Fabricating and CCA operations will work with members of their respective organizations so as to gain information

and knowledge and to provide input into sourcing discussions and sourcing determinations for those organizations. The Business Review Teams will function pursuant to the guidelines established by the Parties.

The Company 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.

The commitments expressed in this Appendix are intended to contribute significantly to our cooperatively working together to provide General Motors employees in the United States improved job security by growing the business.

# **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 (e.g., Crane Operator in Die Room) whose work is supportive of skilled trades employees work will vote with the skilled trades employees as a group and skilled trades employees (e.g., W.E.M.R.) 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 1, 1982. 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 1, 1982.

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 2nd day of November, 1996.

**International Union,  
UAW**

Cal Rapson  
Bill Apple  
Henderson Slaughter  
Richard J. Monczka

**General Motors  
Corporation**

Gerald A. Knechtel  
Frederick R. Curd, Jr.

[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 General Motors 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 Industrial 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 Committeemen 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 24th day of October, 1993.

**International Union,  
UAW**

Stephen P. Yokich  
Calvin T. Rapson  
Henderson Slaughter  
Richard J. Monczka

**General Motors  
Corporation**

Gerald A. Knechtel  
Frederick R. Curd, Jr.  
James E. Pryce

[See Doc. 73-76]

## MEMORANDUM OF UNDERSTANDING JOINT ACTIVITIES

The parties recognize the importance of conducting the joint activities with sound oversight, governance, and accountability including strict financial controls and compliance with all federal, state, and local laws.

Therefore, the parties agree that in order to make progress in achieving the goals set forth above, regarding the structure, administration and operations of joint activities, the National Agreement Memorandum of Understanding — Joint Activities, is amended to read as follows:

### **1. Executive Board-Joint Activities**

It is agreed the Co-Directors of the Executive Board-Joint Activities (“Executive Board”) will be the Vice President, GMNA Labor Relations, and the Vice President and Director of the GM Department of the UAW. Each will appoint two persons as members of the Executive Board. At all times, the Executive Board shall consist of an equal number of GMNA- and UAW-appointed members.

The Executive Board will actively direct and support the Health & Safety, GMS, ADAPT, Placement, Communications and Diversity departments and the Training plan, Tuition Assistance plan, Benefits and Work Family plan, and other national and local joint committees and activities as may be mutually agreed to by the Union and the Company.

The duties and responsibilities of the Executive Board will include, but not be limited to, decision-making, monitoring, evaluating, and developing programs related to national and local joint activities, joint training, joint programs and related committees



(collectively “Joint Activities”), consistent with the Trust Funds described in section 2 below and this Memorandum of Understanding.

## **2. Establishment of the Trust Funds**

The parties agree that the UAW-GM Center for Human Resources, which is currently incorporated as a nonprofit entity pursuant to Internal Revenue Code Section 501(c)(5), will be dissolved and its operations will be reorganized as two Taft-Hartley Trust Funds (Trust Funds) — the UAW-GM Labor Management Committees Trust Fund and UAW-GM Voluntary Employees’ Beneficiary Association Trust Fund. The Trust Funds shall be established as tax-exempt organizations pursuant to Internal Revenue Code Section 501(c)(5). Trust Agreements establishing the Trust Funds — created pursuant to this Memorandum — will be adopted upon the Effective Date of the 2019 National Agreement. With regard to the operation of the Trust Funds, and the programs designed and funded under the respective Trust documents in accordance with this Memorandum of Understanding and Document 46 - the parties agree as follows:

- a. The assets of the Trust Funds will be used for the exclusive benefit of the Joint Activities, training and other programs as set forth herein, and to defray reasonable and necessary costs of such programs, including the CHR’s winddown costs, legal fees and expenses, and any carry-over obligations of the CHR and in accordance with applicable law, and for no other purpose including charitable or other non-program activities;
- b. All local joint funds, plant stores, funding of plant stores, and joint purchase, sale or distribution of GM-UAW promotional products and novelty

items shall be discontinued; and

- c. The Company shall have the right to review all proposed expenditures of the Trustees of the respective Trust Funds and to accept, modify, or reject those expenditures in the sole and exclusive discretion of the Company. The Company is responsible for establishing internal controls for the Trust Funds and the Trust Funds will be audited on an annual basis by an external independent public accounting firm.

### **3. Dissolution of the CHR and Transition of Joint Activities to Trust Funds**

- a. Company and UAW representatives of the Board of Trustees of the CHR will begin proceedings to dissolve the CHR on the Effective Date of the 2019 National Agreement in accordance with all federal, state, and local laws. The CHR shall cease having any involvement in any activities, training, other endeavors, and any other functions of any kind; the CHR shall refrain from withdrawing or expending any funds, making any payments or transfers, and from incurring any new financial commitments and liabilities; and all Company payments, expenditures and funding of any kind relating to the CHR shall cease. The CHR Board of Trustees will make all necessary arrangements by November 30, 2019 for the CHR building to be sold. The CHR Board will also arrange for an independent audit of the CHR's property, assets, expenditures, income, liabilities, other finances and activities, the results of which will be provided to the Company and the UAW.
- b. Funds from the dissolution of the CHR will be placed into and held by the Trust Funds in amounts to each Trust Fund as determined by

the Company. The Company will cause to be transferred the balance of local joint funds into the Trust Funds in amounts to each Trust Fund as determined by the Company.

- c. The books and records of the CHR, as they exist on the date of dissolution, will be maintained by the Company in accordance with the Company's data retention policies and practices.

#### **4. Transition of CHR Operations and Personnel**

The period from the Effective Date of the 2019 National Agreement to February 28, 2020 shall be used to transition the Joint Activities and the continuing functions previously conducted by the CHR to the Trust Funds as follows:

- a. For the existing CHR Building, 200 Walker Street, the CHR Board of Trustees will determine which critical maintenance staff will be needed to perform services (if any) until the final sale of the building.
- b. The Company will provide a designated property to conduct joint training activities.
- c. It is agreed and understood that all affected current UAW-represented employees will be given reasonable notice of employment reassignments back to home GM facilities. The CHR employees, as part of the dissolution of the CHR, will be given reasonable notice of employment terminations.
- d. To the extent that current UAW International staff perform CHR work in connection with Joint Activities or the transition of such activities, chargeback costs, excluding any and all administrative fees and charges, will be permitted

as needed during the transition period ending February 28, 2020.

## **5. National Joint Program Representatives**

The Parties agree to the use of National Joint Program Representatives in support of the Health & Safety, GMS, ADAPT, Placement, Communications and Diversity departments and the Training plan, Tuition Assistance plan, Benefits and Work Family plan and the 2019 National Agreement language, to the extent the Executive Board – Joint Activities determines these positions are necessary. These Representatives will be governed by all Company policies and procedures applicable to UAW-GM represented employees. To the extent any such National Joint Program Representatives are employees of the UAW on assignment as a Representative, the UAW will chargeback, with no administrative fee, to the appropriate Trust Fund for the cost of UAW-represented National Joint Program Representatives' compensation and benefits. National Joint Program Representatives ("Representatives") shall work from the designated Company property and shall perform duties in support of their respective programs, including the preparation of summaries of work performed for the Executive Board – Joint Activities. The number of Representatives will be set by the Executive Board – Joint Activities during the term of the 2019 National Agreement. It is recognized that the number of agreed to Representatives will include those on temporary assignments for specific projects and durations. The individuals selected for any Representative role will be appointed by the UAW, subject to the approval of the Executive Board – Joint Activities. Removal of a National Joint Program Representative may be effectuated by the Executive Board. If the Executive Board – Joint Activities is unable to agree on a potential removal, that issue may

be addressed under the dispute resolution procedures of the Trust Fund(s).

## **6. Local Joint Activities Committee**

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 and Shop Committee Chairperson, Plant Manager and Personnel Director and UAW and GM Joint Activity Representative(s) as appropriate. The Local Joint Activities Committee is responsible for actively supporting the Local Joint Skill Development and Training Program and Local Human Resource Development Process and provides coordination among all other local Joint Activities as determined by the Executive Board. The UAW Regional Director and/or their representatives should be fully apprised 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. Formulate recommendations for integrating all joint efforts.
- B. Evaluate Joint Activities with business operations through a joint planning process.
- C. Ensure that a comprehensive annual training needs analysis is conducted based upon plant business plan information and an annual training plan is developed.
- D. Implement annual steady state and launch training plans directed at UAW represented GM employees.

- E. Evaluate the necessary resources to conduct training identified in the approved local plan.
- F. Monitor and evaluate the performance and results of Joint Activities and provide positive recognition and/or corrective recommendations as required.
- G. Regularly exchange information on plant operations and communicate appropriate information to all employees.
- H. Keep UAW/Company leadership including the Executive Board informed of the status and progress of Joint Activities.

The Company will provide a web-based training plan administration system for the development and tracking of training plans. The annual summary reports from the training plan administration system will serve as the reporting mechanism to the Executive Board. The following must be submitted on an annual basis to the Executive Board:

- A jointly approved training plan regarding planned training activities for the upcoming year by November 1 of each year.
- A year-end summary of performance regarding planned training activities from the previous year by January 31.

The Union will be fully involved in all phases of training including analysis and development that is directed at UAW-represented employees.

In situations where mutual agreement regarding Joint Activities cannot be reached locally, either party may appeal the issue to the Executive Board for resolution.

All expenses associated with local Joint Activities will be paid by the Company, which shall have exclusive responsibility for administering, implementing and managing all funds, payments, expenditures and programs related to such activities.

## **7. General**

The parties have reviewed, and updated provisions contained in the 2015 GM-UAW National Agreement pertaining to Joint Activities and joint funding. Effective October 15, 2019, all prior National Agreement provisions, Local Agreement provisions, Memorandums of Understandings, Letters, Documents or Excerpts, etc. regarding Joint Activities and joint funding, not specifically provided for in the 2019 GM-UAW National Agreement, shall cease and no longer apply. Further, the parties shall discontinue all local joint funds, plant stores, and the joint purchase, sale or distribution of GM-UAW promotional products and novelty items. As such, the parties recognize that this Memorandum of Understanding will be the controlling document and supersede any prior provisions and/or understandings related to Joint Activities and joint funding.

**International Union,  
UAW:**  
Terry Dittes

**General Motors  
LLC:**  
D. Scott Sandefur

**MEMORANDUM OF UNDERSTANDING  
JOINT SKILL DEVELOPMENT  
AND TRAINING**

*It is acknowledged this document will be replaced with the appropriate documents as they are finalized consistent with the intent of the MOU, Joint Activities. This document does not prejudice the position of either party.*



## **MEMORANDUM OF UNDERSTANDING HUMAN RESOURCE DEVELOPMENT**

*It is acknowledged this document will be replaced with the appropriate documents as they are finalized consistent with the intent of the MOU, Joint Activities. This document does not prejudice the position of either party.*

## MEMORANDUM OF UNDERSTANDING TUITION ASSISTANCE PLAN

During current negotiations, General Motors 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 active workers, laid off workers, workers who enter active or inactive service in the armed forces, or workers on an educational leave, enhance their opportunities for advancement.

Under this Plan, qualified workers are able to receive tuition assistance in the form of an up-front payment directly to licensed or accredited schools such as colleges, universities, proprietary schools or vocational institutions. There shall be no duplication of tuition fees already covered by other state or federal education assistance plans or programs.

### Courses

Suitable courses are those required for adult basic education, high school completion or high school equivalency certification, university, college, business, trade, proprietary schools, or vocational school courses or adult education classes.

### Schools

Acceptable schools are those approved by the Company, including but not limited to those generally recognized by accrediting agencies, or under governmental education agencies.

## **TUITION ASSISTANCE PLAN FOR LAID OFF WORKERS**

### **Eligibility**

The participant must be a UAW represented General Motors-U.S. worker on indefinite layoff, who has recall or rehire rights under the terms of the current GM-UAW National Agreement, and who had at least one year seniority as of the last day worked prior to layoff.

### **TYPE OF ASSISTANCE**

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 GM-UAW National Agreement, or full-time employment is accepted that would pay wages comparable to those on the former job at General Motors, 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 General Motors-U.S. worker on the active employment rolls or on temporary layoff with seniority under the terms of the current GM-UAW National Agreement. Also included are union officials on leave under the provisions of Paragraph (109) who are functioning in positions at General Motors locations or special assigned GM-UAW employees on leave under the provisions of Paragraph (109a) who are assigned at UAW-GM facilities.

Employees are eligible for UAW-GM tuition assistance while on military service leave, under the provisions of Paragraph (112). However, these employees shall exhaust all military tuition assistance benefits prior to utilizing the UAW-GM Tuition Assistance Plan (TAP).

During the term of this Agreement, active employees pursuing a four-year degree or a graduate degree are eligible for one (1) Tuition Assistance allotment, excluding advance payment, while on an educational leave of absence under the provisions of Paragraph (113).

Additionally, the surviving spouse or dependent child(ren) 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 child(ren) 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 following courses shall entitle individuals to those benefit levels specified below:

- \$5,000 per year for degree courses at regionally accredited colleges or universities
- 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 when the employee's request for tuition assistance exceeds the current year eligibility.

Advance payment is not available in the last calendar year of the 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 personal enhancement courses not related to the employee's current job assignment, excluding courses commonly considered sports, games or hobbies

In no event shall the total assistance to an employee exceed \$6,000 in a twelve-month period. All courses are subject to approval by the Executive Board – Joint Activities.

### **Funding**

The plan shall be funded as provided in the Memorandum of Understanding – Joint Activities upon approval of the Executive Board - Joint Activities.

### **Administration**

The Plan will be jointly administered by the Executive Board – Joint Activities.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this 16th day of October, 2019.

**International Union,  
UAW**

Terry Dittes

**General Motors  
LLC**

D. Scott Sandefur

Mark Polglaze

Carol Parr

Debbie Nicholson

[See Par. (127)(g)]

[See Doc. 102,125]

## **MEMORANDUM OF AGREEMENT**

### **Voluntary Political Contributions**

It is agreed between General Motors 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.

General Motors 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, the parties 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**

Cal Rapson  
Garry Bernath  
Mike Grimes

**General Motors  
Corporation**

Diana D. Tremblay  
Joe Ponce  
Dean W. Munger

# **MEMORANDUM OF UNDERSTANDING UAW-GM WAGE & BENEFIT AGREEMENT FOR EMPLOYEES IN-PROGRESSION**

This memorandum applies to regular, non-temporary employees hired on or after October 16, 2007. Except as otherwise specified in this Memorandum, employees hired on or after October 16, 2007, will be covered in all respects by the UAW-GM 2019 National Agreement.

Notwithstanding the foregoing, or anything else to the contrary, Article 2 of this Memorandum applies to all UAW-represented GM facilities covered by the 2019 UAW-GM National Agreement.

## **Article 1**

### **Seniority and Transfers**

Employees covered by this Memorandum will be eligible to transfer within the classifications defined in this Memorandum in accordance with applicable National or Local Agreement provisions, and may apply and be transferred, if qualified, to the skilled trades or apprentice classifications. Notwithstanding any such transfer, these employees will continue to be covered by this Memorandum.

### **Wages and Classification Groupings**

Employees covered by this Memorandum will receive the following rates of pay as defined below.

**1. Manufacturing:** Regular, non-temporary Manufacturing production employees covered under this Memorandum of Understanding will receive base wage increases in accordance with the schedule below. Employees hired prior to the effective date of the 2019 UAW-GM National Agreement will remain at their current wage rate until they become eligible for their next wage increase, based on 52-weeks worked. These

employees will move into the Post-2019 Wage Scale with the effective date of their next increase.

<u>Weeks Worked (ww)</u>	<u>Effective 2019 CBA</u>	<u>Next Increase</u>	<u>Rates Effective 9/14/2020</u>	<u>Rates Effective 9/19/2022</u>
<u>New hire</u>	<u>\$17.00</u>	<u>\$17.00</u>	<u>\$17.51</u>	<u>\$18.04</u>
<u>&lt; 1 year</u>	<u>\$17.00</u>	<u>\$18.00</u>	<u>\$18.54</u>	<u>\$19.10</u>
<u>+52 ww</u>	<u>\$18.00</u>	<u>\$19.50</u>	<u>\$20.09</u>	<u>\$20.69</u>
<u>+52 ww</u>	<u>\$19.50</u>	<u>\$23.00</u>	<u>\$23.69</u>	<u>\$24.40</u>
<u>+52 ww</u>	<u>\$21.00</u>	<u>\$24.00</u>	<u>\$24.72</u>	<u>\$25.46</u>
<u>+52 ww</u>	<u>\$22.50</u>	<u>\$25.00</u>	<u>\$25.75</u>	<u>\$26.52</u>
<u>+52 ww</u>	<u>\$24.00</u>	<u>\$26.00</u>	<u>\$26.78</u>	<u>\$27.58</u>
<u>+52 ww</u>	<u>\$26.00</u>	<u>\$28.00</u>	<u>\$28.84</u>	<u>\$29.71</u>
<u>+52 ww</u>	<u>\$28.00</u>	<u>\$30.46*</u>	<u>\$31.37*</u>	<u>\$32.32</u>

\* Employees who reach the maximum production rate effective September 17, 2018, or September 21, 2020, will be eligible for the Performance Bonus Payment provided in Paragraph 101.

2. Regular, non-temporary, Manufacturing employees hired prior to the effective date of the 2019 UAW-GM National Agreement, who are earning \$24.40 per hour or more as of September 1, 2023, will advance to an hourly rate of \$32.32 effective September 4, 2023.

**3. CCA Hired Prior to November 16, 2015:**

Regular, non-temporary CCA employees hired prior to November 16, 2015, will receive base wage increases in accordance with the following schedule:

<u>Base Wage Rate</u>	<u>CCA</u>
<u>At Hire:</u>	<u>\$17.00</u>
<u>+52 Weeks Worked:</u>	<u>\$18.00</u>
<u>+52 Weeks Worked:</u>	<u>\$19.50</u>
<u>+52 Weeks Worked:</u>	<u>\$21.00</u>
<u>+52 Weeks Worked:</u>	<u>\$22.50</u>
<u>+52 Weeks Worked:</u>	<u>\$24.00</u>
<u>+52 Weeks Worked:</u>	<u>\$26.00</u>
<u>+52 Weeks Worked:</u>	<u>\$28.00</u>
<u>+52 Weeks Worked:</u>	<u>CCA Max*</u>

**\*Maximum Rates**

**CCA**

<u>Effective Date of the 2019 NA:</u>	<u>\$29.76</u>
<u>Effective 9/14/2020:</u>	<u>\$30.65</u>
<u>Effective 9/20/2021:</u>	<u>\$30.65</u>
<u>Effective 9/19/2022:</u>	<u>\$31.57</u>

**4. CCA Employees Hired on or After  
November 16, 2015:**

For all regular, non-temporary production employees hired on or after November 16, 2015, will receive base wage increases in accordance with the following schedule:

**Base Wage Rate**

<u>At Hire:</u>	<u>\$17.00</u>
<u>+52 Weeks Worked:</u>	<u>\$18.00</u>
<u>+52 Weeks Worked:</u>	<u>\$19.00</u>
<u>+52 Weeks Worked:</u>	<u>\$20.00</u>
<u>+52 Weeks Worked:</u>	<u>\$21.00</u>
<u>+52 Weeks Worked:</u>	<u>\$22.00</u>
<u>+52 Weeks Worked:</u>	<u>\$23.00</u>
<u>+52 Weeks Worked:</u>	<u>\$24.00</u>
<u>+52 Weeks Worked:</u>	<u>\$25.00*</u>

\* Employees who reach the maximum production rate effective September 17, 2018 or September 21, 2020, will be eligible for the Performance Bonus Payment provided in Paragraph 101.

**5. Transfer of Seniority Employee**

When an employee is transferred in Accordance with Appendix A, they shall receive a wage rate at their new functional division which places them in the same relative wage rate progression they held in their prior functional division.

**6. Skilled Trades Employee Rates**

The wage rates for skilled trades employees provided in the UAW-GM National Agreement will continue to cover skilled trades employees, including journeypersons hired after the Effective Date, new apprentices hired directly

into an apprentice classification after the Effective Date, and production employees hired under this Memorandum who are subsequently promoted to a journeyperson classification, transferred to JIT status, or indentured as an apprentice.

## 7. Wage Progression

Employees hired on or after October 16, 2007, will advance through their respective Wage Progression Scale upon earning 52 weeks worked, consistent with the method defined for attaining seniority in Appendix D.

### **Vacation Entitlement**

The maximum annual vacation entitlement for employees covered by this Memorandum shall be 160 hours.

### **Memorandum of Joint Activities and Orientation Program**

Except as otherwise specified in this Memorandum, employees covered by this Memorandum will be covered by the programs, services and related activities jointly administered by the UAW-GM Center for Human Resources.

### **Benefit Plans**

In-Progression employees covered by this Memorandum will be covered by the In-Progression provisions of the benefit plans as set forth in each of the Benefit Supplemental Agreements, except for the UAW-GM Hourly-Rate Employees Pension Plan, Exhibit A.

## **Article 2**

### **Scope**

Except as specifically provided in this Memorandum, all provisions of the 2019 UAW-GM National Agreement, Agreements and understandings and local agreements

existing as of the Effective Date shall apply to employees covered by this Memorandum.

Any future changes to the UAW-GM National Agreement, Agreements or understandings will apply to employees covered by this Memorandum only by express agreement between the National Parties.

### **Compliance - Dispute Resolution**

Disputes, local and national, involving the application or interpretation of this Memorandum, including but not limited to the commitments set forth in Article 1 above, will be reviewed by a Joint Committee consisting of three (3) members appointed by the UAW Vice President and Director of the General Motors Department and three (3) members appointed by the Vice President, Labor Relations, General Motors LLC.

The Joint Committee shall meet at least quarterly. GM and the UAW shall advise the Joint Committee at each meeting of any issues surrounding the administration and implementation of this Memorandum. GM will provide information as necessary on any issues raised for discussion or resolution. The parties commit to the thorough investigation of and the prompt resolution of all issues discussed relative to this Memorandum.

The Joint Committee will have full authority to settle all matters that are properly before it, recognizing that disputes governed by appeal procedures of the respective Benefit Plans, and other issues consistent with applicable law, may be outside the scope of the Committee's authority. If the Joint Committee is unable to resolve a matter properly before it, the matter will be referred directly to arbitration, using the arbitration provisions, including the restrictions on the powers of the Umpire, contained in the UAW-GM National Agreement. Such matters will immediately move to the top of the arbitration docket.

## **MEMORANDUM OF UNDERSTANDING**

### **RE: FUTURE WORK OPPORTUNITY**

During these negotiations, several joint work teams were commissioned to identify the potential for adding competitive jobs to UAW-GM facilities during the term of this Agreement. As a result of these efforts, a significant number of jobs in UAW-GM facilities have been identified.

Since the joint work teams were unable to complete full business case reviews during the time available in bargaining, the parties understand that, in most cases, further evaluation, including more complete business case analyses, and funding approval is required to determine if the identified work can be performed competitively and thus be realized.

It is understood that in some cases, further evaluation may show that certain work identified herein will require the use of creative solutions in order to assure the work can be brought in at competitive cost levels. These solutions can be achieved through addressing costs directly as the Parties have traditionally done, or by addressing operating efficiency, to include the number of employees required to do the work. The National Parties will utilize the Net Present Value (NPV) Workbook to measure the competitiveness of these solutions. If it can be established that the work is competitive if brought in-house, the work will then be transitioned to a GM-UAW facility. If the parties are unable to arrive at a cost competitive solution, the work will not be brought inside.

Given the importance of this initiative to both the Company and the Union, the parties agree that the final evaluation of the specific work identified by the joint work teams will be monitored and tracked toward

implementation at the targeted plants by the National Jobs Committee as part of its responsibilities under Appendix K of this Agreement.

### **Future Opportunities**

During the term of the 2011 Agreement, the parties will continue to jointly identify and evaluate opportunities to grow employment on a competitive basis, utilizing the processes described in Appendices K and L to this Agreement.

**For the International  
Union, UAW:**

Joe Ashton  
Garry Bernath

**For General Motors  
LLC:**

Cathy Clegg  
Rex Blackwell



## **MEMORANDUM OF UNDERSTANDING GM COMPONENTS HOLDINGS, LLC (GMCH)**

During the 2019 National Negotiations the parties discussed at length the unique competitive pressures facing the GM Components Holdings, LLC (GMCH) plants. Efforts to control operating costs have improved the overall performance of these operations. The parties recognize that cost effective operations are critical to the job security of all employees.

The National Parties agree that the majority of provisions contained in the 2019 UAW-GM National Agreement assist these plants in remaining competitive and maintain the ability for continuous improvement in all aspects of their operations. However, as mentioned previously, competitive pressures continue and are not anticipated to lessen in the future. Unless otherwise expressly excluded, the provisions of the 2019 UAW-GM National Agreement will apply to all GMCH plants. In addition to the exclusions identified below, other enabling provisions within the 2019 UAW-GM National Agreement may represent opportunities for the local parties to improve the competitiveness of their sites relative to other components suppliers and to reduce costs imposed upon GM or GMCH under the existing UAW-GM Agreements. The National Parties strongly encourage the local parties to investigate and jointly implement other cost savings initiatives.

Given GMCH's unique operations and competitive environments, the parties agree to the following which serve as exclusions to the 2019 UAW-GM National Agreement:

- Except as provided for herein, all GMCH employees are considered "In-Progression" employees and are subject to all In-Progression provisions (exceptions include wages, etc.).

- Other Than Skilled GMCH employees hired prior to November 16, 2015 will be placed at a rate in accordance with the table below. Subsequent to the increase upon ratification, increases will be employee specific and will be effective on the Monday following the anniversary of the employee's seniority date, as shown in the table below. Once an employee has reached a rate of \$19.86, they will receive subsequent pay increases on the anniversary date of the agreement.

<b>Seniority at Effective Date</b>	<b><u>Base Rate</u></b>
Less than 1	\$16.25
1 < 2	\$17.16
2 < 3	\$18.06
3 < 4	\$18.96
<u>4 &lt; 5</u>	\$19.86
<u>5 &lt; 6</u>	<u>\$20.46</u>
<u>6 &lt; 7</u>	<u>\$21.07</u>
<u>7 &lt; 8</u>	<u>\$21.70</u>
<u>&gt;8</u>	<u>\$22.50</u>

- Employees who reach the maximum rate of \$22.50 will become eligible for the General Increases as defined in Paragraphs 98(a) and 98(b), as well as the Performance Bonus Payment as defined in Paragraph (101). Employees who progressed to the maximum rate on August 26, 2019, however, will not be eligible for the 2019 Performance Bonus Payment, defined in Paragraph (101).
- Hourly Wage Rates for Other Than Skilled GMCH employees hired on or after November 16, 2015 shall be established as follows:

At Date of Hire	\$16.25
After 12 Months	\$17.16
After 24 Months	\$18.06
After 36 Months	\$18.96
After 48 Months	\$19.86
<u>After 60 Months</u>	<u>\$20.46</u>
<u>After 72 Months</u>	<u>\$21.07</u>
<u>After 84 Months</u>	<u>\$21.70</u>
<u>After 96 Months</u>	<u>\$22.50</u>

Employees who reach the maximum rate of \$22.50 will become eligible for the Performance Bonus Payment as defined in Paragraph (101).

- All GMCH employees have transitioned to the GM Benefit Plans, under the provisions applicable to “In-Progression” employees, including SUB provisions (with the exception of Skilled Trades employees who will receive traditional SUB) and any Profit Sharing Plan. However, those GMCH employees covered under the Benefit Guarantee agreement between GM and the UAW dated September 30, 1999, will continue to receive benefit treatment under the terms and administrative practices of the Benefit Guarantee.
- Nothing in this agreement amends existing rights of eligible GMCH employees to flow back to General Motors LLC sites or requires different treatment from that of employees from other Delphi units, i.e., GMCH employees with timely applications and hired on or prior to October 18, 1999, may flow to GM as a traditional employee.
- The National Parties acknowledge that GM or GMCH may consolidate one or more GMCH

operations into another existing GM or GMCH plant and may also sell any of the four site operations.

- No GM employees will have the right to flow into the GMCH sites.
- The UAW has agreed that employees of GMCH can be made direct employees of GM at GM's discretion, and, in such case, will remain subject to the terms of this MOU. GM reserves the right to determine whether to "lease" employees to GMCH and/or to maintain GMCH as a distinct entity.
- The Company, GMCH, and the UAW acknowledged the importance of maintaining strong relationships with current non-GM customers and potentially growing the business with new customers. In that regard, the Parties recognized the necessity to provide a consistent, predictable, and uninterrupted supply of product. Therefore, specific to the production and/or shipment of product to non-GM customers, strikes of any kind are prohibited, and neither the Union nor any GMCH employee will instigate, encourage, authorize, or participate in any slowdown, picket or work stoppage at a GMCH facility during the term of the 2019 UAW-GM National Agreement.

The National and Local Parties will jointly work together to develop an appropriate manpower plan that ensures an uninterrupted supply of product to non-GM customers in the event of an otherwise lawful labor dispute at the National or Local level.

The parties also agree that the GMCH sites may have additional opportunities to competitively bid on future GM product programs, subject to GMCH's current engineering resources being adequate to support them and to GM or GMCH's having intellectual property rights necessary for production, use, and sale of

components made at any of the sites. Additionally, the parties agree that should a third party express an interest in any of these sites as an ongoing business, arrangements that modify agreement terms and conditions may be necessary. As a result, the parties acknowledge that future circumstances may dictate that the local parties consider wage and/or benefit reductions in an effort to ensure their operations become competitive within the components industry. In any such situations, the local parties may propose wage and benefit agreement changes to the National Parties for approval. Such changes would remain subject to local ratification.

The parties recognize that specific exclusions, modifications or variances may have been inadvertently omitted from the listings above. Any such issues that may result will be addressed by the National Parties.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives.

**International Union,  
UAW**

Terry Dittes

**General Motors  
LLC**

D. Scott Sandefur

## **MEMORANDUM OF UNDERSTANDING**

### **Re: GMCH, Davison Road and West Chester Appendix A Transfer Eligibility**

GMCH, Davison Road and West Chester production employees have certain placement rights under Appendix A. Those GMCH, Davison Road and West Chester employees who are not eligible to flow back to GM or where placement with GM is not the product of their flow back rights will be eligible to transfer pursuant to the provisions of Appendix A of the UAW-GM National Agreement under the following conditions:

For purposes of placement under Appendix A, GM will use the GMCH, Davison Road and West Chester employee's company seniority date.

In the event two or more employees have the same longest company seniority date, GM will use the employee's entire GMIN number in ascending order as the tie breaker.

Seniority employees employed by GMCH, Davison Road and West Chester as of the effective date of the 2019 UAW-GM National Agreement who hire into a GM regular status production job, will have their GM company and plant seniority date be the effective date of the 2015 UAW-GM National Agreement.

Employees hired by GMCH, Davison Road and West Chester after the effective date of the 2015 UAW-GM National Agreement who are hired into a GM regular status production job, will have their GM company and plant seniority date be the date of hire at their GMCH, Davison Road or West Chester location.

Such employees will not be treated as flow backs and will remain eligible for the same Vacation and Benefits treatment by GM as when working at GMCH, Davison Road or West Chester.

For purposes of wage progression treatment, GMCH employees will be placed at the next closest GM In-Progression wage rate which does not result in a reduction in relation to their GMCH wage rate.

GMCH Wage Rate at time of Transfer	New Rate at Effective Date of Transfer	$\frac{+52 \text{ weeks}}{\text{worked}}$	$\frac{+52 \text{ weeks}}{\text{worked}}$	$\frac{+52 \text{ weeks}}{\text{worked}}$	$\frac{+52 \text{ weeks}}{\text{worked}}$	$\frac{+52 \text{ weeks}}{\text{worked}}$	$\frac{+52 \text{ weeks}}{\text{worked}}$	$\frac{+52 \text{ weeks}}{\text{worked}}$	$\frac{+52 \text{ weeks}}{\text{worked}}$
\$16.25	\$17.00	\$18.00	\$19.50	\$23.00	\$24.00	\$25.00	\$26.00	\$28.00	*
\$17.16	\$18.00	\$19.50	\$23.00	\$24.00	\$25.00	\$26.00	\$28.00	*	*
\$18.06	\$19.50	\$23.00	\$24.00	\$25.00	\$26.00	\$28.00	*	*	*
\$18.96	\$21.00	\$24.00	\$25.00	\$26.00	\$28.00	*	*	*	*
\$19.86 - \$21.70	\$22.50	\$25.00	\$26.00	\$28.00	*	*	*	*	*
\$22.50	\$24.00	\$26.00	\$28.00	*	*	*	*	*	*
\$23.18	\$26.00	\$28.00	*	*	*	*	*	*	*
\$23.87	\$28.00	*	*	*	*	*	*	*	*

\* Maximum Production Rate:

- As of 10/28/2019      \$30.46
- As of 9/14/2020      \$31.37
- As of 9/19/2022      \$32.32

Employees who accept an Extended Area Hire transfer will be eligible for a Basic Relocation Allowance.

Each employee transferred under these provisions will be backfilled by a temporary employee, if a backfill is required.

**For the International  
Union, UAW:**

Terry Dittes

**For General Motors  
LLC:**

D. Scott Sandefur



**INTERPRETATIONS, STATEMENTS,  
LETTERS AND THE  
MEMORANDUM OF UNDERSTANDING  
ON HEALTH AND SAFETY**

(The following documents connected with the 2019 GM-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)

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During these negotiations, the parties discussed options for addressing the need to reflect the fact that General Motors LLC is now the management party to the GM-UAW National Agreement. Unlike General Motors Corporation, now doing business as Motors Liquidation Company, General Motors LLC is not a corporation. However, rather than changing all references to the “Corporation” to “Company” in the Agreement language, the parties have agreed that General Motors LLC may be referred to interchangeably as either the “Corporation,” the “Company,” or General Motors.

Though not anticipated, the parties recognize that this approach may inadvertently result in an oversight where “Corporation” actually was intended to mean General Motors Corporation and not General Motors LLC. Should such a situation arise, the issue will be addressed by the National Parties.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

## **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 provided the employee has been compensated in excess of forty (40) hours in the work week.

[See Par. (82),(86),(85)]

## **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 provided the employee has been compensated in excess of forty (40) hours during the week.

[See Par. (86)]

**SUSPENDED AGREEMENT PROVISIONS**

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

This confirms the parties' understanding that the suspension of the following agreement provisions will continue during the term of the 2019 GM-UAW National Agreement:

- Cost of Living Allowance – Paragraphs (101)(d) through (101)(1)
- COLA Calculation – Document 87
- COLA Calculation Conversion – Document 101

The parties further agree that should it be determined that other previously suspended provisions were inadvertently omitted from this list, necessary revisions will be made.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

## **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]

## **MEMORANDUM OF UNDERSTANDING HEALTH AND SAFETY**

The Company 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 Company. The implementation of actions to help our employees realize a healthy, injury-free environment is a leadership responsibility. The Union will cooperate in the Company's maintaining and improving a safe and healthful working environment. The parties agree to use their best efforts jointly to achieve these objectives:

General Motors 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 Company.

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 General Motors. 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-GM 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 Company 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 Executive Directors

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 Company
- Involves a policy issue not already covered within the UAW-GM 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 Safety Group 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 Safety Group 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 Executive Director (MED), 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 MED 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 General Motors 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 Company 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 September 18, 2003. 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 Company 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 Industrial Hygiene Technicians – Joint Ergonomic Technicians. Equipment for measuring noise, air contaminants, and air flow, including smoke tubes and equipment to perform ergonomic job evaluations, will be made 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 General Motors Company and will not be released without the expressed written permission of the Company.

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 GM 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 UAW-GM Health and Safety 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 Company plants and locations to International Union Health and Safety Representatives. Upon request, reports on such surveys will be provided to the Company.

i. Arrange for UAW-GM Health and Safety 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 UAW-GM Health and Safety in accordance with the "Special Review Board" procedure.

**II. The National Joint Committee on Health and Safety has five (5) representatives of the International Union and five (5) representatives of the Company. Each party will appoint at least one (1) member who has professional training in industrial hygiene, safety, or new technology. 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 Company'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 Company.

**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 Company 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 Company 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 Company 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 – Joint Ergonomic Technician (IHT-JET) 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., IHT-JET, etc.). Periodically the Local Health and Safety Committee will review the associated functions performed by International and local appointees (e.g., IHT-JET, 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, Company or professional Health and Safety consultants retained by the Company, 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, General Motors 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 General Motors Company and will not be released without the expressed written permission of the Company. 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 Company 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 General Motors Company.

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 GM 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 Company 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 IHT-JET, 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 General Motors employees or for work connected injuries, disabilities, diseases or related losses incurred by employees of General Motors or its subsidiaries or by third parties while on the property of General Motors or its subsidiaries.

**International Union,  
UAW**

Terry Dittes  
Bryan Czape

**General Motors  
Company**

D. Scott Sandefur  
Mark Polglaze  
Kent Eaton  
John Marcum

[See Doc. 7, Att. A; 46; 74; 76; 122; 105; 139]

[See CSA #19]



# **ATTACHMENT “A” TO THE MEMORANDUM OF UNDERSTANDING HEALTH AND SAFETY**

## **I. INTRODUCTION**

The UAW and General Motors 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 General Motors have entered into the following Memorandum of Understanding which embodies the spirit of the concern shared by the UAW and General Motors for the health and safety of employees. The parties recognize that the UAW and General Motors 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 consist 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-GM 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 Company 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 Company 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 Company'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 General Motors 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 General Motors 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**

General Motors 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/platforms, each operating organization will implement a Divisional Safety Review Board (DSRB).

Each DSRB will consist of a Manufacturing Executive Director, a designated UAW administrative individual, as Co-chairpersons, and appropriate support personnel (or other similar arrangement approved by the NJC). Included within each DSRB,

a representative of Sustainable Workplaces will be available to address and respond to key issues. Also, the GM Global Manufacturing Engineering organization involved with Ergonomics and Design-In activities will conduct a similar Review Board process to summarize current ergonomics status including a review of GM Ergonomics Machinery and Equipment Guidelines and modifications resulting from the Company's periodic revision of this document. Each DSRB shall meet on a regular basis and consider appropriate health and safety matters within the respective division. Additionally, if an urgent issue arises, either Co-chairperson may contact the other to review and resolve the immediate concern. To further enhance joint efforts to achieve a healthy and injury-free workplace, the parties agree to establish Plant Safety Review Boards (PSRB). The PSRB will be co-chaired by the Plant Leader and Shop Chairperson and the membership shall consist of the Local Shop Committee and members of the Plant Leader'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 improvements 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 UAW-GM Health and Safety, especially trained in analytical techniques. An action plan will be developed by the Special Review Board for the Group or 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 Leader and the Manufacturing Executive Director 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 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 Executive Director on the Special Review Board will be responsible for arranging to have the interim written and/or video report presented to the next scheduled GM Executive Committee. A final report will be released to the plants following the review.

Any video 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-GM Leadership or the plants. All such information, video, etc., shall remain the property of General Motors and will not be released without General Motors' 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 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 BOARDS**

The NJC is responsible for evaluating the need for research based on its necessity, practicability and recognized benefits. The results of research conducted within General Motors facilities will only be used for purposes specifically authorized by the NJC.

The joint parties agreed to consider future health and safety related research activities, when necessary, by establishing ad hoc advisory boards for each agreed upon specific research activity, as approved by the Executive Board – Joint Activities. These study-specific advisory boards will be established for the limited purpose of evaluating and overseeing their approved study and will disband at the end of their research project.

Such boards will consist of consulting specialists in the field of occupational health and safety research who will be selected based on joint approval by the NJC co-chairs. Advisory board members will be jointly selected based on specific abilities to oversee and evaluate aspects of the proposed research activity and will function as independent peer reviewers for the duration of the specific research activity. The size of each advisory board will be jointly determined by the NJC based on the scope and complexity of the research activity, but shall not exceed a maximum of five (5) consulting specialists per advisory board. 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. These consultants will evaluate the merits of the proposal and will oversee research activity for the duration of the study.

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. Current and future research commitments and activities will be provided from joint health and safety funds.

The NJC will set research priorities. The parties recognize that research projects may include injury/illness prevention studies and those that may result in limiting employee exposure to potential health and safety hazards. Examples of studies include, but are not limited to ergonomic assessments and interventions, air quality evaluations and health impacts, and tasks that skilled trades employees perform that may expose them to potential health and safety hazards.

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 Company.

In an effort to utilize joint research funds more effectively, the NJC will also investigate opportunities for jointly sponsored health and safety research with the UAW-Ford National Joint Committee on Health and Safety and the UAW-Chrysler National Joint Committee on Health and Safety.

## **VII. ERGONOMICS**

### **Ergonomics**

General Motors and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America recognize that Ergonomically-related MusculoSkeletal Disorders (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.

General Motors will continue to administer an Ergonomics Program at UAW represented locations utilizing guidelines established between General Motors and the International Union, UAW. General Motors recognizes the accomplishments of the joint ergonomics process and realizes the need for continued efforts to further reduce work-related EMSDs. General Motors 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.

General Motors 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, require the timely use of sound judgment 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

Additionally during these negotiations, the parties agreed to utilize the NIOSH 1991 Lifting Equation as a tool (as referenced in the Excerpts From The Minutes of Health and Safety Committee – Ergonomics Analysis Tools).

It is also the responsibility of each site to maintain all equipment associated with ergonomics in accordance with the manufacturer's recommendations.

Also, seats, chairs and mats or insoles can be considered appropriate solutions to control specific ergonomic risk factors. The Company agrees to leave such devices in place when they are provided in accordance with the guidelines in the UAW-GM Ergonomics Risk Factor Checklist.

### **UAW Industrial Hygiene Technician - Joint Ergonomics Technician**

The Plant Safety Review Board (PSRB) has the responsibility for supervising and supporting both the Industrial Hygiene and Joint Ergonomics Programs. In plants with 750 or more employees, the parties will establish one full time UAW Industrial Hygiene Technician - Joint Ergonomics Technician (IHT-JET) position. All such IHT-JETs will be appointed by the Vice President and Director of the GM Department, UAW. In addition, plants with 1,500 or more employees will supplement the IHT-JET with a second full-time UAW IHT-JET, and plants with 2,000 or more employees will supplement the IHT-JET with a third full-time UAW IHT-JET. In plants with less than 750 employees, the PSRB will identify the resources to be trained to perform the responsibilities of the IHT-JET, as needed, and to administer the Industrial Hygiene and Ergonomics Programs. PSRBs in plants with 4,000 or more employees can petition the NJC for an additional UAW IHT-JET based on the level of activity required to meet the needs of the Industrial Hygiene and Ergonomics Programs in the plant. Plants with 750 or more employees that do not experience enough industrial hygiene or 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 Industrial Hygiene and Ergonomic Programs for that plant.

In addition, the IHT-JET at any location can request additional interim resources when the industrial hygiene and ergonomic needs of the plant exceed what the IHT-JET 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 IHT-JETs. IHT-JETs 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.

### **Joint Ergonomics Technician Team Process**

The Joint Ergonomics Technician Team will be comprised of the IHT-JET and a management counterpart. The Joint Ergonomics Technician Team will coordinate their efforts with the LJHSC, and resources from appropriate groups; e.g., GM Health Services, 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. The PSRB will ensure that the Joint Ergonomics Technician Team is involved in appropriate local plant rearrangement activities. Additionally, the PSRB will address significant problems or roadblocks encountered by the Joint Ergonomics Technician Team. Ergonomics reports will be provided upon request 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. GM Ergonomics Machinery and Equipment Guidelines may be referenced for information regarding areas for potential improvement. These guidelines will undergo revisions as deemed appropriate by the Company with input from the UAW. 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.

General Motors 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.

General Motors 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 EDP 21 process that was sanctioned by the NJC will continue to be updated and refined by a joint committee consisting of UAW International

Representatives and GM Ergonomics Managers. EDP-21 defines the involvement of the Joint Ergonomics Technician Team at the appropriate stage, early in the design process. This team will continue to jointly review Company Ergonomics design guidelines associated with the EDP-21. It is understood that final design decisions are the responsibility of the Company.

The Quick Response Process (QRP) will continue to be conducted to facilitate early identification of potential ergonomics problems according to guidelines established between General Motors and the International Union, UAW. To facilitate the QRP, employees will be encouraged by all levels of plant floor supervision, Joint Ergonomics Technician Teams and the GM Health Services Staff, to report early signs and symptoms of EMSDs to the facility's GM Health Services. 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 Workers' Compensation and work-related sickness and accident data, or referral to the Joint Ergonomics Technician Team. A list of jobs in the process will be maintained relative to the above inputs. Job analysis will be conducted using the UAW-GM Ergonomics Risk Factor Checklist (RFC), 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 UAW-GM Ergonomics Implementation Guidelines shall provide that jobs with a corresponding

Medically Initiated - Quick Response Process (MI-QRP) will be analyzed with a Risk Factor Checklist (RFC) and, where warranted by the RFC, the appropriate 2nd level ergonomics analysis tool. Additionally, the QRP flowchart will be modified to include the above change, and all related training and instruction materials.

The parties also agreed that an electronic RFC will be made available for plant use.

The supervisor will provide a QRP form to employees upon request and will encourage them, during their safety talks, to utilize the process. Completed forms will be promptly forwarded to the Joint Ergonomics Technician Team.

In order to identify elements of skilled trades jobs that require necessary ergonomic interventions, the UAW-GM Ergonomic Sub-Committee, under the guidance of the NJC, has developed the Skilled Trades Interview Form to effectively and efficiently analyze skilled trades jobs. Each facility will analyze all skilled trades job classifications using the NJC approved methodology. The Skilled Trades Interview Form will be used when additional information is required and not contained in the QRP and/or RFC.

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. The parties agree that any person receiving PET may conduct a first level job analysis using the UAW-GM Ergonomics RFC. Jointly selected GM ergonomics design guidelines will be included in training for Joint Ergonomics Technician Teams.

The UAW-GM 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.

General Motors 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-GM 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.

General Motors agrees to continue implementation of an 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 GM Health Services Staff will be reviewed with the International Union, UAW on an annual basis.



General Motors shall authorize GM Health Services personnel to attend education and training conferences that address EMSDs, including but not necessarily limited to regional conferences, teleconferences, and Company conferences. Where practical, conference proceedings will be videotaped and made available to medical personnel who do not attend the conference.

General Motors 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 GM Health Services with the GM Health Services 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 Joint National Parties will continue to develop training programs to enhance employee 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-GM sites.

The joint parties agree to assess the need for computers, software, and hardware to support joint health and safety training requirements, and to make recommendations to the Joint Activities Executive Board for approval and purchase for all UAW-GM represented 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 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, the 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 Joint National Parties will continue to provide training resources for use by the plants. The NJC will be responsible for determining the need to update training materials and necessary equipment on an on-going basis. In addition, materials to be used in the observance of Workers' Memorial Day will be provided for review with all employees per the NJC guidelines. The NJC will direct and oversee the development and administration of required training courses, including those developed by outside contractors and/or GM Learning. These courses will be deployed only after NJC approval. 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.

Alternate Health & Safety Representatives shall be offered and highly encouraged to attend the UAW-GM Health & Safety program courses offered at their site. Where the local Key 4 determines that an Alternate Health & Safety Representative would be better served by receiving a specified training course from the Joint National Parties, the Alternate Health & Safety Representative will be provided the opportunity to attend the specified T3 training course from the Joint National Parties.

Required health and safety training will be introduced to plants by top Union Leadership and Company Management. The NJC will monitor and evaluate training programs and make periodic reports to the UAW-GM Joint National Parties. The NJC encourages the participation of International and Regional Servicing Representatives and members of management in Health and Safety Training Programs developed by Joint National Parties.

#### **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 National General Motors Department of the International Union, attend training or instruction programs provided by the Company in Section II, Item C of the Memorandum of Understanding - Health and Safety.

In addition, the Company 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 UAW-GM Tuition Assistance Plan.

## **X. LOCKOUT – ENERGY CONTROL POLICY**

### **Lockout**

During the current negotiations the UAW and General Motors 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 UAW-GM Lockout - Energy Control program must be universally implemented and enforced throughout the Company. 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 General Motors 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.

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 Health and Safety Joint National Parties.

### **Monitored Power Systems (MPS) and Safety Control Systems (SCS)**

The UAW and General Motors recognize the importance of designing processes and equipment with effective health and safety controls. Therefore, the parties agreed to integrate MPS / SCS into the existing

Lockout/Energy Control procedures as described in Global Design for Health and Safety (G-DHS) specifications. The fundamental process begins with performing an initial Task Based Risk Assessment (TaBRA) / g-Risk / Safety FMEA Assessment on any process where MPS / SCS 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 TaBRA / g-Risk/ Safety FMEA process and as identified on the MPS / SCS Placard. Any changes in the MPS / SCS or other Lock-Out processes must be approved by the Local Joint Health and Safety Committee and communicated to all affected employees, including skilled trades, to ensure compliance, prior to implementation.

### **Lockout and MPS or SCS Placards**

The Company will utilize a common tool (g-Plac) at all plants to generate a common lockout placard, and a common tool (g-Risk) to generate a common MPS/SCS task 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.

All plants will also be required to conduct an annual review of MPS / SCS and 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. Records of this annual review will be tracked by the PSRB to ensure appropriate compliance.

## **XI. BUS PLUG-IN UNITS**

During these negotiations, the parties discussed the practice of installing and removing busway plug-in units into and from energized electrical busway systems. The parties agree that, whenever possible, the practice of installation or removal of busway plug-in units will be performed with the busway de-energized. This practice supports the agreed upon policy that all bus plug-in units shall be installed and/or removed with the bus duct in an electrically safe work condition.

Further, it is recognized that events or conditions may arise that make it infeasible or present a greater hazard to de-energize the busway before insertion or removal of a plug-in unit. In such cases, the parties agree to follow the guidelines set forth in the GM Standard for Electrical Safe Work Practices (Section 6 - Planning Electrical Work and Section 11 – Bus plug-in units and busway).

## **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 Company 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 Company 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 – Joint Ergonomic Technician (IHT-JET) and the co-chairs of the NJC. In addition, the Company will provide a list of consultants under Company 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

(IHT-JET), working under the technical supervision of a GM Industrial Hygienist, may assist in the collection of air samples. Job function key elements of the IHT-JET 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.

The parties remain committed to the need for exposure measurements, including assessments of intermittent exposures in maintenance and service activities.

The parties agree to survey locations to ensure that each location has their basic Industrial Hygiene Program Tool Kit. The IH Subcommittee of the NJC will review the surveys and jointly determine from the results, which equipment may be needed to complete their basic Industrial Hygiene Program Tool Kit. Further, the IH Subcommittee of the NJC will also continue to investigate the needs for any additional equipment that a location may need based on the survey results.

#### **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. General Motors 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 GM 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 General Motors 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 validate the Safety System and 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 Joint National parties will develop a method to address repeat audit findings for identical deficient conditions found on consecutive audits, through validating the Safety System.

The NJC has established five (5) 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 Director, 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 appropriate joint leadership within thirty (30) days of the review. Following receipt of the finalized report, the LJHSC after review by the Key Four, will reply, addressing issues contained in the report. A joint review of progress to correct deficient conditions will be performed by the designated UAW International Representative and the respective Safety Group Manager. Additionally, all such review information shall remain the confidential property of General Motors and will not be released without the expressed written permission of General Motors.

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 tested to achieve the best possible response time for the emergency involved. On an annual basis, each facility shall perform an appropriate evacuation and take-shelter exercise/validation on each shift when workers are present.

## **XVI. NEW TECHNOLOGY/SPECIFICATIONS**

Discussions were held during these negotiations regarding Health and Safety being designed into new equipment, refurbished relocated equipment and/or new processes. (e.g., the point when the initial drawings are completed and the initial physical device is assembled). GM and the UAW recognize the advantages of designing processes and equipment with effective health and safety controls. The parties established a joint team from Joint National Parties (JNP) Health and Safety, under the direction of the NJC, to work with the “Design-In Safety” group, established by the Company.

The main objective to the “Design-In” effort was to develop common design specifications for application across the Company, in the manufacturing processes,

that incorporated the JNP Health and Safety programs requirements. The joint team serves as a technical resource to work with the engineering group to assure that UAW-GM health and safety program requirements are incorporated into the common design specifications.

In addition, the parties recognize the importance of the Union's involvement in identifying health and safety issues in the product development and transformation process. As such, it is understood between the parties that Management will notify the NJC during the product development process to review potential health and safety issues that impact bargaining unit employees. The NJC will utilize the joint team described above to review and address these health and safety issues. In this regard, any training concerns will be resolved by the NJC. Outdated systems, equipment or devices in the Health and Safety areas will be replaced to reflect current technologies of UAW-GM plants. To maintain continuous improvement to support any additional training and instruction of new, specific or enhanced technologies at UAW-GM sites, the joint national parties (Health & Safety) will assess these technologies and recommend the expenditure of funds by the Company to the Executive Board – Joint Activities to purchase, procure, and install such technologies as jointly agreed.

In the development cycle of the design-in process as described in Global-Design for Health and Safety Specification (G-DHS), the parties agree to perform Task Based Risk Assessments (TaBRA) / g-Risk Safety FMEA, on new equipment and manufacturing systems, and on existing equipment and manufacturing systems where locally agreed to and approved by the PSRB. A TaBRA / g-Risk Safety FMEA 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, JSTST, the LJHSC, and the IHT-JET will be held. The LJHSC and, when appropriate, the JSTST, IHT-JET, 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 G-DHS specification and the Ergonomics Design Process (EDP-21). 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 G-DHS specification and EDP-21. Additionally, data found from the TaBRA process/g-Risk Assessment Tool will be incorporated at several points or gate reviews early in the design process as described in the G-DHS specification. This process allows for jobs to be jointly evaluated to ensure that safety is not compromised when new technologies, or re-organization of tools, existing/relocated equipment, job method or processes are introduced.

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 Manufacturing Engineering and Real Estate and Facilities group will periodically meet with the National Joint Committee (NJC) 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 Supervisor during the g-Comply process. The Plant Safety Supervisor will consult with the IHT-JET and any other resources necessary 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-GM Lockout Placard Guidelines. These placards will continue to be reviewed during a UAW-GM joint audit and should be reviewed during safety observation tours.

The LJHSC and, when appropriate, the IHT-JET, 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 EDP-21 for the IHT-JET. This material includes informational material, guidelines, standards, checklists, CD's, 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 common design specifications, and review of such, into the earliest design cycle of any new equipment, process, or operation at the appropriate level.

## **XVII. CONTROL OF CHEMICAL AND FOUNDRY EXPOSURES**

The Company will continue to update Occupational Exposure Guidelines (OEG's) to assess employee

exposure to chemicals in General Motors' 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. General Motors will require plants to use OEG's as the basis for evaluating employee exposures and for taking appropriate corrective or preventive action.

The Company will review Guidelines with the NJC on an annual basis and will discuss proposals for necessary changes. The Company 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 Company 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 differences and its rationale.
- Will review existing air sampling data to determine the prevailing exposure level to the chemical or substance under consideration.
- May make recommendations to the Executive Board – Joint Activities for research concerning the proposed change.

The Company 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 – Ad Hoc Occupational Health Advisory Board(s) studies, the NJC will devise an action plan and make appropriate recommendations to the Company regarding coolant exposures. In this regard, General Motors 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-GM Industrial Hygiene 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 – Joint Ergonomic 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.

The NJC will establish a medical surveillance program for implementation at General Motors iron foundries. This will include an air sampling plan and chemical controls as related to iron foundry operations.

## **XVIII. ACCESS TO DATA**

Since 1996, the Health Information System (HIS), has provided a common method for recording medical visit information in GM-UAW facilities.

In 2011, GM implemented a new system (Medgate) that integrated medical visit information and industrial hygiene data.



In 2019, GM will continue to track medical visits and Industrial Hygiene data in a system(s) that will allow the LJHSC to retrieve and analyze injury/illness data. Additionally, the system(s) will continue to allow authorized joint representatives to input, retrieve and analyze air sampling data.

A joint team working under the direction of the NJC developed standardized reports containing information used by the LJHSC in carrying out their responsibilities. The team also ensured that the system allows the LJHSC to generate special reports as needed for analyzing injury/illness trends. Existing reports that included OSHA 300 log overrides, continued to be available for access by the LJHSC.

A joint procedure has been established for review of quarterly audit results of injury/illness records with the LJHSC, by GM Health Services (administrative joint letter dated June 10, 1999). This audit includes a review of Worker's Compensation cases.

In order to monitor the effectiveness of the programs, the parties recognize that all work-related injuries and illnesses must be reported to GM Health Services as soon as possible. These injuries/illnesses shall be reported in accordance with procedures developed by the local PSRB. Further, the Company will continue to encourage the reporting of near-miss incidents as agreed in the 1999 Negotiations. The Company 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 motivate managers, supervisors, and workers to keep safety as an overriding priority.

The Company agrees to continue to provide information pertinent to the joint investigation of health and safety issues. This includes information from existing and previous medical and industrial hygiene databases including the Hazardous Materials Control System, Workers Compensation and Sickness & Accident databases. The Company 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 Company 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, Health Services, Industrial Hygiene, Finance, Purchasing, the LJHSC, Industrial Hygiene Technicians – Joint Ergonomic 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 plant Noise Control Committees, under the direction of the Plant Safety Review Boards (PSRBs), will utilize the Hierarchy of Controls to develop plant noise abatement programs in order to reduce noise levels in areas where hearing protection is required.

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 GM Occupational Hearing Conservation and Noise Program SL 3.0.
- Ensure new and rebuilt equipment meet the GM Sound Level Specification SL 1.0.
- Identify planned maintenance items related to noise control.

The Company 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 Planned, Predictive and Preventative Maintenance activities. These requirements will include both those that are regulated by government agencies and those established in UAW-GM programs. The LJHSC will also review Planned, Predictive, and Preventative Maintenance activities to assure local regulations and/or practices currently in effect are included. Safety related information such as established safety instructions and safe operating procedures for high risk task, shall be included in the Planned Maintenance Program (e.g., MAXIMO).

## **XXI. WORKING ALONE**

The parties have discussed the Company's policy regarding the assignment of employees to tasks in isolated locations or confined entry spaces. The Company explained that anytime an employee is assigned to work alone in an isolated area, the Company has instructed Plant Leadership to ensure an appropriate level of personal surveillance. (See jointly agreed to letter from Manufacturing Managers Council dated February 18, 2003.) Additionally, when work assignments have been identified as high risk to an employee, a Safe Operating Procedure will be created and which may include 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 Procedure or Safety Instruction to the employee detailing precautions to take to perform the task safely prior to starting work. This will not change or restrict

any mutually satisfactory local practices that exceed these requirements.

## **XXII. NO HANDS IN DIES POLICY**

The Company 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 / slide locks 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 Company’s practice to provide outside contractors with Company Health and Safety policies and procedures and relevant site specific UAW-GM Health and Safety work practices. The Company will continue to use the “Construction Safety Process” (CSP) as reviewed with the National Joint Committee that describes procedures for contractor safety and

provisions for protecting the UAW-GM employees during contractor work. 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, GM requires that construction or maintenance contractors comply with applicable Federal, State, and Municipal Health and Safety regulations as stipulated in the GM/contractor contract.

Where the nature of the construction or maintenance work requires that contractor employees work in proximity to UAW-GM employees and the project and activities are likely to adversely impact the health and safety of UAW-GM employees, GM will require, as a condition of the construction or maintenance contract, the contractor's commitment to abide by UAW-GM plant/site Health and Safety work practices. The Company 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 Company 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, use of approved contractual time off, and the availability of the Work/Family 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 Special Procedure for Attendance is a process in which the reason for an absence is no longer relevant nor required. Recognizing that there are contractually acceptable reasons for missing work, certain absences by their definition are not subject to the Improvement Steps of this procedure.

**3.** The action taken by Management as a result of the Attendance Improvement Steps of this procedure is subject to the Disciplinary Layoffs and Discharges Section of the National Agreement and the Grievance Procedure Section of the National Agreement as hereinafter defined. Grievances filed in regard to this Special Procedure will be initiated at the Second Step and shall be strictly limited in scope to claims that the procedure was improperly administered. Grievances may be filed following the termination of employment at the 6th Step of the Procedure claiming that the instant absence, tardiness or failure to call in was due to documented extraordinary circumstances beyond the employee's control.

**4.** This procedure is separate and distinct from the plant's standard corrective disciplinary procedures. All instances of employee absence, except the excludable absences as defined in paragraph 5, below, will be addressed through this procedure.

**5.** Absences excluded from this procedure which will not place the employee into the Attendance Improvement Steps are as follows:

- Informal Leave of Absence – Paragraph (103)
- Formal Leave of Absence – Paragraph (104)
- Formal Leave of Absence – Paragraph (105a)
- Sick Leave of Absence - Paragraph (106) – when receiving Sickness and Accident benefits
- Compensable Leave – Paragraph (108)
- Leave of Absence for Union Activity – Paragraphs (109) & (109a)
- Leave of Absence for Public Office – Paragraphs (110) & (110a)



- Leave of Absence for Military Service – Paragraph (112)
- Educational Leave of Absence – Paragraph (113)
- Leave of Absence – Apprentice Training – Paragraph (113a)
- Absence for Jury Duty – Paragraph (218)
- Absence for Short-Term Active Duty – Paragraph (218a)
- Bereavement – Paragraph (218b)
- Approved Vacation
- Vacation Restricted (VR) – Paragraph (194) – (Up to five (5) instances of absence as defined in Paragraph 8, below)
- Approved FMLA
- Disciplinary Layoff or Suspension
- Absences required to be protected by law

**6.** Instances of absence subject to this procedure are defined as follows:

- A.** One (1) day or two (2) consecutive days of absence will be treated as one (1) absence.
- B.** Absences of three (3) or more consecutive days will be treated as two (2) separate absences.
- C.** Tardiness of four (4) hours or more, or five (5) hours or more in plants with Alternative Work Schedules.

**7.** Employees are expected to request time off as far in advance of the absence as possible. When instances occur where an absence or tardiness as defined above could not be planned in advance, employees are required

to call in to report their absence or tardiness at least thirty (30) minutes prior to the scheduled starting time of the shift for which they will be absent or tardy unless they can provide a satisfactory reason to Management for such failure to call in. If an employee fails to call in, the absence is considered an instance in this procedure, whether or not it is permitted under this policy. For all locations, the number utilized for reporting unplanned absence or tardiness is: 1-800-222-8889.

Employees calling to report multiple consecutive days of absence must enter their expected return to work date. In these situations, additional daily absence calls will not be required. If the employee fails to return to work on the date originally indicated, an absence Call-In, compliant with the above conditions, will be required. Should an employee fail to enter a return to work date, the Call-In system will default to a code of 99/99 and Management will expect the employee to return to work on the next scheduled work day following the date of the Call-In.

**8.** Absences not excused in advance will result in Paragraph (194) Vacation Restricted (VR) hours being allocated to each hour of absence, up to eight (8) hours, on each day of such absence. During any eligibility year, employees will be limited to a maximum of five (5) instances where VR time will be allocated to an absence which was not excused in advance. Employees who are placed in Step 4 or 5 in the Attendance Improvement Steps must receive prior approval for use of VR hours.

**9.** Use of VR hours will not be permitted, unless excused in advance, on the following days:

- A.** Holiday qualifying days as specified in Paragraph (203)(3).
- B.** The last scheduled workday in the week preceding a Monday holiday specified in

Paragraph (203).

- C. The next scheduled workday in the week following a Friday holiday specified in Paragraph (203).

**10.** Instances of absence beyond those identified in paragraph 5, failure to call in as referenced in paragraph 7, or an unexcused absence occurring on a day identified in paragraph 9, will be subject to the Attendance Improvement Steps. A Paragraph (76a) interview will be offered in accordance with Paragraph (3) above. During a Paragraph (76a) interview conducted in connection with the Third Step of this Procedure, the employee will be advised of the availability of the Work/Family Program.

## ATTENDANCE IMPROVEMENT STEPS

Step	Absence/Instance	Action	Time on Record
1	First	First Written Warning	6 Months – Providing no further non-excludable absences; extended by periods of leaves.
2	Second	Second Written Warning	12 Months – Providing no further non-excludable absences; extended by periods of leaves.
3	Third	Referral to Work/Family and Balance of Shift Plus 1 Week Unpaid Time Off	18 Months – Providing no further non-excludable absences; extended by periods of leaves
4	Fourth	Balance of Shift Plus 2 Weeks Unpaid Time Off and Required Meeting with Work/Family	18 Months – Providing no further non-excludable absences; extended by periods of leaves
5	Fifth	Balance of Shift Plus 30 Days Unpaid Time Off	18 Months – Providing no further non-excludable absences; extended by periods of leaves.
6	Sixth	Termination of Employment	

An employee facing termination pursuant to this Procedure (6th Step) may request to have their pending termination reviewed by the Personnel Director (or their designate) and the Shop Chairperson (or their designate) to consider whether the employee's instant absence or failure to call in was due to documented extraordinary circumstances beyond their control. If the local parties agree not to take further action, the employee will remain at their current Step of the Procedure. However, should the parties not reach agreement, Management reserves the right to terminate the employee.

**11.** The Special Procedure for Attendance establishes fixed outcomes with respect to all matters contained in the Attendance Improvement Steps chart and supersedes all local understandings and agreements pertaining to attendance matters. Each action will remain on record until the defined "Time on Record" for that step has expired. In the event an employee is issued a subsequent action, all prior actions will remain on record until the most recent action attains its defined "Time on Record," at which time the employee's record will be cleared of this and all previous action steps.

**12.** Employees who have exhausted their annual VR allotment, as mentioned in Paragraph 8 above, and thereafter absent themselves from work for a reason not provided for in Paragraph 5 above, will be entitled to a review of their record. Employees will be limited to requesting one (1) Good Record Review per calendar year, regardless of outcome. If all six (6) criteria below are satisfactorily met, the employee will be limited to an award of one (1) single day of excused absence and not multiple days of absence, where the employee will not be issued an Attendance Improvement Step.

The criteria consist of the following:

1. The employee has a minimum of one (1) year seniority;
2. Has no active Attendance Improvement Steps on record;
3. Has had no more than two (2) Sick Leaves of Absence within the 36 months prior to the date the Record Review is conducted;
4. The unexcused absence did not occur on a day specified in Paragraph 9 above, or the first scheduled workday following a layoff;
5. The absence did not occur on a day that has been specified in advance to the Local Union by Local Management to have a historical pattern of high absenteeism;
6. The reason for such absence does not meet the FMLA eligibility requirements

The criteria listed above will be jointly reviewed by Labor Relations and the District Committeeperson for the District in which the employee works.

## **NATIONAL COMMITTEE ON ATTENDANCE**

13. The National Committee will review attendance data and discuss ways to reduce unwarranted absenteeism.

**International Union,  
UAW**

**General Motors  
LLC**

Terry Dittes  
Bryan Czape

D. Scott Sandefur  
Mark Polglaze

[See Par. (191)]  
[See App. A Att. B]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 General Motors.

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

Subject: Volume Reductions for Dual Sourced Products

During the course of these negotiations, the Company and Union have provided General Motors employees with substantially increased job security through the product commitments which were made during these negotiations. The parties recognize that these future potential employment levels may fluctuate as a result of the cyclical nature of demand in our industry. The Company 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-General Motors plants in the event of overall market declines. The Company agrees to take these and other actions whenever practical.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

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

[See App. K,(I),(D)]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

General Motors recognizes the significant contributions its UAW-represented employees have made to the improvements in product quality realized over recent years. In order to encourage and reward such ongoing commitment to quality, the Company has agreed to establish a Quality Performance Payment. GM Global Quality shall establish specific annual quality targets based on the Two Months In-Service Incidents Per Thousand Vehicles (2MIS IPTV) metric. Performance to the target will be based on model year performance for vehicles assembled in U.S. plants. Upon the attainment of U.S. vehicle quality targets established by GM, eligible employees, as defined below, will receive the Quality Performance Payment. Targets established by GM will be reviewed with UAW leadership prior to their implementation.

When the established target is achieved, eligible employees will receive the Quality Performance Payment in accordance with the following table:

## QUALITY PERFORMANCE PAYMENT

<b>Eligibility Date</b>	<b>Amount</b>	<b>Payable During Week Ending</b>
November 15, <u>2019</u>	\$500	December <u>15</u> , 2019
November 15, <u>2020</u>	\$500	December <u>13</u> , 2020
November 15, <u>2021</u>	\$500	December <u>12</u> , 2021
November 15, <u>2022</u>	\$500	December <u>11</u> , 2022

No bonus will be paid in any year in which GM determines that targets were not met.

Eligible employees are defined as those whose status with the Company as of the eligibility date is one of the following:

- Active with seniority;
- On temporary layoff status;
- On leave pursuant to Family and Medical Leave Act;
- On one of the following leaves of absence which has not exceeded ninety (90) days as of the eligibility date:
  - o Informal (Paragraph 103)
  - o Formal (Paragraph 104)
  - o Sickness and Accident (Paragraphs 106/108)
  - o Military (Paragraphs 112 or 218[a])
  - o Educational (Paragraph 113)

In addition, should the International Union, UAW-GM Department raise any question regarding the eligibility of a specific employee, the Company agrees to meet on such cases in order to review the facts.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the current negotiations, GM and the Union discussed the importance of continuing to ensure that employees serving our country are treated with respect and placed in jobs consistent with their contractual and legal rights. To that end, the parties also discussed the handling of Appendix A transfer opportunities for employees on leave of absence to perform Military Service pursuant to Paragraph 112 or Paragraph 218(a), or those reservists called to special active duty as a result of incidents occurring September 11, 2001.

The parties reaffirmed their commitment to reemploy these employees upon their return to work following the expiration of their leaves as required under the provisions of the GM/UAW National Agreement and the Uniformed Service Employment and Reemployment Rights Act of 1994 (USERRA).

In addition, upon their return to work employees should notify Management of their desire to review Appendix A transfer opportunities that became available while they were on leave. In the event that an Appendix A transfer opportunity would have been available to the employee while on military leave, the employee will

**PLACEMENT OF EMPLOYEES  
RETURNING FROM MILITARY LEAVE**

be transferred, seniority permitting, in accordance with the appropriate contractual provisions as soon as practicable.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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, the Company will not close, idle, 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 Company, (i.e. market related volume decline, act of God), and could make compliance with this commitment impossible. Should such conditions occur, the Company will review both the conditions and their impact on a particular location with the Union.

Should it be necessary to close or idle a plant constituting a bargaining unit consistent with our past practice, the Company will attempt to redeploy employees to other locations and, if necessary, utilize Attachment A of Appendix K of the GM-UAW National Agreement or

**PLANT CLOSING AND SALE MORATORIUM**

other incentivized attrition programs as agreed to by the National Parties.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 E. Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 GM Executive Committee 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 Champion of the Manufacturing Managers' Meeting, the Management group identified to oversee our health and safety improvement efforts by the GM Executive Committee, spoke with the parties about Management's commitment and desire to use the Joint Health and Safety Process for GM employees in UAW-represented facilities.



**DIVISIONAL HEALTH & SAFETY**

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 Company assured the International Union that local Management would discuss with the Local Key 4 plans to recall available laid off employees or hire available area hire applicants to fill such short-term openings.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See App. A,K]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

In conjunction with modifications to the Appendix L language and other sourcing language, the parties agree to the following guidelines, processes and descriptions.

**PURCHASING ACTIVITY**

The Company will, within 30 days of the effective date of the new Agreement, identify employees within the Purchasing organization who will serve as contacts in their area of expertise with the UAW-GM Department Sourcing Staff. It is understood by the parties that the role of these Purchasing contacts will be to provide information to the UAW-GM Department Sourcing Staff on the Purchasing process, sourcing actions, and supplier quality concerns. Additionally, the National Sourcing Committee will have access to specific information in the Global Purchasing System, through a designated General Motors Purchasing representative.

The parties have also agreed, via the Independent Part Supplier (IPS) process, that the Vice President and Director of the GM Department of the UAW, the GMNA Vice President of Labor Relations, and the Group Vice President, Global Purchasing and

Supply Chain, will meet quarterly for a high level Competitiveness Review. The Competitiveness Review will include subjects such as sourcing, improved commonality, competitive cost structures, and leading edge technologies. This will provide an opportunity to discuss and improve the current supply base, and to provide a venue to resolve issues concerning supplier viability.

The parties acknowledge that there may be circumstances when the UAW Assistant Director of Sourcing raises a specific concern regarding a sourcing business case being developed. In this regard, the GM Director of Sourcing will discuss such concerns with the appropriate personnel in General Motors Purchasing. GM Purchasing will assist the GM Director of Sourcing in providing accurate detailed cost information to the UAW Assistant Director of Sourcing relative to the supplier's bid related to the case in question.

### **FUTURE PRODUCT SOURCING PROCESS**

As a result of our continuing discussion regarding the UAW's involvement in future product sourcing, attached is the description of the Business Review Team Process. This process will provide involvement, open access and input to decision making early in the vehicle or propulsion development processes, as well as components and commodities as it relates to the propulsion development process. This can significantly impact quality, cost, productivity and program timing, thus enhancing the job security of UAW - GM employees. Further, other joint programs may be able to provide input on specific issues on an "as needed" basis.

Modifications to this process may be necessary to meet the intent of the UAW involvement in future product

## SOURCING GUIDELINES AND PROCESSES

sourcing as defined in the National Agreement, and the parties are committed to make changes required to ensure its success. Also, the Assistant Director, UAW – Sourcing, and the Director, GM Labor Relations – Sourcing, will provide assistance to the UAW and GM Labor Relations representatives should any problems or issues arise, with emphasis on solving problems early.

The parties recognize the strict confidentiality required regarding our future programs. Both UAW and management representatives have access to confidential information and the parties must assure it remains confidential. Therefore, the Assistant Director, UAW – Sourcing, and the Director, GM Labor Relations - Sourcing, will review this with their staff members assigned to future product sourcing activities to guarantee their understanding and commitment.

Expectations of the BRT Process in Assembly, Propulsion (which includes castings), Stamping, GMCH, and CCA are:

- The BRT will develop resolutions or recommendations to related sourcing issues that arise within their respective teams. Such resolutions or recommendations may be reached through discussion amongst the team members, and may include the use of the NPV business case model, or referral to National Parties if required.

Expectations of the operation of the process are:

- Access to Management personnel responsible for establishing the plant manufacturing sourcing pattern
- Participation with Management personnel in the work process evaluations

- Opportunities to understand data and to offer alternative solutions
- Increased probability for resolving possible sourcing issues early in the process

### **Vehicle Assembly – Business Review Team Process**

- The purpose of this team is to review and discuss on a regular basis the manufacturing footprint of product programs or vehicles slated to be built at a UAW-GM location. The team will commence its activities at (Document of Strategic Intent) DSI or a different agreed upon point of entry, and will remain active until the Start of Regular Production (SORP) unless otherwise agreed to by the National Parties. As is noted in this Agreement the UAW Assistant Director of Sourcing will be notified of any vehicle programs intended for sale in the U.S. when those programs pass the ASSI or PFI gate of the GVDP. The primary goals of this team are to provide an opportunity for input regarding plant utilization and a forum to surface issues that may arise relative to sourcing.
- The team is to consist of the Vehicle Manufacturing Chief Engineer, the Manufacturing Integration Manager, the UAW Sourcing Staff Representative and the Future Product Sourcing Representative, or their designates. Other resources may be included by either the Union or Company as subject matter experts as needed to facilitate the process. As appropriate, the Manufacturing Manager associated with the impacted location(s) will also be part of the team. The National Sourcing parties will play advisory roles as required.

**Metal Fabrication, Metal Assembly and Blanking –  
Business Review Team Process**

- The purpose of this team is to review and discuss on a regular basis the fabrication and assembly of metal for product programs or vehicles slated to be built at a UAW-GM location. The team will commence its activities at DSI or a different agreed upon point of entry, and will remain active until the SORP, unless otherwise agreed upon by the National Parties. As is noted in this Agreement the UAW Assistant Director of Sourcing will be notified of any vehicle programs intended for sale in the U.S. when those programs pass the ASSI or PFI gate of the GVDP. The primary goals of this team are to provide an opportunity for input regarding plant utilization and a forum to surface issues that may arise relative to sourcing.
- The team is to consist of the Executive Director or Director of Body for Manufacturing Engineering, the lead Engineering Group Manager, the UAW Sourcing Staff Assistant Director, the UAW Sourcing Staff Coordinator, and a GM Sourcing Staff representative, the UAW Sourcing Staff Representative and the Future Product Sourcing Representative or their designates. If, during the course of these meetings, the team concludes that others may be able to continue in the team role in place of the original participants, such designates may be named. Other resources may be included by either the Union or Company as subject matter experts as needed to facilitate the process. The National Sourcing parties will play advisory roles as required.

- In stamping operations, the focus will be on filling available press capacity and may also involve identifying low volume, less profitable parts which could be removed creating capacity for higher volume, more competitive parts to be run. Stamping operation efforts will also focus on subassembly work associated with stamped parts, to the extent that floor space is available.

**Propulsion – Business Review Team Process**

- The purpose of this team is to review and discuss the products that are manufactured within the Company's Propulsion facilities. As is noted in this Agreement the UAW Assistant Director of Sourcing will be notified of any vehicle programs intended for sale in the U.S. when those programs pass the ASSI or PFI gate of the GVDP. The primary goals of this team are to provide an opportunity for input regarding plant utilization and a forum to surface any issues that may arise relative to sourcing. As such, these BRT meetings should be viewed as ongoing in nature and their frequency established by the participants accordingly.
- The team is to consist of the appropriate Manufacturing Engineering personnel and the appropriate Manufacturing Manager for the Propulsion Operation being discussed, a GM Sourcing Staff representative, the UAW Sourcing Staff Assistant Director, and the UAW Sourcing Staff Coordinator, the UAW Sourcing Staff Representative, and the Future Product Sourcing Representative or their designates. Other resources may be included by either the Union or Company as subject matter experts as needed to facilitate the process.



## SOURCING GUIDELINES AND PROCESSES

- In addition to the on-going meetings, when an engine or transmission program passes the Kick-Off gate or a different agreed upon point of entry, a program overview will be held for the BRT. The UAW Sourcing Staff Representative and the UAW Future Product Sourcing Representative will be invited to that meeting.

In Propulsion operations, the focus will be on identifying available floorspace or available equipment capacity and matching it with potential competitive work.

### **GMCH– Business Review Team Process**

- The purpose of this team is to review and discuss the products that are manufactured within the Company’s GMCH facilities. As is noted in this Agreement the UAW Assistant Director of Sourcing will be notified of any vehicle programs intended for sale in the U.S. when those programs pass the ASSI or PFI gate of the GVDP. The primary goals of this team are to provide an opportunity for input regarding plant utilization and a forum to surface any issues that may arise relative to sourcing. As such, these BRT meetings should be viewed as ongoing in nature and their frequency established by the participants accordingly.
- The team is to consist of the Executive Director – GMCH or their designate, the UAW Sourcing Staff Assistant Director, the UAW Sourcing Staff Coordinator, the UAW Sourcing Staff Representative and a GM Sourcing Staff representative. Other resources may be included by either the Union or Company as subject matter experts as needed to facilitate the process.

- Any opportunities contemplated will be subject to GMCH's current engineering resources being adequate to support them and to GM or GMCH's having intellectual property rights necessary for production, use, and sale of components made at any of the GMCH sites.
- This BRT will operate at the National level but will be structured such that it will support the efforts of the local parties relative to sourcing activity and will focus on identifying additional job growth opportunities.

### **Customer Care and Aftersales (CCA) – Business Review Team Process**

- The purpose of this team is to review and discuss work and processes that are performed in CCA facilities. As is noted in this Agreement the UAW Assistant Director of Sourcing will be notified of any vehicle programs intended for sale in the U.S. when those programs pass the ASSI or PFI gate of the GVDP. The primary goals of this team are to provide an opportunity for input regarding plant utilization and a forum to surface any issues that may arise relative to sourcing. As such, these BRT meetings should be viewed as ongoing in nature and their frequency established by the participants accordingly.
- The team is to consist of a member of CCA's Labor Relations activity, the UAW Sourcing Staff Assistant Director, the UAW Sourcing Staff Coordinator, the UAW Sourcing Staff Representative, and the UAW Future Product Sourcing Representative. Other resources may be included by either the Union or Company as subject matter experts as needed to facilitate the process.

## **SOURCING GUIDELINES AND PROCESSES**

- In CCA operations, the focus will be on identifying available floorspace or available equipment capacity and matching it with potential competitive work.

The Parties believe there are some common factors that will make each of these BRT efforts successful:

- Open dialogue and information sharing between the UAW representatives and the management representatives, enhanced by the participants establishing the frequency of meetings and methods of communication early in the process. The skills of the individual participants and the ability to form an effective working relationship amongst the BRT members.

## **NEW WORK OPPORTUNITIES**

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 architecture, or redesigned vehicles, fabricated parts, propulsion (propulsion technology and energy storage devices), and component products.

In situations wherein the Company is introducing a new, current, new architecture, or redesigned vehicle, engine or transmission, or other product that does not replace or update an existing product, as jointly reviewed by the National Parties, the GM-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.

The sole principle and intent of this understanding is to provide the UAW with expanded opportunities to

defend its work and create opportunities to grow its membership.

### **CALCULATING EMPLOYEE IMPACT**

For the purposes of business cases developed related to Appendix L, the parties agree that the following will apply:

Direct labor will consist of the number of full-time-equivalent direct employees required to perform the operation(s), and the appropriate number of full time equivalent direct employees assigned to support the operation(s) such as Absentee/Vacation replacement, Relief, Team Leader, Repair, and 100% Inspection.

Indirect labor will consist of the number of full-time-equivalent indirect employees assigned to support the operation(s) such as Material Handling, Receiving, Shipping, Absentee/Vacation replacement, and Team Leader. Note that other indirect employees such as crib attendants and sanitation employees may only be properly included in a business case if a full employee is impacted as a result of the operation(s) being impacted.

Skilled trades labor will consist of the number of full-time-equivalent skilled trades employees assigned to support the operation(s). Other skilled trades employees, such as those assigned to building maintenance through the GM Real Estate and Facilities group and those assigned to skilled trades “pools” are not to be considered in the Appendix L business cases, unless a full employee is impacted.

Additionally, the employee impact of a potential outsourcing event involving current work will be based on the number of employees actually performing that work as described above.

## SOURCING GUIDELINES AND PROCESSES

### COSTING CRITERIA

The Company will continue to utilize the Net Present Value (NPV) methodology as the financial evaluation tool for sourcing decisions.

With regard to Make-Buy analyses, the Company reinforced that the NPV evaluation measures incremental costs. If the parties can jointly arrive at a plan to eliminate the need for certain spending being reflected in the business case, it would cease to be incremental, and thus should not be considered. For example, if in the course of conducting an insourcing study, the parties could arrive at a plan whereby the work being studied could be done at the plant without increasing the number of hours currently being worked by Skilled Trades in that plant, there would be no incremental cost for Skilled Trades manpower in that particular study.

The Parties shall, within 90 days following the effective date of the Agreement, complete the work required to update the NPV Costing Workbook that will be utilized as the approved tool for creating business cases and analyzing sourcing decisions pursuant to Appendix L. Until such time as the new NPV Costing Workbook is updated, the Workbook currently approved for use will remain in effect.

### SOURCING CRITERIA

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 Company'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 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 General Motors-UAW represented employment levels and the job security of General Motors-UAW represented employees.

Transfer pricing profits will not be considered in making sourcing decisions. Only appropriate return on investment and burden will be considered.

### **PRODUCT DEVELOPMENT AND TRANSFORMATION**

The parties discussed various issues related to product development and product transformation. The Company 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 vehicle development and manufacturing. The products manufactured and services delivered must meet evolving customer preferences and demands at a competitive price.

The Company 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 and processes 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

## SOURCING GUIDELINES AND PROCESSES

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 Company 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 Company recognizes that working together will help preserve and grow good paying jobs for all current and future UAW-represented employees at General Motors LLC.

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 Company's plans to proceed with a new or redesigned vehicle. To that end, it is understood and reaffirmed that early during the product development cycle, matters such as sourcing patterns, possible changes in assembly, sub-assembly, stamping, propulsion and other 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. 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 (e.g. shift to new propulsion technology and energy storage devices), in materials (e.g. increased use of plastics and/or aluminum in body panels, shift to aluminum castings), in assembly and design (e.g. for easier assembly/manufacturing methods and for disassembly for recycling purposes).

Further, the Union's early involvement during the product development process allows for discussions relative to issues such as the impact of a traditional gas-fueled internal combustion engine vehicle, and, for example, the comparable electric, hybrid electric, fuel cell, or dedicated and flexible alternative-liquid-fuel vehicle with respect to major components, materials, and assembly methods.

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.

### **OTHER INFORMATION SHARING**

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-GM-UAW suppliers for General Motors. This list will be updated and expanded to include supplier expiration dates, supplier location (city and state), annual volume, U.S. plant locations receiving the parts and Union affiliation if known, and will be furnished three times per year in January, May, and September or as otherwise agreed by the National



## **SOURCING GUIDELINES AND PROCESSES**

Parties. Requests for re-formatting the data into a more user friendly output will be accommodated when practicable. Additionally, the supply base VAA maps that are compiled by GM Purchasing will be provided to the International Union on an annual basis.

During these negotiations, the Parties discussed at length the UAW's concern that beginning their involvement at the DSI gate of the Global Product Development Process was preventing them from having meaningful input into certain sourcing directions being contemplated by the Company. Management indicated that setting the Strategic direction for the Company in terms of the processes to be employed in manufacturing its products can occur in advance of the DSI gate for a specific product program. In such situations, Management will notify the UAW Assistant Director - Sourcing of a manufacturing process change, and outline the potential scope and subsequent impact associated with the updated manufacturing process, such that the potential impact on the UAW workforce and/or potential Appendix L implications can be assessed.

The parties have a long standing history of exchanging appropriate information and data as the need arises. There can be no way to predict what information may be required and available for every circumstance in the future, however the parties agree that they will discuss appropriate ways to share information and data when circumstances warrant. As such, the UAW Assistant Director of Sourcing may request information of the GM Labor Director of Sourcing on as needed basis.

## **OTHER UNDERSTANDINGS**

There may be situations where the assembly plants discuss the practicality of insourcing what is commonly called “up-fitting” or the assembly of performance parts on production vehicles. In this regard, the local parties have the responsibility to discuss and evaluate costs and other factors in order to determine the feasibility of performing such work in-house. Any evaluation should include a business case analysis of performing all or part of the up-fitting. Where the local parties need additional information in order to evaluate the prospect of performing the work, the appropriate available detail will be provided in order to conduct the analysis of the potential insourcing of work. In addition, members of the National Sourcing Staff will work with and provide any necessary training for the local parties upon request.

During these negotiations, the parties discussed situations that arise when multiple plants perform identical or nearly identical work. In such situations it could be mutually advantageous to examine performing a particular operation or operations at a single plant. By way of example, analysis may show consolidating such work into a single location may present a better alternative than would be realized by outsourcing the subassembly from each individual assembly plant. The Appendix L Sourcing criteria will be used to develop business cases. Upon request of the National Sourcing Committee, specific multi-plant business case opportunities will be reviewed to determine the feasibility of performing further evaluation.

## SOURCING GUIDELINES AND PROCESSES

### Sourcing Database

The parties shall, within 90 days following the effective date of the Agreement complete the work required to finalize a new gatekeeper system as the approved repository for insourcing and outsourcing impact(s) (reference Appendix K).

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relation

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**Inter-Organization**

**GENERAL MOTORS LLC**

Date: October 16, 2019

Subject: Financial Secretaries--Dues  
Check-Off

To: All Personnel Directors  
Plants Covered by the GM-UAW  
National Agreement

As a part of the current negotiations, General Motors informed the International Union, UAW, that Mr. George B. Morris, Jr.'s letter of November 19, 1973 involving problems of Financial Secretaries would again be published. The text of that letter is as follows:

“During 1973 negotiations, General Motors 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.

## FINANCIAL SECRETARIES - DUES CHECK-OFF

“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.”

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (4h),(4k),(4o),(4s),(61c)]

[See Doc. 19]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (4k),(4o),(61c)]

[See Doc. 18]



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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

**APPRENTICE PLACEMENT - CLOSED PLANTS  
OR DISCONTINUED PROGRAMS**

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 GM-UAW Skilled Trades and Apprentice Committee, and will establish a new date-of-entry.

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 maintain their existing 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 GM-UAW Skilled Trades and Apprentice Committee.

**APPRENTICE PLACEMENT - CLOSED PLANTS  
OR DISCONTINUED PROGRAMS**

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (63),(64)(e),(96a),(127)(d)(1)]  
[See App. A]

## **MEMORANDUM OF JOINT COMMITMENT: EMPLOYEE PLACEMENT FOR CLOSED AND DISCONTINUED OPERATIONS**

Both parties recognize the importance of fully utilizing UAW-GM 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 and active employees to relocate to available job opportunities at UAW-GM 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 GM 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.

**Inter-Organization**

**GENERAL MOTORS LLC**

Date: October 16, 2019

Subject: Notice to Laid Off Employees  
of Anticipated Recall

To: All General Managers  
All Personnel Directors

As a part of current negotiations, General Motors informed the International Union, UAW that Mr. George B. Morris, Jr.'s letter of November 22, 1976, concerning Notice to Laid Off Employees of Anticipated Recall would again be published. The text of that letter is 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.

**NOTICE TO LAID OFF EMPLOYEES OF  
ANTICIPATED RECALL**

“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.”

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (64)(d)]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See App. A]

[See Doc. 21]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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.



**REPRESENTATION DURING MANAGEMENT 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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (19),(25)]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During current negotiations, General Motors 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. The text of that letter is as follows:

"During recent contract negotiations, the parties discussed General Motors' long standing policy ('closed plants' policy) applicable to employees who, after receiving a vacation pay allowance at a General Motors plant based on seniority held in some other General Motors plant, broke seniority at the other General Motors 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

**"CLOSED PLANTS" POLICY - VACATION PAY**

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**Inter-Organization**  
**GENERAL MOTORS LLC**

Date: October 16, 2019  
Subject: Prior Seniority - Vacation Pay  
To: General Managers  
Personnel Directors

As a part of the current negotiations, General Motors informed the International Union, UAW that the George B. Morris, Jr. letter of November 19, 1973 regarding prior seniority would again be published. The text of that letter is as follows:

“During 1973 national negotiations, discussions were held regarding employees who had prior seniority in another General Motors 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.)

## PRIOR SENIORITY – VACATION PAY

- “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, General Motors 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.”

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[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. Additional information regarding testing for marijuana and the need for a baseline

test may be obtained from the Doc. 46 Work/Family Representative or Medical. 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. The employee will be required to seek Work/Family services and will be referred to the Central Diagnostic Referral (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. The employee will be required to seek Work/Family services and will be referred to the Central Diagnostic Referral (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. The employee will be required to seek Work/Family services and will be referred to the Central Diagnostic Referral (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 Joint Program Representatives. 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**

**General Motors  
Company**

Dated:

October 16, 2019



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

The following is the text of the written and published policy of General Motors in employment:

“Operating as it does on a nationwide basis, General Motors 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, sexual orientation or gender identity/expression.”

“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.”

**GM EQUAL OPPORTUNITY EMPLOYMENT POLICY**

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Preface, Par. (6a),(63)]

[See Doc. 31,32,33,99]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the course of the current negotiations, General Motors and the International Union, UAW reaffirmed the matter of the Company'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 Company 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, sexual orientation, gender identity/expression 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 General Motors 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

## EQUAL APPLICATION COMMITTEES – NATIONAL AND LOCAL

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, (3) to jointly communicate 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 (4) to provide and monitor jointly approved diversity training modules.

Accordingly, the parties have established 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 Company, one of whom will be active in the Company'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).



## EQUAL APPLICATION COMMITTEES – NATIONAL AND LOCAL

- b. Jointly conduct or arrange for information gathering 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, upon mutual agreement of the UAW Vice President of the GM Department and the GM Vice President of Labor Relations.
- c. Jointly communicate with appropriate federal and state agencies for purposes set forth in this letter, upon mutual agreement of the UAW Vice President of the GM Department and the GM Vice President of Labor Relations.
- d. Review and discuss ways and means of implementing General Motors policy regarding employment of individuals with disabilities.
- e. Advise and counsel Local Plant Equal Application Committees.
- f. Jointly review and develop the necessary information that would allow the National Equal Application Committee to monitor and evaluate UAW-GM local plant diversity environments and initiatives. This information will also be available online.
- g. A joint National Critical Intervention Team has been established to provide onsite assistance to the local plant Equal Application Committee upon request of both the UAW Vice President of the GM Department and the GM Vice President of Labor Relations.

## EQUAL APPLICATION COMMITTEES – NATIONAL AND LOCAL

- h. The Diversity Training Program will continue to be available to the Local Equal Application Committee for use at all UAW-represented GM locations. Diversity training will be included in the New Hire Orientation materials. Problems encountered with the implementation of Diversity initiatives may be brought to the attention of the National Equal Applications Committee for resolution.

This Committee's activities will be separate from any actions that the Company or Union is required to take as a matter of law.

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 Company'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 Equal Application Committee ways and means of promoting use of the grievance procedure as the exclusive method for resolving claims of violations of Paragraph (6a).

## **EQUAL APPLICATION COMMITTEES – NATIONAL AND LOCAL**

- 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 Equal Application 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 General Motors 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 Company and the Union will welcome the recommendations the Committees may make, the Committees may not commit either party to a specific course of action.

**EQUAL APPLICATION COMMITTEES – NATIONAL AND LOCAL**

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 Company which allege a violation of Paragraph (6a).

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Doc. 30,32,33,99]

**GM POLICY REGARDING EMPLOYMENT  
OF INDIVIDUALS WITH DISABILITIES**

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

The following is the text of the written and published policy of General Motors LLC regarding employment of individuals with disabilities:

“The policy of the Company 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 to implement 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 Company 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, as amended, and the rules and regulations promulgated thereunder, General Motors represents that it will affirmatively act to employ, advance in employment and otherwise

**GM POLICY REGARDING EMPLOYMENT  
OF INDIVIDUALS WITH DISABILITIES**

treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Preface, Par. (6a),(63)]

[See Doc. 30,31,33,99,107]

**GM POLICY REGARDING EMPLOYMENT OF DISABLED VETERANS,  
RECENTLY SEPARATED VETERANS, ARMED FORCES SERVICE  
MEDAL VETERANS, or OTHER PROTECTED VETERANS**

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

The following is the text of the written and published policy of General Motors LLC regarding employment of Disabled Veterans, Recently Separated Veterans, Armed Forces Service Medal Veterans, and other protected Veterans:

“The policy of the Company is to make reasonable accommodation to the limitations of qualified Veterans and to extend employment opportunities to Disabled Veterans, Recently Separated Veterans, Armed Forces Service Medal Veterans, or other protected Veterans during a war or in a campaign or expedition for which a campaign badge has been authorized, taking into account the needs of the business and financial cost and expense.

“Hiring and employment practices and procedures to implement 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 Company policy regarding

**GM POLICY REGARDING EMPLOYMENT OF DISABLED VETERANS,  
RECENTLY SEPARATED VETERANS, ARMED FORCES SERVICE  
MEDAL VETERANS, or OTHER PROTECTED VETERANS**

employment of the Disabled Veterans, Recently Separated Veterans, Armed Forces Service Medal Veterans, or other protected Veterans.”

Consistent with the foregoing policy and applicable law, General Motors represents that it will take affirmative action to employ, advance in employment and otherwise treat qualified Disabled Veterans, Recently Separated Veterans, Armed Forces Service Medal Veterans, and other protected Veterans without discrimination based upon their physical or mental handicap in all employment practices.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Preface, Par. (6a),(63)]

[See Doc. 30,31,32,99]



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 General Motors employees throughout the United States.

Very truly yours,

**GENERAL MOTORS LLC**

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (76b)]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

Subject: GM Service and Parts Operations -  
Warehouse Management System (WMS)

During the current negotiations, the Union expressed concern that the installation of an upgraded computer system in conjunction with the mechanization of the "Warehouse Management System" would be used to establish work standards and gather data for purposes of disciplinary action.

It was pointed out that the use of the upgraded computer equipment is to facilitate order consolidation, mechanize the recording of material movements and accomplish more efficient direction of warehouse functions. The information accumulated and generated by this equipment will not be used to establish production standards or to initiate or support disciplinary action.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

*It is acknowledged this document will be replaced with the appropriate documents as they are finalized consistent with the intent of the MOU, Joint Activities. This document does not prejudice the position of either party.*

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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.

In this regard, the parties agreed to supplement local plant programs by providing a national New Employee Orientation Program. The focus of the program is to explain the respective roles of GM 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 Company business success which benefits both employees and communities.

The national program ensures uniformity of message and treatment. The program is available to requesting locations, including appropriate support on how to deliver it most effectively. The national program is packaged in a self-contained module to provide local

## ORIENTATION PROGRAM

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 jointly 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 Company and Union representatives from each location responsible for administering the program. Expenditures for this program are referenced in the Memorandum of Understanding-Joint Activities.

The New Employee Orientation Program shall not be subject to the Grievance Procedure nor in any way limit communications by the Company with its employees or by the Union with its members.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

## **MEMORANDUM OF UNDERSTANDING EMPLOYEE ASSISTANCE PROGRAM**

*It is acknowledged this document will be replaced with the appropriate documents as they are finalized consistent with the intent of the MOU, Joint Activities. This document does not prejudice the position of either party.*

## **MEMORANDUM OF UNDERSTANDING GLOBAL MANUFACTURING SYSTEMS**

General Motors and the UAW recognize that the cornerstone of job security and growth for all General Motors employees is to earn customers for life while building the most valued automotive company, consistent with our purpose and values. Working together, this is accomplished at all levels of the organization and engages all team members to achieve business results and drive continuous improvement through the unified use of General Motors' Global Manufacturing System (GMS).

GMS is the single, common global manufacturing system that engages and aligns all employees. The principles and elements of GMS will support the team member, eliminate waste, continuously improve business results and deliver quality to the customer when fully implemented and executed. Failure to execute all of the principles and elements significantly reduces the effectiveness of the system. It is agreed that the Parties will jointly implement and execute the entire system.

The National Parties agree that General Motors' Global Manufacturing System is the single system to be used in all UAW represented locations. In addition, the Parties have agreed that the support of GMS through the UAW-GM GMS Steering Committee, governed by the UAW-GM GMS Leadership Council, is effective and beneficial to all UAW represented locations and its members.

## **Council Structure**

The strength of our joint commitment to the implementation and execution of GMS is supported by the following councils:

### **I. UAW-GM GMS Leadership Council**

The Leadership Council will be co-chaired by the Vice President of Labor Relations, GMNA and the Vice President and Director of the UAW General Motors Department and will meet on a quarterly basis. The membership will include GM and UAW leadership as designated by the Co-Chairs.

The purpose of this Council is to:

- provide overall direction for the implementation and execution of GMS
- provide a forum for sharing information regarding competitive benchmarking and global revisions to GMS
- review BPD in order to evaluate the progress of the plan to the goals and support countermeasures
- resolve escalated Product Quality Resolution Process concerns

The Co-Directors for the Support Staff will assign appropriate resources to support the Council's directions and initiatives.

### **II. UAW-GM GMS Operations Council**

The core membership consists of UAW International Servicing Representatives and GM Manufacturing Executive Directors. Other members may be designated by the UAW-GM GMS Operations Council. Meetings are facilitated by the UAW-GM GMS Steering Committee Co-Chairs and occur on a quarterly basis.



The purpose of this Council is to:

- support overall direction and governance for the implementation and execution of GMS
- provide a forum for sharing information regarding competitive benchmarking and global revisions to GMS
- provide support for GMS implementation and execution
- review BPD in order to evaluate the progress of the plan to the goals and support countermeasures
- review progress of departmental activities such as Suggestions, VPAC, etc.
- resolve escalated Product Quality Resolution Process concerns from the UAW-GM GMS Steering Committee or the UAW-GM GMS Local Leadership Council

Issues involving the failure and/or refusal of a plant to fully implement GMS should be referred to the UAW-GM GMS Operations Council. The Council is empowered to provide whatever direction is necessary to ensure such plant becomes fully compliant with GMS in accordance with the commitments made in this document.

### III. UAW-GM GMS Steering Committee

This committee is co-chaired by the National Joint Program Representatives under GMS and will meet monthly or as jointly agreed. Other members of the committee will be designated by the UAW-GM GMS Steering Committee Co-Chairs.

The purpose of this Committee includes but is not limited to:

- providing support for GMS implementation and execution
- resolving any escalated concerns from the UAW-GM GMS Local Leadership Councils
- addressing any other implementation or execution issues that may arise
- coordinating joint GMS activities

#### IV. UAW-GM GMS Local Leadership Councils

These Councils which are Co-Chaired by the UAW Shop Committee Chairperson and the Plant Manager, shall meet monthly and may consist of the following members:

- President of the Local Union
- Shop Committee members
- Plant Manager's Staff
- Personnel Director
- UAW International Regional Representative
- Other members may be designated as appropriate

The purpose of these Councils is to:

- act as the Local Leadership Council for GMS implementation and execution, and to provide support through participation in the Principle Basket Weave teams
- review alignment of BPD Level 0 to local BPD goals
- review BPD in order to evaluate the progress of the plan to the goals and support countermeasures
- review progress of GMS activities such as training, problem solving, Suggestions, VPAC, etc.

- resolve any escalated GMS implementation, execution and Product Quality Resolution Process concerns

The GMS Representative and their management counterpart will facilitate the UAW-GM GMS Local Leadership Council meetings.

### **GMS Representatives Roles and Responsibilities**

GMS Representatives and their management counterpart(s) will have responsibilities to assist their respective Councils in the effective implementation and execution of GMS. These duties include being an effective coach and teacher of GMS principles and related elements, facilitating Council meetings as directed, and supporting People Involvement activities such as Suggestions, VPAC, etc.

To this end, the GMS Representatives and their management counterpart(s) will receive the training necessary to effectively perform their duties and complete the GMS Representative Certification Process.

### **Departmental Activities**

The following programs will be supported by the National Joint Program Representatives under GMS:

- Suggestions Plan
- Support of GMS for Maintenance and evolving Predictive Technologies
- Support of the CMMS system
- VPAC/VSSM Programs

The parties agreed to make enhancements to the Suggestion Plan, including but not limited to streamlining the submission process, shortening the time for adopt/non-adopt decisions, enhancing and expediting payouts with the intent to increase participation and the value of the Suggestion Plan to the membership.

Appropriate information, updates, and training schedules will be posted on the Departmental Website.

### **GMS-Maintenance**

During these negotiations, The National Parties discussed the importance of engaging all team members, including maintenance, in fully implementing and executing GMS. A focus during those discussions was a concern regarding GMS specific to the maintenance function. At the conclusion of those discussions, the Parties reaffirmed that the GMS principles and elements support all team members including maintenance and when fully implemented are the cornerstone of job security and growth for all General Motors employees.

Also discussed was the importance of appropriate and accurate data entered into a Computerized Maintenance Management System (CMMS). To that end, it is expected that UAW represented skilled trades, and others assigned as appropriate, provide such data. In recognition of team member concerns, Management has stated that such information from the CMMS database will not be used for disciplinary action, outsourcing, or subcontracting. It is understood both parties will have full access to the data.

The Parties have agreed that the support of all team members in all functions in the execution of GMS through the UAW-GM GMS Steering Committee, governed by the UAW-GM GMS Leadership Council,

is effective and beneficial to all UAW represented locations and its members.

### **Product Quality Resolution Process**

During the course of past negotiations, the National Parties discussed team members having the opportunity to raise product quality concerns in the course of performing their regular work assignments. In so doing, team members 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.

Any issues requiring immediate attention will be expedited and escalated through the UAW-GM GMS Doc 46 Representative and their Management Counterpart. In the event it is not resolved at this level, the issue will be expedited and escalated to the UAW-GM GMS Local Leadership Council. The UAW-GM GMS Local Leadership Council can in turn expedite and escalate as needed through the remaining council structure up to and including the UAW-GM GMS Leadership Council for final resolution. The joint parties will provide a written record of all issues that are escalated or resolved at each step.

The Parties will periodically review and revise the Product Quality Resolution Process as necessary. Updates will be posted on the Departmental Sharepoint site.

### **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 GM workers who are members of the UAW. During the current negotiations, the Company 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.

### **Team Leaders**

A focus of these discussions was the important role that production and skilled trades team leaders have in the overall success of implementing and executing GMS.

Team Leaders will be provided with the tools, the training, and the time to perform their roles. This effort will include the identification of practices and the development of processes that provide for the ongoing support of the Team Leader function in areas such as roles and responsibilities, selection, de-selection, evaluation, availability, training and development, etc. In addition, the UAW-GM GMS Steering Committee will identify and share best practices on team leader effectiveness and availability.

The parties discussed the importance of team meetings and team leader meetings for effective problem solving and elimination of waste. These meetings encourage greater employee engagement and contribute to the overall success of the implementation and execution of GMS. The UAW-GM GMS Local Leadership Council should jointly discuss ways to optimize inclusion and empowerment of the teams.

### **Job Rotation**

During the course of these negotiations, the parties discussed the requirement for Job Rotation in the implementation and execution of GMS in all worksites.

The parties discussed the need for plants to determine the best rotation plan for their worksites. In order to achieve that objective, the parties agreed that the UAW-GM GMS Local Leadership Council will determine the best manner in which the plant will employ rotation.

### **Issues Resolution Process**

The Parties continue to recognize that the cornerstone of job security for all General Motors team members lies in our ability to earn customers for life while building the most valued automotive company, consistent with our purpose and values. Further, the parties recognize that a key enabler is the efficient, effective, full joint execution of GMS. The Parties agree, that in order to fully engage team members in this effort, job security and people issues have to be considered. In situations where operational efficiencies are made through continuous improvement efforts, team members will be redeployed to available work within the bargaining unit.

Any issues requiring immediate attention will be expedited and escalated through the UAW-GM GMS Doc 46 Representative and their Management Counterpart. In the event it is not resolved at this level, the issue will be expedited and escalated to the UAW-GM GMS Local Leadership Council. The UAW-GM GMS Local Leadership Council can in turn expedite and escalate as needed through the remaining council structure up to and including the UAW-GM GMS Leadership Council for final resolution. The joint parties will provide a written record of all issues that are escalated or resolved at each step.

**International Union,  
UAW**

Terry Dittes  
Bryan Czape  
Dave Shoemaker

**General Motors  
Company**

D. Scott Sandefur  
Mark Polglaze  
Carol Parr

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

The UAW and GM 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, gender identity/expression, 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 General Motors 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-GM to fully contribute and achieve personal fulfillment. The UAW and GM 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 GM work together



## COMMITMENT TO DIVERSITY

at the national and local levels to develop and deliver diversity training. The principles that guide UAW-GM 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-GM 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-GM 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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

Re: Paragraph 64(e) Extension

This will confirm the parties' understanding that on a one-time basis during the life of the current GM-UAW National Agreement the provisions of Paragraph 64(e) notwithstanding, employees who have recall or rehire rights and who thereafter break seniority or lose rehire rights pursuant to the provisions of Paragraph 64(e) shall have a rehire right to their plant through the term of the current GM-UAW National Agreement.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

*It is acknowledged this document will be replaced with the appropriate documents as they are finalized consistent with the intent of the MOU, Joint Activities. This document does not prejudice the position of either party.*

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the course of these negotiations, General Motors 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, General Motors 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

## EXPEDITIOUS GRIEVANCE HANDLING – GM TO UAW

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 committeemen 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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (19),(79)]

[See Doc. 45,48,95]

**UAW INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AEROSPACE & AGRICULTURAL  
IMPLEMENT WORKERS OF AMERICA**

October 16, 2019

Mr. D. Scott Sandefur  
Vice President  
GMNA Labor Relations  
General Motors Corporation  
General Motors Building  
Detroit, Michigan 48202

Dear Mr. Sandefur:

During these negotiations, the Union re-emphasized their commitment to resolve grievances in an expeditious manner. To that end, the International Union, UAW, informed the General Motors 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 Committeemen made little or no effort to resolve grievances they have written or to process them

**EXPEDITIOUS GRIEVANCE HANDLING – UAW-GM**

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 employees 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,

Terry Dittes  
Vice President and Director  
General Motors Department

[See Par. (5),(34),(79)]

[See Doc. 44,48,95]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 and Global Manufacturing System (GMS) 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-Chairpersons, 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
- Global Manufacturing System (GMS)



## JOINT PROGRAM REPRESENTATIVES

Each plant in General Motors, 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:

<b>Plant Population</b>	<b>Number of Representatives</b>
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

## JOINT PROGRAM REPRESENTATIVES

given bargaining unit will be determined by the number of represented employees (active and temporary layoff) 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, consistent with the Memorandum of Understanding – Joint Activities but 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 Executive Board – Joint Activities pursuant to the Memorandum of Understanding – Joint Activities. 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 Executive Board – Joint Activities 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 Executive Board 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

## JOINT PROGRAM REPRESENTATIVES

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 Company 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 to the Executive Board – Joint Activities. 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 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 GM-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, Work/Family, and Joint Training will be scheduled to perform joint program-related activities if they would otherwise have work available in their equalization group.

Joint Program Representatives are eligible for promotion to higher rated jobs on their shift in

## JOINT PROGRAM REPRESENTATIVES

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.

Longer range, the Executive Board - 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 GM 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 Company and the International Union consistent with the Memorandum of Understanding – Joint Activities.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (19),(23)]

[See Memo-Joint Activities]

[See Memo-Training; Memo-Attendance]

[See Memo-Human Resource Development]

[See Doc. 7,39,40,88,105]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During current negotiations, the parties reaffirmed their intent to continue the interpretation regarding Paragraph (76) expressed in the Louis G. Seaton letter addressed to Personnel Directors dated February 13, 1969. The text of this letter is 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 GM-UAW 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).”

**PARAGRAPH 76 - TEMPORARY EMPLOYEES**

The provisions of Paragraph 76 will apply to employees hired pursuant to Appendix A as of the date of hire.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (5),(19),(43)]

[See Doc. 44,45]



**MANAGEMENT REPRESENTATIVES IN  
DISCIPLINARY INTERVIEW**

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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

**MANAGEMENT REPRESENTATIVES IN  
DISCIPLINARY INTERVIEW**

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (76a)]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (76),(203)]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (76)]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 Industrial 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.

## REINSTATEMENT OF GRIEVANCES

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.

## REINSTATEMENT OF GRIEVANCES

It is agreed that none of the above provisions will be applicable to any case settled prior to December 13, 1976.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (38),(53),(79i)]

**Inter-Organization**

**GENERAL MOTORS LLC**

Date: October 16, 2019  
Subject: Furnishing Work Elements -  
Standards Cases  
To: All General Managers  
All Personnel Directors

During current negotiations, General Motors informed the International Union, UAW that it was its intention to republish the Corporation's letter concerning Furnishing Work Elements - Standards Cases. The text of that letter is 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 GM-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



**FURNISHING WORK ELEMENTS -  
STANDARDS CASES**

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.”

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**Inter-Organization**

**GENERAL MOTORS LLC**

Date: October 16, 2019

Subject: Transfer or Re-Assignment of  
Employees

To: All General Managers  
All Personnel Directors

As a part of the current negotiations General Motors informed the International Union, UAW that it was the Corporation's intention to republish Mr. L. G. Seaton's letter of December 15, 1967 regarding the transfer or reassignment of employees who complained about production standards or discipline. The text of that letter is as follows:

“During the negotiations resulting in the 1967 GM-UAW 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 General Motors 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.

## EMPLOYEE TRANSFER OR RE-ASSIGNMENT

“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.”

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (76),(79h)]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During current negotiations, General Motors and the International Union, UAW have reaffirmed the informal procedure dealing with the implementation of production standards settlements as outlined in Mr. Earl R. Bramblett's letter of October 5, 1964. The text of that letter is 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 Central Office Labor Relations Staff of a multi-plant car or body division, and/or the

**IMPLEMENTATION OF PRODUCTION  
STANDARDS SETTLEMENTS**

Corporation Personnel 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 their 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 Central Office.
- “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 General Motors Labor Relations Staff where it will be resolved.

“This letter and this procedure are not intended to prejudice any contractual position either General Motors or the UAW may take in any case arising under the National Agreement.”

**IMPLEMENTATION OF PRODUCTION  
STANDARDS SETTLEMENTS**

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, Central Office or GM Department personnel may also be processed under this informal procedure.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (79),(79i)]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 Company provides "tag" relief, and on certain other operations that the Company determines are likewise of such a nature as to give the employees no control over their work pace, shall be twenty (20) minutes before lunch and twenty (20) minutes after lunch on a regular eight (8) hour shift, making a total of forty (40) minutes. Those plants operating on an Alternative Work Schedule (AWS) consisting of four (4) days of ten (10) hours each shall be provided relief time on the basis of fifty (50) minutes per ten (10) hour shift. 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.

## RELIEF TIME - CERTAIN OPERATIONS

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.

It is further understood that this policy supersedes any local agreements or practices regarding this subject that conflict with this policy.

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 a divisional Central Office or a member of the Company Labor Relations Section to discuss the complaint and take appropriate action.

This letter and this informal procedure are not intended to prejudice the position of either General Motors or the UAW.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Doc. 40, Att.A]

[See CSA #4]



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes

During 2007 negotiations, the parties held extensive discussions regarding the unprecedented competitive pressures that have required the parties to focus on the performance of housekeeping functions and their impact on GM's overall competitiveness. It was recognized that these housekeeping functions detract from the overall competitive position of the Corporation and must be addressed. Therefore, the parties have agreed to exit the following functions in their entirety, as expeditiously as possible, but no later than January 2009:

- Cardboard Disposal/Trash Handling
- Environmental Support
- Janitorial/Laborers; all functions performed
- Line Sweepers – utilize Owner Operator when applicable
- Roads and Grounds
- Booth Cleaning
- Chip Handlers/Foundry Cleanup – utilize Owner Operator when applicable

The local parties will develop and implement redeployment plans for impacted employees that may include transfer to other operations within the existing plant, transfer to another location, normal attrition and/or a targeted Special Attrition Program as this work is being transitioned.

Furthermore, the National Parties have agreed that the local parties explore opportunities to exit additional housekeeping work assignments, such as the following:

- Crusher Pit Operators (Stamping)
- Equipment Cleaners (Daily & Deep Cleaning; (example; Body, GA, etc.))
- Scrap Metal Disposal/Handling
- Filter Changing
- Fixture Re-lamping
- Furniture Movement
- Stocking and Delivery of Stationary Supplies

Any work assignments identified to be exited by the local parties, consistent with the list immediately above, must be agreed to by the National Parties.

In the event issues exist that the local parties are unable to resolve, either party may refer the matter to the National Parties for resolution.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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.” In order to provide the information to the local Union, Management will be prepared to talk through the Outside Contracting Checklist (attachment A to Document 58) at the scheduled meeting with the Union. Management and the Union will acknowledge the items on the checklist were reviewed during the “advance discussion” meeting and sign the Outside Contracting Checklist. This completed checklist

will be attached to the applicable subcontracting notification. Management will ensure that all pertinent information is provided, and procedures have been followed. 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

**SUBCONTRACTING – IMPLEMENTATION  
PARAGRAPH (183)(d)**

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (42a)]  
[See App. F-F2]  
[See Doc. 59]

## Attachment A to Document 58

### OUTSIDE CONTRACTING CHECKLIST

This checklist for UAW-GM locations has been developed and approved by the National Parties to be used in conjunction with the Advance Discussion Procedure for all instances where the use of an outside contractor is contemplated for work that is of a normal and historic nature to the skilled trades bargaining unit. Prior to awarding a contract to an outside contractor for Skilled Maintenance, Tool, Die, Weld Tool work, this check list is to be used. The checklist should be used as a tool to ensure that relevant factors related to the subcontracting provisions of the National Agreement are fully considered prior to a contract being awarded. The National Parties reserve the right to amend this checklist.

ADVANCE NOTIFICATION PROCEDURE		Fully Considered
Please place a "v" in the "Fully Considered" column after each factor is considered. <i>(See Paragraph 183(c)(d)(e), Appendix F, F-1, Documents #58, 59, 98, 100)</i>		
1)	Provide the Union with written advance notification prior to awarding a contract (except where time and circumstances prevent it.)	
	a) Describe in detail all relevant information pertaining to the work in question	
	b) Has the work in question normally and historically been performed by bargaining unit employees?	
	c) Has the affected skilled trade(s) been identified?	
	d) Have the other required resources been identified?	
	e) Has a timeline for the project been established and reviewed in detail?	
	f) Have all the relevant best practices developed and approved by the UAW Document 138 task teams been reviewed?	
	g) Has a detailed explanation been given to why the services of an outside contractor are being contemplated?	
2)	Satisfy the conditions and limitations related to the Louis G. Seaton Letter dated December 14, 1967. (Appendix F and Doc. #58, National Agreement)	
	a) Are there any special skills involved?	
	b) Are specialized tools, equipment or facilities required that are not available?	
	c) Have all rental or lease options been considered?	
	d) Are specialized contractors required?	
	i. If yes, identify the reason(s)	
	e) Does the projected plant bargaining unit workload preclude the possibility of completing the work within the time limits set forth by Management.	
	f) Can the plant bargaining unit employees be competitive in cost and quality in the performance of this work?	
	g) Are there other competitive challenges facing the plant and its employees, such as a change in production schedules, model changes or plant rearrangement?	
3)	Can portions of the project be pulled ahead or individual job assignments adjusted to accommodate the completion of the work in question?	
	a) If yes, identify that portion in detail.	
4)	Indicate the contractors projected manpower and work schedule including extended daily and weekend hours, if any.	
5)	Identify any plant skilled trades employees on layoff or on Protected Status that may be utilized.	
6)	Notify the union if a warranty has been provided in association with the purchase or lease of machinery and/or equipment and indicate the length of the warranty (normal and/or extended) being provided.	
7)	Identify what the warranty includes.	
8)	Identify who will perform the warranty work (e.g., OEM, 3 <sup>rd</sup> party, etc.).	
9)	Will any training be required after warranty expiration?	
	a) If yes, identify the training plan, timeline and how training will be provided.	
10)	If a service contract is contemplated, consider the service contract proposal in the same manner as contracts for the performance of skilled maintenance work normally and historically performed by represented skilled trades' employees.	
11)	Are there any proprietary agreements associated with the work?	
	a) If yes, provide a detailed explanation (including the duration).	
	b) Have other non-proprietary alternatives been explored?	
	c) Identify who will perform the proprietary work (e.g., OEM, 3 <sup>rd</sup> party, etc.).	
	d) Will any training be required if the proprietary agreement expires?	
	i. If yes, identify the training plan, timeline and how training will be provided.	
12)	Consider the Union's comments in light of all attendant circumstances and give appropriate weight to those comments.	

Acknowledgement:

\_\_\_\_\_  
Management Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Union Representative

\_\_\_\_\_  
Date

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the current negotiations the parties held lengthy discussions of subcontracting the construction of sheet metal dies and die tryout to non-General Motors sources and its effect on the job security of seniority employees in skilled trades classifications.

The Union complained that the current provisions of the National Agreement do not provide for the Union to have sufficient advance knowledge of possible impact of such subcontracting on the job security of seniority employees engaged in the construction of sheet metal dies and die tryout associated with major body sheet metal parts.

During the discussions the parties recognized that a large amount of such work is the responsibility of the Die Management Group-Metal Fabricating Division. The Die Management Group has substantial die construction capacity, however it has historically been necessary for them to subcontract portions of each annual model program because of, 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, the complicating effect of design modifications and bottleneck operations such as

## ADVANCE DISCUSSION - DIE CONSTRUCTION PROGRAMS

machining limitations and the unavailability of presses to perform the necessary tryout work.

In recognition of the Union's desire for advance knowledge of such subcontracting, the Corporation agreed that when a Local Plant Management at these locations is contemplating a decision to subcontract such die work to non-General Motors sources, Local Management will, except where time and circumstances prevent it, have advance discussion with Local Union representatives concerning the nature, scope and approximate dates of the work to be performed and the reasons why Management is contemplating contracting out the work. At such times, Management representatives are expected to afford the Union an opportunity to comment on Management's plans and to give appropriate weight to those comments in light of all attendant circumstances.

The International Union, UAW, expressed a desire to have knowledge of the overall scope of contemplated die construction programs and plastic body parts programs.

Accordingly, in addition to the above, the Corporation stated that Divisional Headquarters representatives have expressed a willingness to meet with representatives from the GM Department of the International Union from time to time to discuss the general nature and scope of die construction work and work normally done in the bargaining unit involving plastic body parts that is contemplated being contracted out by its Headquarters Offices.

In addition, the parties recognized that subcontracting in connection with major tool, die and engineering projects within other Divisions of the Corporation and at the Technical Center is an extremely complex subject. The different types of such work being subcontracted, time



## ADVANCE DISCUSSION - DIE CONSTRUCTION PROGRAMS

constraints imposed upon completion, facilities limitations and the variety of ways such work is handled among such other Corporation Divisions all add to the complexity of this subject. The Corporation stated that tool, die and engineering shops in other Divisions are primarily equipped and staffed to provide maintenance and service to productive operations. To provide individual notice of each subcontract would be complex and burdensome, therefore, the parties focused their discussions on broader information concerning annual model programs and the introduction of major new products.

Accordingly, Headquarters representatives of such other Divisions and representatives of Technical Center facilities have expressed a willingness to meet with representatives of the GM Department of the International Union from time to time to discuss the nature and scope of major new product programs or annual model programs including major tool, die and engineering work of the type normally and historically performed by represented employees that the Division anticipates subcontracting to non-General Motors sources. In the event a plant is responsible for its own major new product programs or annual model program plans, Local Management will meet with affected Local Union representatives for the purpose of reviewing such plans and provide summary minutes of the meeting.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (122),(183)(d)]

[See App. F-F2]

[See Doc. 58,98]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (124),(127)(g)]

**SKILLED TRADES APPRENTICESHIP  
READINESS CERTIFICATE (STARC)**

**Inter-Organization**

**GENERAL MOTORS LLC**

Date: October 16, 2019

Subject: Apprentice Testing and  
The Local Apprentice Committee

To: All Personnel Directors  
Plants Covered by the GM-UAW  
National Agreement

During these negotiations, the parties discussed the selection of GM-UAW apprentices. The new selection procedures will be developed and registered as part of the GM-UAW National Program Standards and in full cooperation with the U.S. Department of Labor-Office of Apprenticeship. The selection procedures shall be identified as the GM-UAW-Skilled Trades Apprenticeship Readiness Certificate (STARC) program for all internal and external candidates.

**Eligibility Requirements**

Under the GM-UAW-Skilled Trades Apprenticeship Readiness Certificate program or STARC, those seeking placement in an apprenticeship must complete four (4) specific college level courses with a grade of 75% or better for Manufacturing Facilities and 80% or better for Engineering Facilities. The GM-UAW Skilled Trades and Apprentice Committee will evaluate this grade standard and make changes to this requirement, if deemed appropriate. The courses required for completion, and subsequent consideration as a candidate through the GM-UAW STARC program shall be at least one semester in length and be delivered

**SKILLED TRADES APPRENTICESHIP  
READINESS CERTIFICATE (STARC)**

through an approved accredited educational institution and consist of:

- Basic Shop Related Mathematics
- Basic Blueprint Reading for Skilled Trades
- Trades Related Preparation (Spatial and Mechanical Reasoning)
- Algebra (101)

Any petition for equivalent courses must be approved by the National Parties. Candidates that have previously completed required STARC coursework or equivalent classes may submit, in the form of official transcripts, sent from the approved educational institution to their Local Apprenticeship offices and petition to receive credit for those classes towards the completion of the STARC program. The National Apprentice Committee reserves the right to change the course content and/or the required courses to meet the apprentice program standards.

**Internal Candidates**

Internal candidates have the responsibility to ensure official transcripts are sent directly from the approved educational institution to the Local Apprentice Committee. Local Apprentice Committee(s) are to scan documents and forward to the GM-UAW National Apprentice Committee. Internal Candidates will be included on a STARC ready list for the calendar year in which they receive their certificate.

**External Candidates**

External candidates have the responsibility to ensure official transcripts are sent directly from the approved educational institution to the GM-UAW National Apprentice Committee. Upon proof of successful

**SKILLED TRADES APPRENTICESHIP  
READINESS CERTIFICATE (STARC)**

completion of the coursework, external candidates will be included on STARC ready lists for the calendar year in which they receive their certificate.

**Ready List**

Each calendar year's STARC ready lists shall be merged with subsequent STARC ready lists. The STARC ready lists will be released to all UAW-Represented Locations by March 1st of each calendar year for the preceding year in accordance with Paragraph 127(f) of the UAW-GM National Agreement.

If any issues arise in the administration of this process it will be reviewed by the National Skilled Trades and Apprentice Committee.

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (127)(d)(1)]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

Subject: Job Security - Apprentice Training and  
JourneyPerson 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 Company 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 Company has agreed to continue to place primary reliance on the GM-UAW Apprentice Program as the training source for future skilled tradespersons. Exceptions to this must be approved by the GM-UAW Skilled Trades and Apprentice Committee. Integral to this job security-related commitment would be actions to enhance the

**JOB SECURITY - APPRENTICE  
TRAINING AND JOURNEYPerson DEVELOPMENT**

flexibility of both future apprentice graduates and current journeypersons.

With regard to the expansion of the Apprentice Program, GM intends to continue to indenture apprentices Company-wide in the basic apprenticeable trades. These additional apprentices will be added during the term of the 2019 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, General Motors intends to pursue the objective to indenture (400) apprentices during the term of the 2019 National Agreement. 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 journeyperson skills at a particular location, it may be necessary to hire journeypersons in place of the apprentices agreed upon in this letter. In that case, the Company will inform the International Union of the number of journeypersons hired and the reasons. Also, in these discussions the parties reviewed the need to give priority consideration to the placement of laid off skilled tradespersons (journeypersons, J.I.T.s, and Apprentices).

**JOB SECURITY - APPRENTICE  
TRAINING AND JOURNEYPerson DEVELOPMENT**

Furthermore, where changes in the type of operation, volume, product life cycle, or other reasons, have caused an excess number of journeypersons 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 journeypersons to qualify them in another apprenticeable Skilled Trade in either their home plant or another GM facility, consistent with established Employee Placement Procedures. Such retraining could be done within or outside the GM-UAW Apprenticeship Program. In any event, any such retraining programs must be approved by the GM-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 GM-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 - Labor Relations for General Motors, for review and adjustment where necessary.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (127)(d)(1),(127)(d)(2),(130)]

[See Par. (131),(152)]



**Inter-Organization**  
**GENERAL MOTORS LLC**

Date: October 16, 2019

Subject: Apprentice and J.I.T. Work Assignments

To: All Personnel Directors  
Plants Covered by the GM-UAW  
National Agreement

During the current negotiations, the Union raised the question of apprentices and J.I.T.s 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 and J.I.T.s should not be assigned to perform work without a journeyman being present unless the apprentice and J.I.T. have been trained to do the job; have been instructed in the proper safety procedures; and are considered competent to perform the assignment. Experienced journeymen will generally be available to assist the apprentice and J.I.T.s 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 and J.I.T.s assigned to work alone on "high risk" jobs. In this regard, it is the Company's intent to assign work to apprentices and J.I.T.s consistent with the policy outlined above and, therefore, "high risk" jobs would not be an appropriate assignment to be performed alone. However, the

## APPRENTICE AND J.I.T. WORK ASSIGNMENTS

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 GM-UAW Skilled Trades and Apprentice Committee.

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (122)h]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

This will confirm the understanding reached during the current negotiations that within a reasonable period after a laid off apprentice, journeyperson-in-training (J.I.T.) or Employee In Training Seniority has been recalled to work at any General Motors 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.

## RELATED TRAINING BONUS

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (140a),(140b),(146),(180)(d)]

**APPLICATION OF SENIORITY/REDUCTION IN FORCE FOR  
JOURNEYPERSONS-IN-TRAINING**

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

The 2009 Addendum to the 2007 UAW-GM National Agreement requires all UAW represented GM Manufacturing Facilities to reduce their skilled trades classifications to Electrical, Mechanical, and Tool and Die, while maintaining the core apprenticeable trades of: Tool and Die, Electrician, Machine Repair, Pipe Fitter, Millwright Welder and Tool Maker. The parties recognize that the identified engineering trades remain unchanged and that certain other trades such as Pattern Maker (Powertrain) and Die Welders (new die construction and weld tool build), may also be excluded as determined by the National Parties.

The initial steps in the implementation of this agreement will require the individual locations to determine which non-core trades, if any, will be consolidated into the core trades. Consolidations require that work elements of the non-core trades be transferred into the core trade, in which case the provisions of Document 112 of the GM-UAW National Agreement will apply. In those situations where consolidations take place, seniority dates will be merged utilizing the following process:

**APPLICATION OF SENIORITY/REDUCTION IN FORCE FOR  
JOURNEYPERSONS-IN-TRAINING**

- The new seniority list for the core trade will include a combination of eligible employees from both the core and non-core trades. The date of entry the journey person currently holds in the non-core trade(s) will be the date they carry into the core trade at such time as they have completed the required, jointly approved retraining plan at their home facility.
- In the event the employee is transferred to another UAW represented GM facility prior to completing their retraining, their date of entry at the new location will be established pursuant to Appendix A, or other applicable provisions currently established in the GM-UAW National Agreement.

If journeypersons from the non-core trade are transferred to fill openings in the core trade, and there is not a corresponding transfer of work elements or not enough work to qualify as a consolidation, Document #63 and Paragraph #(152) will be utilized, a new date of entry will be established, and the process above will not apply.

In those instances where there is a consolidation of work elements from a non-core trade into a core trade, and there are excess journeypersons in the core trade, the following procedure will apply:

- A determination must be made as to the number of people required to perform the non-core work being transferred into the core trade. Once that number is determined, the equivalent number of the highest seniority non-core trade journeypersons will be transferred into the core trade for retraining.

## **APPLICATION OF SENIORITY/REDUCTION IN FORCE FOR JOURNEYPERSONS-IN-TRAINING**

- In situations where the non-core journeypersons do not have the required seniority to hold the core trade, they shall nonetheless be transferred into the core trade. They will remain in the core trade to which they were assigned until such time as their retraining has been completed, and a sufficient number of core trade journey person(s) have been cross trained. At such time, higher seniority journey person(s) from the core trade will be eligible to level/displace the lower seniority journeypersons, in line with the local seniority provisions.
- If additional manpower is required, reduced journeypersons from the core trade will be recalled first in line with the local seniority agreement.
- Non-core journeypersons who were not initially eligible to transfer into the core trade to which their work flowed, will, at the point in time they become eligible, be given the same consideration with regards to seniority as those who were initially transferred, while at their same plant.
- Thereafter, if the need still exists for additional manpower, journeypersons from the other non-core trades will be offered the opportunity to retrain into a core trade in line with their current skilled trades seniority.

### **Reduction in Force**

The following guidelines will be used in those situations where a consolidation of non-core skilled trades into a core skilled trade has been implemented, as defined in Document #112 of the GM-UAW National Agreement,

**APPLICATION OF SENIORITY/REDUCTION IN FORCE FOR  
JOURNEYPersons-IN-TRAINING**

and an indefinite reduction in force takes place before the required training has been completed.

Management and the Union will review the situation in the following manner:

The reduction in force should be administered as if the consolidation had not taken place. The local agreement language that would have been applied in determining which trade and the number of employees impacted should be followed. The reduction in force should be proportionate to the reduction of work content associated with the original trade. Recalls will take place in a manner consistent with the Local Seniority Agreement.

Thereafter, when all training has been completed by the active consolidated skilled trades employees, any reduction in force occurring in the core trade will follow the process outlined in the Local Seniority Agreement.

Problems or questions surrounding the implementation of this document should be brought to the attention of the GM-UAW National Skilled Trades and Apprentice Committee.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (122),(138),(161),(175)]



**CONVERSION TO METRIC SYSTEM**

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**Inter-Organization**  
**GENERAL MOTORS LLC**

Date: October 16, 2019

Subject: Administration of Paragraph (178)

To: All Personnel Directors  
Plants Covered by the GM-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

## **ADMINISTRATION OF PARAGRAPH (178)**

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).

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

As a part of current negotiations, General Motors informed the International Union, UAW that 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. The text of that letter is 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 employes 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 employes in the group provided such female employes are

**PARAGRAPH (63)(a) STATE LABOR  
PROTECTIVE LAWS**

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During current negotiations, General Motors 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 buildout, 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.

**TRANSFERS AND PROMOTIONS – LOCAL  
SUSPENSION OF PROVISIONS**

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (59),(63)]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During current negotiations, General Motors 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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Doc. 72]



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During current negotiations, General Motors 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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Doc. 71]

**Inter-Organization**  
**GENERAL MOTORS LLC**

Date: October 16, 2019

Subject: Union Work Centers

To: All General Managers  
All Personnel Directors

As a part of the current negotiations, General Motors informed the International Union, UAW that Mr. L. G. Seaton's letter of December 15, 1967 regarding Union Work Centers would again be published. The text of that letter is 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.

“General Motors 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

## UNION WORK CENTERS

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.

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Memo-Work Centers]

[See Doc. 74,75,76]

**GENERAL MOTORS LLC**

Date: October 16, 2019  
Subject: Center for Benefit Plans and  
Health and Safety  
Representatives  
To: General Managers  
Personnel Directors

As part of the current Negotiations, General Motors informed the International Union, UAW, that my letter of November 19, 1973 regarding the Centers for Benefit Plans and Health and Safety Representatives would again be published. The text of that letter is 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 and assembly 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

**CENTER FOR BENEFIT PLANS AND  
HEALTH AND SAFETY REPRESENTATIVES**

location of the Centers, appropriate furnishings and other matters related to the uniform implementation of this Center letter.

“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.”

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Memo-Work Centers]  
[See Doc. 73,75,76]

**GENERAL MOTORS LLC**

Date: October 16, 2019

Subject: Facilities for Union Local Apprentice  
Chairperson

To: All Personnel Directors  
Plants Covered by the GM-UAW  
National Agreement

In the interest of protecting the contractual and legal integrity of the Apprentice Program, ensuring the selection of the best qualified candidates, promoting diversity, and providing the best possible training, the following workspace accommodations will be provided to the Local Apprentice Chairperson:

- Desk
- Chair
- File Cabinet
- Access to a computer with appropriate related software for administrative functions

Should a problem arise, which cannot be resolved between the local parties, it should be brought to the attention of the GM-UAW Skilled Trades and Apprentice Committee for review and correction, as necessary.

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**SPACE AND FURNISHINGS PROVIDED FOR UNION BENEFIT PLAN  
AND HEALTH AND SAFETY REPRESENTATIVES AND THE UNION  
MEMBERS OF THE LOCAL APPRENTICE COMMITTEE**

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 600 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.

**SPACE AND FURNISHINGS PROVIDED FOR UNION BENEFIT PLAN  
AND HEALTH AND SAFETY REPRESENTATIVES AND THE UNION  
MEMBERS OF THE LOCAL APPRENTICE COMMITTEE**

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (124)]  
[See Memo-Work Centers]  
[See Doc. 73,74,75]



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the current negotiations, the parties discussed the duties of the Local Union President in certain General Motors 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 Company 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 will be permitted to leave the plant and will be paid for up to eight (8) hours per day Monday through Friday to perform legitimate administrative functions.

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 GM-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 GM-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 Company Labor Relations Staff with the GM Department of the UAW.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the course of the current negotiations, the parties agreed the letter of October 8, 1987 regarding the anticipated termination of sick leaves would again be published. The text of that letter reads 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.

**ANTICIPATED TERMINATION OF SICK LEAVES**

“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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (106),(111)(b)]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (5a)]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (66)(d),(203)(3),(203c)]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

This will describe the methods to be used by NAO Compensation 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.

## FEDERAL INCOME TAX WITHHOLDING

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, NAO Compensation will use the annual percentage table 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 NAO Compensation by separate letter, with instructions to make these changes as soon as practical.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the course of current negotiations, General Motors 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. The text of that letter is 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.

## MAJOR PLANT REARRANGEMENT--ADVANCE DISCUSSION

“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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**Inter-Organization**  
**GENERAL MOTORS LLC**

Date: October 16, 2019

Subject: Overtime Policies

To: All General Managers  
All Personnel Directors

As part of the current negotiations, General Motors 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 General Motors 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 model change deadlines and to satisfy fluctuations in customer demand for General Motors 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.

## OVERTIME POLICIES

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.

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (71)]  
[See Memo-Overtime]  
[See Doc. 116]

**GENERAL MOTORS LLC**

Date: October 16, 2019  
To: All General Managers  
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 Company for such day (including pay for any

## WEATHER CONDITIONS & RIOT LETTER

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 Company 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



## **WEATHER CONDITIONS & RIOT LETTER**

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 Personnel Administration and Development Staff and a determination shall be made by the Personnel Administration and Development 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

## WEATHER CONDITIONS & RIOT LETTER

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 percent (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 Personnel Administration and Development Staff and a determination shall be made by the Personnel Administration and Development 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.
5. For all instances (1-4), all additional work (overtime) offered or performed in a week where SUBenefits due to Severe Weather have been authorized, will be disregarded in the calculation of the benefit regardless of when the work was offered.

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

## **WEATHER CONDITIONS & RIOT LETTER**

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) may 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.

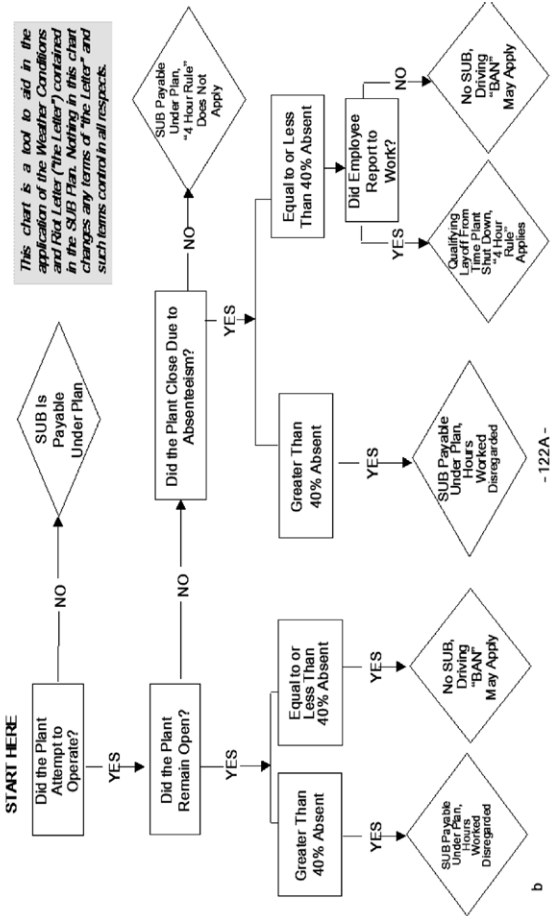
D. Scott Sandefur  
Vice President  
GMNA Labor Relations

Attachment

[See Par. (80),(224)]

[See SUB-Exhibit D]

# Weather Conditions and Riot Flowchart



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During these negotiations, the parties discussed at length issues that have arisen regarding the application of Local Wage Agreements in the Corporation's passenger car and truck assembly 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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (89a),(97)]

[See CSA #10]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

The parties held extensive discussions concerning skilled trade openings throughout the Company. The Union expressed their desire to place all eligible skilled trades currently working production in a skilled trades' opening before making external hires. The Company shared concerns regarding the availability of skilled trades able to properly support manufacturing processes. To this end, the parties have agreed to the following:

- Within 120 Days of the effective date of the 2019 UAW-GM National Agreement the National Parties, with the assistance of Local Apprentice Committees, will establish an application period for skilled trades employees that are currently working production to express their desire to receive an offer to fill skilled trades openings by submitting an application to their Local Apprentice Committees.
- Eligible employees will provide their preferences specific to their desired trade and location. The parties acknowledge that offers will be generated by the creation of a skilled trades opening or through discussions by the National Parties to place a JIT.

## SKILLED TRADES WORKING IN PRODUCTION

- “Matching trade” journeypersons, working in a production assignment, will be eligible to apply for skilled trades openings. Selection will be in accordance with Paragraph 152 and Appendix A of the UAW-GM National Agreement.
- The parties agree that former skilled trades employees who are currently working in production as Other than Skilled because of a flowback agreement, will be eligible for retraining opportunities into core skilled trades classifications, without any additional testing. These employees will be required to provide credentials and/or employment histories to validate their eligibility to their respective Local Apprentice Committees, who will forward the documentation to the National Parties.
- Eligible employees will be given up to two retraining offers. An internal (in-plant) offer and an offer within the area hire, provided the employee expressed interest in an area hire opportunity. Additionally, eligible employees who indicate a desire to retrain in an extended area facility, will be offered a retraining opportunity and may decline without penalty.
- If the internal and area hire offers are refused or an employee fails to submit an application by the date established by the National Parties, no further efforts will be made to return that employee to a skilled trades position.
- Internal (in-plant) offers for retraining to fill skilled trade openings will be made in accordance with appropriate provisions of the Local Seniority Agreement. Area hire and extended area hire



## SKILLED TRADES WORKING IN PRODUCTION

offers, where applicable, will be made in accordance with the provisions of Appendix A.

- The National Parties are committed that the opportunities to return to a skilled trades position will not in any way have a negative impact on the Company's ability to operate its facilities in the most efficient manner possible. As such, in the event of an immediate need for a specific skill set, the National Parties will conduct an extensive review of the available employees' skills to determine if the skills available match the immediate needs. Should the skills required not be immediately available, the Company will exercise its Paragraph 8 right to hire.
- Where there are indications that one of these new skilled trades placements (matching trade or JIT) is failing to adequately perform the job assignments, the Local Apprentice Coordinator and the Chairperson of the Union members of the Local Apprentice Committee will develop a ninety (90) day improvement plan to be submitted to the National Parties. If there is no improvement, then the Local Apprentice Committee will escalate to the National Apprentice Committee for decision. Additionally, should an employee choose to no longer pursue the skilled trades opportunity, they will be allowed to return to production. In either case, when an employee leaves their retraining program at their home plant or within the area hire, they will return to production in their home plant. If the employee is an extended area hire, they will be returned to production in the current bargaining unit. The appropriate local seniority provisions will be applied in these situations.

## SKILLED TRADES WORKING IN PRODUCTION

- The parties agree that the following placement progression will be utilized in conjunction with the provisions of Appendix A, when offering opportunities to skilled working production.

### General Motors Skilled Trades Contractual DOE

- o 1st Matching Trade - In Plant
- o 2nd Matching Trade - Area Hire
- o 3rd Matching trade - Extended Area Hire\*  
\*Offers extended on voluntary basis  
No Penalty for declined offers
- o 4th Related Trade - In Plant (Doc #112 JIT)
- o 5th Non-Related Trade - In Plant (Doc #63 JIT)
- o 6th Related Trade - Area Hire (Doc #112 JIT)
- o 7th Non-Related Trade - Area Hire (Doc #63 JIT)

### Employees transferred thru special transfer agreements (e.g. SEHO & SEPO) with Skilled Credentials

- o 8th Matching Trade - In Plant
- o 9th Matching Trade - Area Hire
- o 10th Matching trade - Extended Area Hire\*  
\*Offers extended on voluntary basis  
No Penalty for declined offers
- o 11th Related Trade - In Plant (Doc #112 JIT)
- o 12th Non-Related Trade - In Plant (Doc #63 JIT)
- o 13th Related Trade - Area Hire (Doc #112 JIT)
- o 14th Non-Related Trade - Area Hire (Doc #63 JIT)

**SKILLED TRADES WORKING IN PRODUCTION**

This initiative will continue until former skilled trades journeypersons, as recognized above, currently working in a production assignment, as of the effective date of the 2019 UAW-GM National Agreement, have been given the opportunities to be placed in a skilled trades position.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

This letter is to confirm certain agreements reached by General Motors 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 0.08159 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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

## **COLA CALCULATION**

### **Attachment**

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

## **COLA CALCULATION**

### **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.

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the current negotiations, the Parties agreed that modifications to the Employee Placement System are necessary for proper administration of the National Agreement.

The Parties further discussed the need to provide access to the system by the International UAW Representatives assigned to the Employee Placement Section.

Expenses associated with the system (i.e., software, hardware) will be jointly submitted to the Executive Board-Joint Activities for their approval.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 and the Union reassured each other that they both place a high level of importance on the confidentiality of such personal information. In this regard, the Corporation will continue to protect and respect the confidential nature of all personal information in accordance with the General Motors Corporation Privacy Statement for Active and Former U.S. Hourly Employees effective as of September 30, 2003 (Employee Privacy Statement). Both the Corporation and the Union agree to implement and maintain technical, physical, and administrative safeguards to protect the security and confidentiality of such data from loss, misuse, or alteration, in accordance with the standards of the Employee Privacy Statement.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During these negotiations, the Union requested the Company to agree that any sale of an operation as an ongoing business would require the buyer to assume the 2019 GM-UAW Collective Bargaining Agreement. The Company agreed to do so in the case of any such sale during the term of the 2019 Agreement.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the current negotiations, the parties agreed to provide a lump sum payment of \$11,000 to each eligible employee who is represented by the Union. Such payment will be made in the second pay period following receipt by the Company of written notification of ratification of this Agreement.

Eligible employees who are represented by the Union are defined as those whose status with the Company on the effective date of this Agreement is one of the following:

- Active with seniority;
- On temporary layoff status;
- On Pre-Retirement Leave;
- On leave pursuant to Family and Medical Leave Act (Document 125);
- On one of the following leaves of absence which has not exceeded ninety (90) days as of the effective date of the Agreement:
  - Informal (Paragraph 103)

## RATIFICATION LUMP SUM PAYMENT

- Formal (Paragraph 104)
- Sickness and Accident (Paragraphs 106/108)
- Military (Paragraphs 112 or 218a)
- Educational (Paragraph 113);
- Employees, represented by the Union, otherwise eligible with retirements processed for an effective date of November 1, 2019.

The parties additionally agreed to provide a lump sum payment of \$4,500 to active Temporary employees who have worked at least ninety (90) days prior to the effective date of the Agreement who are represented by the Union. Such payment will be made in the second pay period following receipt by the Company of written notification of ratification of this Agreement.

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 Company agrees to meet on such cases in order to review the facts.

As has been our practice with prior 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 Company.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the current negotiations, the parties discussed the possibility of a death of an immediate family member as defined in Paragraph (218b) of the GM-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 GM-UAW National Agreement. Recovery of overpayments made pursuant to this understanding will be made in accordance with Paragraph (202g).

**BEREAVEMENT VACATION WITH PAY**

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 GM-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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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.

## GRIEVANCE PROCEDURE

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (28)-(45)]



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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.

**“COOLING OFF” PERIOD**

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (76a)]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the current negotiations, the Union expressed concern with the application of Paragraph (63) of the GM-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 GM-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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 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 Group level with International Union representatives and at the Divisional and local plant level as well. The GM-UAW National Agreement currently requires timely meetings in advance of the decision to subcontract work normally and historically performed by General Motors 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 General Motors has resulted in different people and a variety of teams now having responsibility for advance model die construction.

## **SUBCONTRACTING COMMUNICATIONS**

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 of 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.

“Mr. Stempel and the Executive Committee are 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, pre-prototype and Die Engineering Services 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

## SUBCONTRACTING COMMUNICATIONS

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 parties have agreed to an advanced discussion procedure, with an accompanying checklist, that will be used when an outside contractor is contemplated for skilled trades work that is applicable to the subcontracting provisions of the GM-UAW National Agreement. This procedure and checklist should be used as a method to ensure that the relevant factors related to the subcontracting provisions are fully considered prior to a contract being awarded.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

The following is the text of General Motors written and published policy regarding anti-harassment.

“General Motors maintains a written and widely distributed policy on Equal Opportunity Employment, including the prohibition of harassment. Harassment, based on age, race, color, sex, religion, national origin, disability, sexual orientation, or gender identity/expression is 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, religious or sexist slurs or other derogatory or objectionable conduct, is offensive and unacceptable behavior. This policy also prohibits unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature.”

“All employees are entitled to a work environment in which words and actions do not have even the appearance of disrespect. Demeaning, disrespectful, or insensitive jokes, cartoons, pictures, language (particularly if they relate to race, sex, age, ethnicity, religion, national origin, disability, sexual orientation,

## GM POLICY REGARDING ANTI-HARASSMENT

or gender identity/expression) are inappropriate for the GM work environment. Likewise, lewd, vulgar, or profane gestures, and unwanted touching may be offensive and may result in an uncomfortable or hostile work environment. These types of conduct will not be tolerated in the workplace. GM's facilities must be free of hostility resulting from sexually oriented and other prohibited behaviors. It is the responsibility of management and each employee to maintain an environment free of disrespect and hostility.”

“As in the case of other unfair employment practices, if you believe you have been subjected to harassment or conduct that violates this policy, you may bring your concerns to the attention of your immediate supervisor, personnel director, equal employment opportunity (EEO) or human resources (HR) representative, or you may utilize appropriate and existing internal complaint procedures. If you are a union represented employee and would rather address your concerns with a union representative, that action is appropriate and understandable. However, such action will not necessarily result in notification to GM management of your concern or appropriate corrective action.”

General Motors and the UAW are in agreement that complaints of harassment should be dealt with promptly and fairly under existing internal procedures as provided under Paragraph (6a) of the National Agreement.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Preface, Par. (6a),(63)]

[See Doc. 30,31,32,33]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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-GM 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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**UAW INTERNATIONAL UNION, UNITED  
AUTOMOBILE, AEROSPACE & AGRICULTURAL  
IMPLEMENT WORKERS OF AMERICA**

October 16, 2019

Mr. D. Scott Sandefur  
Vice President  
GMNA Labor Relations  
General Motors Corporation  
30009 Van Dyke Avenue  
Warren, Michigan 48090

Dear Mr. Sandefur:

During these negotiations, the parties discussed the relationship between the employee paid health care benefits received by UAW-General Motors 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.

## COLA CALCULATION CONVERSION

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,

Terry Dittes  
Vice President and Director  
UAW General Motors Department

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

*It is acknowledged this document will be replaced with the appropriate documents as they are finalized consistent with the intent of the MOU, Joint Activities. This document does not prejudice the position of either party.*

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Memo-Tuition Assistance]  
[See Doc. 7,39]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

***It is acknowledged this document will be replaced with the appropriate documents as they are finalized consistent with the intent of the MOU, Joint Activities. This document does not prejudice the position of either party.***

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Memo-Joint Activities]



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 - joint ergonomic 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

**HEALTH & SAFETY REPRESENTATIVES  
ROLE AND RESPONSIBILITY**

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Doc. 7,Sec.III,Sec.VI; 46]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

***It is acknowledged this document will be replaced with the appropriate documents as they are finalized consistent with the intent of the MOU, Joint Activities. This document does not prejudice the position of either party.***

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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,

D. Scott Sandefur  
Vice President  
North American Manufacturing  
and Labor Relations

[See Par. (6a)]

[See Doc. 32]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During 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 continue to have discussions regarding the future of Child Care initiatives to include creative, cost effective alternatives as approved by the Executive Board - Joint Activities.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes :

This will confirm our understanding that the parties have agreed to continue their support of the Pre/Post-Retirement Program. 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 preparation and implementation of the Program. The parties renewed their commitment to continue to provide the necessary resources for marketing, training, preparation and implementing the Program. Following these negotiations, joint efforts will be required to explore and analyze the various options available in order to address these concerns. It was agreed that Pre/Post Retirement information will be included in the new hire orientation materials with continuing an emphasis on encouraging all employees on the necessity of safeguarding their financial future. Additionally, the Pre/Post Retirement materials will continue to be made available online. Any problems coordinating the scheduling/facilitating of pre-retirement sessions should be raised with Local Leadership, if unresolved, can be escalated to Executive Board – Joint Activities.

**PRE AND POST RETIREMENT PROGRAM**

The expenditures for this program are referenced in the Memorandum of Understanding-Joint Activities.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Memo-Joint Activities]



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the course of national negotiations, the parties discussed the type and extent of services available to UAW-GM employees who face indefinite layoffs.

In cases involving employees facing indefinite layoffs where recall or future GM placement is unlikely, the parties agreed that efforts will include pre-layoff meetings not to exceed 24 hours in which topics developed by the Executive Board – Joint Activities 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 GM
- Veterans Services
- Legal Services

**DISLOCATED WORKERS  
(PRE-POST LAYOFF SERVICES AND ORIENTATION)**

The GM Labor Staff will notify the National Parties 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 Joint Learning Centers or other local agencies designated by the Executive Board – Joint Activities.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Memo-Joint Activities]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During current negotiations, discussions occurred regarding the eligibility for overtime of employees working on temporary assignments in accordance with the provisions 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 regular active 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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (71)]  
[See Memo-Overtime]

## GENERAL MOTORS LLC

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

The parties held extensive discussions on the necessity to work together to eliminate uncompetitive practices in the area of skilled trades classifications and lines of demarcation. The parties shared a mutual desire to have the most competitive, highly trained, and flexible workforce in the industry.

The Union and the Company acknowledged that skilled trades personnel provide vital support to the operations, and there is a direct relationship between the effectiveness of skilled trades personnel and the success of the operations they support.

Therefore, in an effort to obtain the most flexible and efficient operating practices within our current workforce, the National Parties agreed that all of our Manufacturing, CCA Processing Centers, Tool and Die Operations, Engineering, and Weld Tool Operations skilled trades classification structure can include the following classifications: electrician, pipefitter, machine repair, millwright/welder, and toolmaker (all manufacturing facilities) and tool & die (Stamping, Contiguous Stamping, TDO and Weld Tool Operations only). In addition, the die welder classification will be maintained within Stamping, TDO and Weld Tool

## WORK ASSIGNMENTS - SKILLED TRADES

Operations as necessary. Within the other Engineering operations, the classifications are defined by local agreements and will remain unchanged by this document.

The parties clearly recognize the complexity and magnitude of the process necessary to restructure the manufacturing skilled trades workforce. To facilitate this transition, the National Parties agree that each manufacturing location will form multi-functional skilled trades teams for maintenance that are consistent with Doc. No. 40 of the GM-UAW National Agreement. These teams will have members from different skilled trades backgrounds that will perform work across what had previously been existing lines of demarcation, provided they have completed the necessary cross training to enable them to safely perform overlapping work assignments. Skilled team leaders and members may continue to undergo the cross training necessary to enable them to safely perform all overlapping work assignments within their individual capability, with no lines of demarcation, and develop into a highly flexible and more capable skilled workforce. It is recognized that much of the initial training will be acquired through “on the job” training. In addition, all other appropriate related training will be provided. The objective is to create an organization of skilled team leaders and team members who come from various skilled trades backgrounds and are developed into a truly multi-skilled working group.

It will be the responsibility of the local parties to identify and maintain the specific training plans for their sites, subject to the approval of the GM-UAW Skilled Trades and Apprentice Committee. Furthermore, the parties agree that in the event that future skilled maintenance employees are not available from existing GM-UAW skilled trades resources, the parties will acquire or train individuals to meet Management’s future staffing

needs for Manufacturing Maintenance. The GM-UAW Skilled Trades and Apprentice Committee will develop the training schedule and determine the subject content, leveraging existing curriculums from local colleges or other available sources.

There are similar implementation complexities in the Tool and Die Operations, the Weld Tool Center, and the other Engineering Operations. For these operations where the establishment of flexible multi-skill teams are operationally appropriate, these teams will be developed in a manner consistent with those for the Manufacturing Maintenance function as identified above. The local parties will be responsible to develop and maintain the specific training plans for their site. These training plans are subject to the approval of the GM-UAW Skilled Trades and Apprentice Committee.

The foregoing allows the organization to operate with a classification structure utilizing flexible work rules, while maintaining an orderly implementation and transition to such a structure. It is incumbent upon the local parties to execute this agreement while maintaining a focus on safety, quality, and effectiveness in plant operations to obtain significant and timely improvements in operating costs.

If either of the local parties feels that problems related to the spirit and intent of this document exist, it will request the issue be reviewed via plant entry by the National Skilled Trades and Apprentice Committee.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (182)]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes :

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 B. P. Crane, Jr. letter dated February 20, 1986, the text of which follows:

“General Motors 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 GM. EDS remains and continues to be operated as an independent subsidiary of GM. It is also the intent of the parties that the GM 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 General Motors employees. EDS does recognize the historical nature of GM job functions and agrees that those job functions associated with manufacturing processes, which have been historically performed by GM 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 General Motors 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



## EDS WORK ASSIGNMENTS

to General Motors 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, I appreciate your comments and suggestions. Please refer any questions to your contact person on the 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 GM and EDS. The Corporation confirmed that EDS is no longer an independent subsidiary of GM.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (183)]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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

**EAP – EARLY INTERVENTION**

them to seek assistance. In many cases this could be accomplished through referral to the local Work/Family Program Committee.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Doc. 39]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

Subject: POW/MIA Flags

During the current negotiations, the Union requested that General Motors facilities fly POW/MIA flags. As discussed, flying of flags at General Motors 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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the 1990 negotiations the parties discussed both the Union's and Management's concerns about the scheduling of overtime work in General Motors.

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 model 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 General Motors 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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Memo-Overtime]

[See Doc. 83]

[See CSA #10]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During these negotiations, the parties discussed the issue of Sustainable Workplace, GM Manufacturing Assembly & Automation Center (MAAC) and other GM groups complying with UAW-GM Health and Safety policies and procedures.

The Union was assured that the Sustainable Workplace MAAC, and other GM groups and their supervision will follow the provisions of the current UAW GM National Agreement and all other UAW GM agreed to Health and Safety practices and procedures.

Additionally, the Union expressed concern that Sustainable Workplace was not fully integrated and accountable at the local level. The Company assured the Union that it has integrated Sustainable Workplace personnel into the Manufacturing Engineering (ME) Department at the local level, by developing a structure whereby local ME leadership is represented at the Plant Manager's staff and Plant Safety Review Board (PSRB) meetings to address and respond to local health and safety concerns.

**COMPLIANCE WITH HEALTH AND SAFETY POLICIES**

Unresolved issues or concerns should be directed to the PSRB. Thereafter, the National Parties will discuss the matter and resolve any issues.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the 1999 negotiations, the Union requested that all General Motors facilities, where the UAW represents employees, be permitted to fly the registered UAW flag. As discussed, flying of flags at General Motors is a matter of corporate policy.

In view of the historic ties between the UAW and General Motors, the Company 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 GM-UAW National Agreement, policy modifications were finalized. All General Motors 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 GM-UAW National Agreement, the Co-Directors of the UAW-GM Leadership Quality Council Support Staff developed and reviewed a plan, at a UAW-GM Leadership Quality Council Meeting. The plan was approved by the Council wherein it was agreed to:

- Affix UAW-GM logo decals to existing General Motors owned tractor trailers used to transport product produced by UAW-General Motors represented employees and a commitment to identify new tractor trailers in a like manner,
- Affix the UAW registered logo to the doors of General Motors owned tractors used to transport product produced by UAW-General Motors 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.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**OUTSOURCING MORATORIUM**

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

For the term of the new collective bargaining agreement there will be an Outsourcing Moratorium for any work currently being performed by bargaining unit employees. There are no exceptions to this Moratorium beyond those described in this document.

Outsourcing as used herein means the sourcing of work protected by the Moratorium from UAW-GM locations to non-UAW-GM locations, unless otherwise noted in Appendix L. For purposes of this moratorium, outsourcing does not include temporary outsourcing which is described in Appendix L.

The parties agree that the Outsourcing Moratorium applies to work currently being done at UAW-GM locations as of the effective date of this Agreement, and that current work will continue to be Moratorium protected for the lifecycle of that product even if the lifecycle end is beyond the expiration of this Agreement. Work included in such protection is, but not limited to, Assembly, Stamping, Propulsion and CCA. The understandings for Component Facilities (GMCH) are described below. The Outsourcing Moratorium will also apply to the lifecycle of the next generation

of current products that are produced in UAW-GM locations as of the effective date of this Agreement, even if that next generation of the current product begins its Start of Regular Production beyond the expiration of this Agreement. The parties agree that a change in program name will not alter the commitments made in this moratorium.

The Parties recognize an exception to the provisions of the above paragraph:

- The A110 program currently produced in Orion Assembly and any fabricated parts, propulsion systems, castings and components associated with it that are produced at UAW-GM locations will be exempt from the terms of the Moratorium as previously agreed between the Parties.
- Arlington: prior outsourcing decisions related to T1 headliner and rear axles (the Company will also fulfill remaining insourcing obligations related to those decisions).
- Bowling Green: prior outsourcing decisions related to future program balancing (the Company will also fulfill remaining insourcing obligations related to those decisions).

Any new (non-defending) products that begin production under the terms of this Agreement will be protected by the Moratorium for the lifecycle of that product.

Any new (non-defending) products that begin production following the expiration of this Agreement including vehicles and associated work such as subassemblies, fabricated parts, propulsion systems, castings and components as well as any subsequent generations or

## OUTSOURCING MORATORIUM

iterations of such products will not be subject to the provisions of the Outsourcing Moratorium. However, the parties will discuss including outsourcing protection of these products in the Outsourcing Moratorium during the 2023 National Negotiations.

With regard to GMCH, it is understood that the Moratorium on Outsourcing will include current product being produced at GMCH Grand Rapids, GMCH Lockport, GMCH Rochester and GMCH Kokomo, pursuant to the following understandings:

- a. GM must be the Sourcing Authority for the product and the product must be consumed in a UAW-GM customer plant
- b. GMCH must have the engineering and Intellectual Property (IP) necessary to adjust as needed to any interim engineering changes in the current product. If they do not, the Moratorium in that instance will be waived
- c. The Moratorium at GMCH will apply for the life of the current parts produced at the covered GMCH locations, provided the conditions stated in a) and b), above are met. This will apply even if the part life extends beyond the expiration of the 2019 Agreement
- d. Any parts for the next generation of current vehicle or propulsion programs that are awarded to GMCH via the Engineering or Purchasing processes will also be covered by the Moratorium for the life of that part, provided the conditions stated in a) and b), above, are met

## OUTSOURCING MORATORIUM

- e. It is understood that sourcing decisions made prior to the effective date of the 2019 Agreement will remain as decided

During these negotiations, the parties discussed the Company's concern regarding certain infrequent circumstances as outlined in the Sourcing Criteria paragraph contained within Document 16 attached to this agreement, that may arise with respect to current and next generation work that could potentially create a financial burden on the Company if it did not have the flexibility to adjust the sourcing pattern of any Moratorium protected work. In understanding the Company's concern, the Union agrees that in the event that the Company considers outsourcing of current generation work, the Company will review the reasons with both the Local and International Union in advance and will consider any suggestions that are made relative to how resourcing might be avoided. If resourcing remains the necessary action, the Company will identify replacement work in order to comply with the spirit and intent of the Moratorium. The replacement work will consist of no less than 1.5X the impacted manpower unless mutually agreed otherwise. The Company will make every effort to place the replacement work first in the plant currently performing the work to be resourced, next to other plants in that Area Hire (if any) and finally, to any other UAW-GM location. This sequence will also apply to situations covered by the next paragraph.

The Parties also discussed the occasional need to adjust existing sourcing patterns when protected UAW-built programs experience the process of change from current generation to next generation. These pattern changes can be the result of many different factors, including but not limited to; engineering change, type of materials

## OUTSOURCING MORATORIUM

used, processing sequence, floor space availability, etc. In these situations, the Company will have the ability to establish a new sourcing pattern provided that replacement work is identified and insourced. This will be accomplished by the use of identifying replacement work in a ratio of no less than 1.5X. Additionally, the parties agree that when products are transferred between UAW-GM locations, the Moratorium rules will be applied based on the sourcing pattern existing at the receiving plant location. The Company will not outsource Moratorium protected work based on past memoranda unless that work was specifically discussed between the parties during these negotiations.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the current negotiations, the parties discussed the ADAPT Program (Accommodating DisAbled People in Transition). The parties agree to use their best efforts jointly to achieve the objectives of the ADAPT Program. The parties agree this process was designed to enable employees with disabilities to be considered for opportunities 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. It is understood that the local ADAPT Representatives are responsible for maintaining all information regarding the local ADAPT Program. 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 Company's defense against claims, charges, grievances, or litigation.



## **ADAPT PROGRAM**

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 will view a video presentation describing the ADAPT Program. At the conclusion of the ADAPT video, the employee may complete an ADAPT Program entry form or waive the right to participate in the ADAPT Program. Employees electing to complete the ADAPT Program entry form will be directed to ADAPT for entrance into the program. Employees will remain in their current status until such time that the employee has been processed through the Program, placed on disability leave or 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-GM 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 Company, local Management will provide in writing a statement of unreasonable accommodation or a statement of undue hardship for the employee’s ADAPT file. The National Parties will develop a formal process to review these written statements. 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-GM 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)

It was further agreed that Disability Team meetings will take place on a weekly basis. Documentation of the Disability Team meeting will be submitted to the Key 4 when requested.

A joint review process (consisting of both Union and Management inclusive of, but not limited to, the UAW ADAPT Representative and Management ADAPT Representative) will be implemented at each UAW-represented facility. The objective of this review committee is to identify work that can be performed by its UAW represented workforce with restrictions and/or disabilities (for periods of 90 days or less).

In addition, other resources identified in the current UAW-GM ADAPT Training manuals, implementation guide and newly developed online training will be allocated to the local ADAPT Representatives.

## ADAPT PROGRAM

The National Parties also held extensive discussions involving the need to review and evaluate opportunities, reduce redundancies, streamline processes, apply flexibility where appropriate, and utilize current technologies to ensure continuous improvement of the recently enhanced ADAPT Program.

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 materials provided by the National Parties to be shared at team meetings and venues like joint leadership meetings, or Plant Safety Review Board meetings and provided to new employees during New Hire Orientation. To further ensure an employee's awareness of the Program, the plant will also provide awareness information through in-plant communications via videos, newsletters, etc.

The National Parties will continue to monitor the Program and provide guidance and training. Furthermore, it was agreed that an ADAPT Basic Training certification process will be established by the National Parties for the local Union and Management ADAPT Representatives, and Medical Representatives. This will be accomplished by the development of a new training curriculum for local ADAPT Representatives and by recurrent training, upon agreement by the Executive Board – Joint Activities. Additionally, it is mandatory that all Disability Team members participate in the initial ADAPT training. An updated ADAPT online training will also be made available.

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

[See Par. (6a),(46),(63),(72)]  
[See App. A]

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 E. Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the course of these negotiations, the Company presented information to the UAW that detailed significant efforts taken to reduce employee exposure to metal removal fluids (MRFs), to maintain the integrity of metal removal fluid systems, and to reduce the potential health effects of MRFs. The parties agreed that the Company will continue its strategy to reduce exposures to MRFs.

General Motors will continue to specify that all new machining equipment be designed, built, and installed to limit employee personal exposure levels to MRFs equal to or less than 0.5mg/m<sup>3</sup> on an 8 hour 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. General Motors is committed to reduce levels to less than 1.0mg/m<sup>3</sup> on an 8 hour time weighted average for personal exposures to MRFs on existing machining equipment. In the event that personal exposure levels are confirmed to be 1.0mg/m<sup>3</sup> or greater on an 8 hour time weighted average, General Motors will establish a priority tracking process to reduce these exposures to

acceptable levels. The tracking process will also include confirmed personal exposure levels greater than 0.5mg/m<sup>3</sup> on an 8 hour time weighted average. The MRF Committee will monitor the area with increased activity for personal air sampling, local ventilation checks as necessary, and further emphasize the importance of the medical surveillance program to affected employees. The tracking process data will be reviewed by the PSRB and the Divisional Review Board as appropriate. The NJC will review the tracking process and make recommendations for improvements.

In addition, General Motors reaffirms its commitment to address issues raised at PSRBs or Divisional Review Boards 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, and to control potential harmful agents within metal removal fluid and associated systems. The strategy will also include the GM Health and Safety Guidelines for Metal Removal Fluids and the GM Metal Removal Fluid Exposure Control Plan. This Control Plan will include a common protocol for the machining environment that includes guards, enclosures, fluid management, ventilation systems, drip pans, proper re-circulating air filtration, preventive maintenance, and housekeeping. The Guidelines and Control Plan will be updated periodically and will apply to all machining and associated equipment. The Plan and Guidelines will be reviewed periodically with the National Joint Committee. Additionally, Metal Removal Fluid Control Committees established at affected GM facilities will continue to function. General Motors reaffirms its commitment to promptly address issues

## METAL REMOVAL FLUIDS

raised by plant MRF Committees. Sites using MRFs in machining equipment 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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

***It is acknowledged this document will be replaced with the appropriate documents as they are finalized consistent with the intent of the MOU, Joint Activities. This document does not prejudice the position of either party.***

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During 1996 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 VIP 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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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:

## COMPLIANCE WITH FMLA

- 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 GM Labor Relations Staff.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**PROCEDURE TO CORRECT PAY SHORTAGES**

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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.
- The payment will be prepared with the employee's normal tax deductions.
- The payment will be available to the employee at the plant by the end of the next workday (excluding weekends and holidays).

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During these negotiations, the parties considered the issues and concerns regarding the health and safety of workers exposed to engineered nanomaterials in the workplace. Consistent with parties' joint commitment to providing team members a safe workplace, the parties discussed the uncertainties, and emerging body of knowledge pertaining to engineered nanomaterials. Each party affirmed the importance of timely hazard communication and addressing known risks, if any, early in the production process. Recognizing the need for ongoing studies of engineered nanomaterials, the parties jointly commit to continue efforts to address hazards, including developing methods to assess and control exposures, if any to engineered nanomaterials. To facilitate the joint parties' better knowledge and understanding of information regarding nanotechnologies, joint participation in related industry working groups or other related research or academic programs may also be appropriate, subject to approval by the NJC.

GM reaffirms its commitment to continued participation in joint efforts to better understand, identify, and address potential safety and health issues, if any, associated with

## ENGINEERED NANOMATERIALS

engineered nanomaterials in the workplace. Based on the findings of these investigations, if warranted, the IH Subcommittee will submit a proposal to the NJC to set up an OHAB panel for the purpose of discussing the findings from our internal studies and to develop a Request for Proposal (RFP) that addresses engineering controls, hazard recognition, routes of exposure, personal protective equipment and industrial hygiene sampling techniques.

Consistent with the priority GM has placed on employee health and safety, GM will continue to seek to identify any chemical materials and parts containing engineered nanomaterials whose handling, while processing, may create a hazard, e.g., grinding, sanding or spraying. To the extent hazards are identified, such information will be shared with the UAW-GM IH Subcommittee as it becomes available. Where known hazards, if any are identified, GM will inform affected employees and the NJC, as soon as practicable, of known risks and symptoms of exposure and methods of protection related to the identified materials or processes. With respect to joint efforts relating to identification of known hazards relating to engineered nanomaterials, where such hazards are identified, formal progress reports will be shared with the NJC on a quarterly basis, if not sooner. If determined to be appropriate or necessary by the NJC, training programs for engineered nanomaterial hazard recognition, control methods and sampling techniques will be delivered as part of regularly scheduled health and safety training, to appointed UAW IH Technicians and Safety Representatives within the first twenty four months of this contract period.

The joint parties will work to draft a UAW-GM Audit Technical Standard addressing exposure assessment and control of engineered nanomaterials within twelve months and, thereafter, revised as needed, when new information becomes available. Once developed, the parties will discuss implementation of the standard.

Based on these efforts, to the extent the National Joint Parties agree necessary or appropriate, exposure assessments will be conducted jointly by GM Industrial Hygiene and UAW appointed IH Technicians with oversight provided by the UAW-GM IH Subcommittee.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 E. Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During these negotiations, the parties discussed allowing retired UAW-represented General Motors 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-GM 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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

Subject: Supplier Corporate Citizenship

During these negotiations, the UAW stated its interest in having the Company 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 Company'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 Company's use of high quality, reliable suppliers which maintain good, fair and equitable relations with their employees, and which satisfy the Company's need for a continuous, reliable, and cost-effective supply of quality parts and materials.

General Motors fully understands the Union's concerns in these matters, because quality products, uninterrupted delivery and good corporate citizenship -- by the Company and its suppliers -- contribute significantly to the Company's success in the marketplace, and all of these factors have a direct bearing on the job and income security of UAW members. General Motors 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 Company further stated that all such decisions will continue to be based on quality, service, technology and total enterprise cost. The Company similarly recognizes the value of suppliers that have successful relations with their employees and employees' representatives. Moreover, the Company expects its suppliers to abide by all applicable labor and employment laws, including Section 7 of the National Labor Relations Act and where employees are considering unionization, the Company expects its suppliers to abide by the law and avoid unlawful conduct.

General Motors agrees that its relationship with the Union is of paramount importance to the Company's long-term success. The Company 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. General Motors, 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 Company its concern about certain aspects of the Company'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 Company 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

## SUPPLIER CORPORATE CITIZENSHIP

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 Company 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 Company will, in a manner which is in compliance with applicable laws, notify suppliers of the importance the Company places on harmonious relationships between suppliers, their employees and any union that may represent them.

The Company 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 Company will re-send the attached letter within 14 days to any such supplier who is awarded a contract with the Company. In addition, the Company will transmit the attached letter as a part of each Request for Quotation extended to domestic suppliers.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

## Attachment

### **Form of Letter to be Sent to Suppliers**

This letter will describe some aspects of General Motors' policy on supplier selection.

The Company's decision to select or remove a particular supplier is based on numerous criteria, applied in conformance with legal requirements. General Motors Company 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 General Motors' policy or practice to remove a product from a supplier if that supplier's employees have chosen to join the UAW.

As you know, General Motors 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. We respect the UAW and the UAW respects us. We believe that when we work together, we win together and encourage suppliers to adopt a similar approach when working with their employees and/or its Unions.

General Motors expects its suppliers to abide by all applicable labor and employment laws, including Section 7 of the National Labor Relations Act. Accordingly, General Motors assured the UAW that it would not unlawfully retaliate against a supplier because the supplier's employees join a labor union and General Motors expects that its suppliers will not unlawfully retaliate against their employees due to their union activity. General Motors also notes that many of our supplier facilities have recognized the UAW based

**SUPPLIER CORPORATE CITIZENSHIP**

on a showing of majority support among employees by means of a “card check” certified by a neutral third party. General Motors 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: Mr. Terry Dittes, UAW

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

***It is acknowledged this document will be replaced with the appropriate documents as they are finalized consistent with the intent of the MOU, Joint Activities. This document does not prejudice the position of either party.***

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
GM Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

Subject: UAW-GM 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 Company and Union representatives are knowledgeable concerning agreements which affect their roles and responsibilities.

Following ratification of this Agreement, the Company's Labor Relations Staff and appropriate representatives of the UAW GM Department will develop a training program which will address the Agreement and related understandings. A training session will be held as soon as practical following program development. Candidates for participation in the training could include Plant/Division/Operations managers and Labor Relations representatives whose responsibilities include Agreement administration, elected and appointed Union representatives, and Human Resources personnel. Participants in the training program will be

**UAW-GM COLLECTIVE BARGAINING AGREEMENT  
TRAINING PROGRAM**

designated by the Company's Labor Relations Staff and the UAW GM Department.

Funding for this training program, including development costs, travel, lodging and wages of participants, shall be paid in accordance with the Memorandum of Understanding – Joint Activities.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**WORKING ON A HOLIDAY/VACATION  
ENTITLEMENT CONVERSION OPTION**

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 vacation eligibility year.

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 GM 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 GM 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 NAO Compensation Activity of any relevant situations.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

The GM-UAW Skilled Trades and Apprentice Committee has recognized the need to fill certain skilled trade openings. Historically the National Parties have utilized the provisions of Paragraph 178 of the current GM-UAW National Agreement, to hire experienced skilled trades candidates who meet the requirements to obtain journeyperson status.

This long standing process has served the parties well, and will continue to be utilized for determining eligibility when hiring skilled trades, but the Company noted that they have experienced difficulty obtaining a sufficient number of qualified candidates who meet the eligibility requirements outlined in Paragraph 178.

To address the concerns outlined above, and in order to obtain qualified skilled trades candidates, the National Parties have reached the following understandings when supplementing the requirements of Paragraph 178.

**Eligibility:**

Management will determine the job requirements for the skilled trade openings, as well as, the minimum candidate qualifications. Thereafter, Management

will identify a pool of candidates that will be eligible to proceed through the General Motors (GM) Selection Process. Prior to testing, the pool of candidate credentials will be sent to the GM-UAW Skilled Trades and Apprentice Committee for review.

**Training Plan:**

Candidates that successfully pass the GM Selection Process will complete a skills assessment. The results from the skills assessment will be utilized to identify those areas where additional training will be required. Local Joint GM-UAW Apprentice Committees will provide oversight and will be responsible for developing the training plan for candidates assigned to their location, as well as, determining the amount of shop and related training each candidate will receive. The amount of shop related training will determine the appropriate "Training Period" the candidate will be placed in for compensation purposes. The training plan will align with the apprentice uniform shop and related training schedules as outlined in the GM-UAW National Agreement. Such training plans are subject to approval by the GM-UAW Skilled Trades and Apprentice Committee.

**Seniority:**

Candidates will attain seniority as outlined in Paragraphs 56 through 59 & 159 of the GM-UAW National Agreement.

**Contractual Rights:**

Candidates who acquire seniority will be subject to all applicable apprentice provisions of the GM-UAW National Agreement. Employees will not be eligible for any provisions that provide monetary payments prior to

## **NEW JOURNEYPerson-IN-TRAINING (J.I.T) HIRING**

acquiring seniority as outlined in Paragraph 57 of the National Agreement (e.g. Allowances-Tools, Books, Supplies, etc.).

### **Wages:**

The straight time hourly wage rates for journeypersons-in-training (J.I.T.) in the bargaining unit, shall be the rates set forth in the J.I.T. Wage Rate Schedule in Paragraph 163.

### **Benefits:**

New hire employees will be covered under the MOU: UAW-GM Wage & Benefit Agreement For Employees In-Progression as provided in the UAW-GM National Agreement. New hire employees are not eligible to participate in any other UAW-GM Benefit Plan.

Any issues which arise as the result of the implementation of this understanding should be forwarded to the GM-UAW Skilled Trades and Apprentice Committee for resolution.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the current negotiations, the parties discussed situations where employees were not advised of their individual work schedules for the Plant Vacation Shutdown week(s) 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 week(s). 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



**INDIVIDUAL WORK SCHEDULES/VACATION SHUTDOWN**

the use of volunteers. Any problem in this area should be raised with the appropriate Labor Relations Director for review.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

Subject: Joint Task Teams

During prior negotiations, the parties discussed, extensively, the necessity to work together to narrow the competitive gap in the area of indirect labor functions. It was acknowledged that Worldwide Facilities GMNA (WFG), currently known and referred to as Real Estate and Facilities (RE&F), assumed greater responsibility to manage these functions at our plant sites and closed facilities.

As a result of discussions during 1999 Negotiations, the National Parties established a Joint Task Team at the UAW-GM national level, under the direction of the UAW-GM Skilled Trades and Apprentice Committee, to help reduce costs and improve efficiencies in the area of indirect labor functions.

The efforts and contributions of the Joint Task Team have resulted in cost savings for the Company. In the years since the Team's inception, business conditions and focus have changed dramatically, specifically in the area of indirect labor. As a result of such changes, the National Parties have agreed to modify the responsibilities of the Joint Task Team to support today's business conditions.

## SKILLED TRADES JOINT TASK TEAMS

The Joint Task Team will continue to work under the direction of the GM-UAW Skilled Trades and Apprentice Committee. Under their direction, the Joint Task Team will continue to participate in assessing, developing and/or implementing competitive best practices. The Team's efforts will now be directed at indirect labor strategies, identifying best practices, reducing costs and improving efficiencies. Costs incurred by the Joint Task Team will be reimbursed by Joint Training Funds.

National and local efforts in this regard will not supersede other existing provisions of the National Agreement. The Union, for its part, commits to assisting with the implementation of indirect labor strategies and identifying best practices beneficial to our locations. It is recognized that best practices development and their timely implementation is important to the success of this agreement. Therefore, the GM-UAW Skilled Trades and Apprentice Committee, is committed to continuous improvement of the process and agrees to establish the following:

- A mechanism for the Joint Team to support best practices implementation and provide necessary assistance
- A process that reflects appropriate responsibility for best practice implementation
- A tracking system at the Joint Team and plant levels to monitor implementation and savings achieved
- A timely and proactive process and method for distribution of best practices to each facility so maximum savings can be achieved

**SKILLED TRADES JOINT TASK TEAMS**

It is agreed that the above will be accomplished without delay following ratification of the agreement.

This understanding does not supersede the existing rights of the local parties to implement modifications to related business activities upon mutual agreement.

Any problems regarding the above should immediately be brought to the attention of the National Parties.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 Company 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 notify, track and maintain all Near Miss incidents.

## NEAR MISS INCIDENTS

- 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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Subject: Clarification of Paragraph 69 Administration  
1999 GM-UAW National Agreement

Dear Mr. Dittes:

This letter is to confirm our understanding regarding the administration of Paragraph 69 of the 1999 GM-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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 were 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 has been discovered.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 Attachment B to Appendix A, 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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

The parties agree that an active local joint pedestrian/in-plant vehicle team, as agreed to jointly with the Manufacturing Executive Directors Council, is an effective way to reduce risk and injuries. The parties agree that the team 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 jointly published notebook and CD entitled “Pedestrian/In-Plant Vehicle Team Guidelines”, produced in June 2003, 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,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

Programs at Pre-Productions 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 GM-UAW National Agreement do not address the above referenced conditions. When these types of events occur, the local Jobs Committee will work together to develop plans for manpower requirements.

Any dispute with the provisions of this letter will be brought to the National Jobs 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 provisions contained in the current GM-UAW National Agreement.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

The Corporation and Union Leadership acknowledge and have discussed at great length the competitive challenges facing General Motors Service and Parts Operations and the UAW's concerns relative to job security. Furthermore, the parties recognize that GMSPO is in a highly competitive market, and must aggressively reduce the gap between SPO and its competitors in order to satisfy our mutual goals.

In order to do this, we must reduce our structural costs and increase our market share, thereby, improving job security. This means that critical processes currently utilized and proven successful by the competition must be adopted. To that end, it is necessary to transition from the present Regional Interline Facilities (RIF's) to Shared Cross-Docking.

The present RIF structure, as we know it today, will be discontinued and GMSPO will relinquish its interest in those facilities and associated work functions. Work functions currently being performed within the bargaining unit that will transition to Shared Cross Docks include:



## SHARED CROSS-DOCKING

- Core freight piece and piece count verification
- Core transfer to shipping containers (54" basket)
- Movement of excess cages/totes to storage areas
- Scrap recovery associated with the Autocraft process

Beginning in the fourth quarter of 2003, the transition from the RIF's will begin. The 24 UAW employees presently assigned to that work will not be adversely impacted, as they will be transitioned back into the associated PDC on a plant-by-plant basis. The expectation is that this RIF transition will be complete by the second quarter of 2005. A specified timeline will be developed at the conclusion of the 2003 Negotiations. Any changes to this timeline will be discussed with the Union.

Beginning the first quarter of 2004, Management will begin the insource of the new Equinox (subject to the production launch timing). The parties recognize that with our Distributable/NonDistributable process and the market forecast, it is anticipated that the volume will eventually rise, resulting in increased UAW employment. The Equinox work will be insourced in phases (13 jobs by fourth quarter 2004 and 22 by fourth quarter 2005), totaling 35 UAW jobs. All insourced Equinox work excludes in-house unitizing. Common parts between Saturn and GM's Equinox will be handled through their respective distribution channels.

Furthermore, thirteen additional jobs will be identified and insourced by year end 2005. These jobs may be a result of increased Equinox work or newly identified work.

In summary, the RIF transition affects 24 UAW jobs. The Equinox and new work insourcing initiatives provide a total of 48 UAW jobs. This is an overall net increase of 24 UAW jobs. All commitments to these 24 jobs will be met sooner, but no later than, the fourth quarter of 2005, predicated on launch schedules, and barring any circumstances beyond the Corporation's control.

This undertaking is viewed as one of several opportunities to strengthen the relationship of the local parties with the goal of ensuring the long-term viability of GMSPO; and, thereby, preserving the job and income security of its UAW members.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

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 Group Vice President, Manufacturing and Labor Relations, by the Vice President and Director of the General Motors Department, UAW.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During these negotiations, the parties discussed extensively the inconsistencies of local administration of several National Agreement provisions/processes. Therefore, subsequent to these Negotiations, the GM-UAW Skilled Trades and Apprentice Committee will finalize and implement a joint audit process to standardize the administration of several of these key provisions, which will include but not be limited to:

- Apprentice Program
- Paragraph 183 - Subcontracting
- Paragraph 182 – Work Assignments
- Statement On Technological Progress
- Job Security
- Employee Placement
- Document #63
- Document #112
- Indirect Labor Gap
- New Technology Training
- Strategic/Non-Strategic Job Functions
- Warranties

## **SKILLED TRADES/INDIRECT LABOR AUDITS**

It is intended that these skilled trades audits will be conducted at plant locations when requested by either of the local parties or the Group/Divisional Labor Relations Director or International Union Regional or GM Department Servicing Representative. Prior to conducting a joint audit, all appropriate documentation must be submitted to the National Parties.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During 2007 Negotiations, the Skilled Trades Subcommittee held extensive discussions over a wide range of issues surrounding the benefits associated with the implementation of Quality Network's Production Maintenance Partnership (PMP) system consistent with Lean Manufacturing principles that standardize work tasks. The key elements of the PMP system are:

- Other-Than-Skilled Team Members/Leaders (e.g., Production, Material, Quality, etc.) use tools identified by standardized work to address out-of-standard conditions or perform repetitive activities to sustain production (such as cleaning, minor maintenance, or material tasks).
- Other-Than-Skilled Team Members/Leaders (e.g., Production, Material, Quality, etc.) are first point-of-response to deal with out-of-standard conditions with machinery and equipment including quality, material, or maintenance.

The parties direct each location to implement the provisions of Document 157. Identification of PMP duties for all machinery and equipment as described above, will be reviewed utilizing the jointly approved

## **PRODUCTION MAINTENANCE PARTNERSHIP**

Tasking Logic Tree. In accordance with the Total Productive Maintenance (TPM) principles and to improve the performance of the overall operations, the parties agree to implement all tasks that successfully meet the conditions set forth in the Tasking Logic Tree. The parties also agree that the local parties may elevate issues through the Document 40 resolution process.

In each department a standardized work, “PMP Checklist” of tasks will be developed by the appropriate personnel (e.g., Production, Maintenance, Health & Safety, Quality, Materials, Engineering, Supervision, Equipment Suppliers, etc.). The PMP checklist identifies tasks a Team Member/Leader will perform; such as: routine inspection, checking for normal and abnormal equipment conditions, cleaning, wipe downs, adjusting, using tools to address out-of standard conditions and perform repetitive activities (including incidental work that can be safely performed by the Team Members/Leaders) as specified, and reporting of problems to Maintenance.

Some examples of common PMP maintenance and first point-of-response tasks that may be performed by Other-Than-Skilled personnel are:

- Maintain proper fluid and lubrication levels in the employee’s immediate workstation machinery
- Clearing of loose debris within fixtures and equipment (e.g., Weld slag, machine chips)
- Inspection and tightening of loose, non-critical components not directly related to locating pins, blocks, and shims.
- Inspection and tightening of loose, leaking coolant, air, and dispensed product fittings.

## PRODUCTION MAINTENANCE PARTNERSHIP

Other-than-Skilled Team Member's/Leader's training and standardized work will be jointly developed by the appropriate personnel directly involved in the operation, and implemented with a focus to include error proofing.

Other-than-Skilled Team Members/Leaders will be responsible for performing the PMP duties on a daily basis or as the PMP schedule requires during production operations, during non-production operations, before or after production has been met or, if determined, on overtime. Other-than-Skilled Team Members/Leaders will be responsible to document that they have performed their PMP responsibilities. Daily tasks and minor adjustments should be documented on the PMP checklist. Corrective actions should be documented on the checklist and in MAXIMO.

The GM-UAW Skilled Trades and Apprentice Committee will finalize and administer a joint audit process to ensure standardization and implementation of PMP at all locations.

Issues related to PMP will be resolved by the local parties. Issues unresolved at the local level may be referred to the GM-UAW Skilled Trades and Apprentice Committee for resolution.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations



**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the current negotiations, the parties discussed the implementation of production and maintenance Alternative Work Schedule (AWS) agreements. As a result of these discussions, the parties agreed that all GM-UAW facilities will utilize the following parameters for AWS agreements:

- The Company may, with the approval of the International Union, implement an AWS for production and/or maintenance operations at any GM-UAW location.
- The implementation of an AWS may result in multiple work schedules in effect concurrently at the same facility. Examples of such schedules include, but are not limited to:
  - A four day/10 hour work schedule during the Monday through Friday period.
  - A forty hour schedule that includes Saturday and/or Sunday work.
- The National Parties will provide templated contract language for typical AWS agreement administration. Notwithstanding this, local parties may develop alternative plans to address specific

## ALTERNATIVE WORK SCHEDULES

operating issues. Any locally developed AWS must be approved by the National Parties prior to implementation.

- In recognition of the accommodations that may be required by impacted employees, the Company will provide a minimum two (2) weeks' advance notice of any pending schedule change.
- The Company or the International Union may cancel implementation of an approved AWS agreement after providing 30 days notice.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

As a result of extensive discussions and a review of the Company's competitive position, the parties have agreed to exit certain skilled trades work elements. The local parties will exit those work elements in a manner most conducive to their operation, and reassign the skilled trades employees to work more in line with the manufacturing and engineering process while reducing the need for subcontracting.

The following is a list of work elements that will be exited. It is understood that an agreement to exit the identified work elements will be accomplished through a structured transition process. With regard to the term, "major/minor rule will apply," all major work elements will be exited.

Any additional work elements identified by the local parties must be agreed to by the National Parties.

**Construction**

- Building construction – projects including refurbishing offices, restrooms, cafeterias, mezzanines, classrooms, auditoriums

## **EXITING NON-STRATEGIC SKILLED TRADES WORK**

- Demolishing of buildings – whole and partial (once bargaining unit has completed their recognized pre-demolition work)
- Decommissioning of a building (non-environmental): After all plant requested assets have been removed and an auction has been conducted (if applicable) – and remaining assets are sold to a demolition contractor

### **Painting/Glazing (major/minor rule will apply)**

- Signage/stenciling, facility/building painting, structural/equipment/production aids painting, aisle/parking lot striping, rack/container painting, piping, platforms

### **Carpentry (major/minor rule will apply)**

- Crating, hanging signs/banners, platforms, benches, catwalks, racks, tables, drywall
- Repair/replace office furniture, tables, cabinets

### **Building Envelope Maintenance (major/minor rule will apply)**

- Major repairs/replacement: walls, floors, windows, doors (e.g. dock, roll-up doors, pedestrian)
- Roofing, fencing, railroads, parking lots (excluding snow removal), roads, outdoor lighting/electrical

### **Specialty Maintenance**

- Elevators/escalators, fire system maintenance and installation
- Fixture re-lamping/replacement (major/minor rule will apply)

## **EXITING NON-STRATEGIC SKILLED TRADES WORK**

- All Asbestos/PCB maintenance, remediation and removal
- Major HVAC repairs/replacement

### **Certified Welder Maintenance**

- If certified welding is contracted, and there is not a certified welder on-site, full utilization would not be required

### **Hi Voltage Electrical Distribution**

- 13,200 Voltage and above

### **Building Mechanical (major/minor rule will apply)**

- Repair of plant wide utility distribution systems (natural gas, compressed air, steam, water, condensate, trade waste lines, manufacturing fluids)

### **Building Electrical (major/minor rule will apply)**

- Repairs of building electrical systems

### **Crane hoist repair/inspection (major/minor rule will apply)**

- Repair/replacement of overhead cranes, hoists

The preceding work functions will continue to be performed by existing bargaining unit employees until one of the following events occur:

- Transfer to another location
- Normal attrition
- Re-training to another trade
- Targeted SAP

As the workload requirements exceed the remaining resources, the work will be exited and not subject to the subcontracting provisions of GM-UAW National Agreement.

In the event the local parties are unable to reach an agreement on the identification of non-strategic work and /or the process for reassigning skilled trade employees, either party may refer the matter to the GM-UAW Skilled Trades and Apprentice Committee as directed in the skilled trades /indirect labor audit for resolution.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the current negotiations, the parties discussed the difficulties encountered in the application of the term “full utilization,” as it relates to subcontracting.

The Union complained that Management often applied “full utilization” schedules in order to avoid performing meaningful work with its skilled trades employees. Management also expressed concerns that the terms of “full utilization” were often erroneously applied toward work that was not normal and historical or outside the scope of the bargaining unit. Additionally, Management stated that the term “full utilization” had been expanded at many plant locations beyond the intent of the original commitment as identified in the Louis G. Seaton letter dated December 14, 1967.

In recent years however, the Corporation has experienced unprecedented competitive pressures and market share losses that have required the parties to address uncompetitive practices. “Full utilization” practices differ from plant to plant and have significantly increased costs associated with operating the business and contributed to widening the competitive gap between the Corporation and the competition.

While GM intends to continue to assign meaningful work to its skilled trades workforce, the parties agree that prolonged schedules involving substantial overtime are not in the best interest of employees or the Corporation. Accordingly, the National Parties agree to support plant locations in their effort to establish reasonable utilization schedules and to address unique circumstances which drive excessive utilization hours and/or numbers of skilled trades employees.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations



**MEMORANDUM OF UNDERSTANDING  
GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the course of these negotiations, General Motors and the UAW, on a site by site basis, discussed and agreed to product investments and an outsourcing moratorium relative to specific work. That agreement, Product Both Current and Future Allocations Commitment & Opportunities for Future Insourcing Overview, while not included in this agreement, provides for a foundation from which the parties can proactively work to transform General Motors operations. The oversight of this transformation will be monitored and discussed between the parties on an ongoing basis with any issues or disputes promptly resolved by the National Parties. General Motors and the UAW are both committed to the full implementation of this Agreement on the basis that the business will grow and prosper thus enhancing the employment security of current employees while providing opportunities for prospective new employees.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

## **ADMINISTRATIVE LETTERS**

(The following documents connected with the 2019 GM-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)

**UAW-GM ADMINISTRATIVE LETTER**

**Center for Human Resources (CHR) and  
Related Activities**

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the course of these negotiations the parties had lengthy discussions regarding the Center for Human Resources and the related documents, memorandums, etc., contained in the 2015 National Agreement that detail the various programs administered by the Joint Parties. The parties have agreed that, within 60 days of the ratification of the 2019 UAW-GM National Agreement that any other contractual language, letters, documents or memorandums referencing Joint Activities and/or the CHR will be conformed to the new and controlling Memorandum of Understanding – Joint Activities.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

# UAW-GM ADMINISTRATIVE LETTER

## Employee Placement Skilled Trades

GENERAL MOTORS LLC

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the 2019 National Negotiations, the National Parties had lengthy discussions regarding the movement of skilled trades employees from plants without excess. In the event the local parties identify more than one (1) skilled trades employee per year, from a specific skilled trade classification, who may be able to transfer, the request will be submitted to the National Parties for review and approval.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

## UAW-GM ADMINISTRATIVE LETTER

### MEMORANDUM OF UNDERSTANDING RE: FORMER WEST CHESTER EMPLOYEES HOME PLANT CHANGE TO CCA CINCINNATI

During the 2019 National Negotiations, the Union expressed a desire that employees of the CCA West Chester facility that have been placed on a formal leave of absence without Company paid benefits have their home plant changed to CCA Cincinnati.

The National Parties have agreed, on a one-time non-precedent setting basis, that these West Chester employees, currently on a formal leave of absence without company paid benefits will have their home plant changed to the CCA Cincinnati facility. Thereafter, as openings occur at the CCA Cincinnati facility, former employees of CCA West Chester will be recalled in seniority order for these openings. These employees will not be permitted to displace existing CCA Cincinnati employees. Once recalled, employees will receive seniority treatment based on the Memorandum of Understanding regarding GMCH, Davison Road, West Chester, Appendix A transfer eligibility.

It is understood between the parties that paragraph 64e and Document 42 of the UAW-GM National Agreement would apply to these individuals.

The National Parties will implement the agreed upon provisions within sixty (60) days after the effective date of the National Agreement.

Any unforeseen issues associated with this understanding will be addressed by the National Parties for resolution.

Terry Dittes

D. Scott Sandefur

## UAW-GM ADMINISTRATIVE LETTER

### Implementation of Advanced Technologies

GENERAL MOTORS LLC

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the 2019 Negotiations, the International Union raised specific concerns regarding the Company's stated objective to significantly increase its electric and autonomous vehicle portfolio and expand the use of advanced processes. Their concerns were not only focused on how these changes may potentially impact the bargaining unit, but on how GM and the UAW could together lead in the transformation of the auto industry.

The Parties discussed at length technologies which may become mainstream in UAW-GM workplaces but found in many cases the plan for advanced technologies that the Company will select for use in the workplace is still being developed. In other cases, there are advanced technologies, such as additive manufacturing, that are already in use in multiple places within UAW-GM locations. The Company is mindful of the Union's concerns and is certain that mutually agreeable ways to evolve the bargaining unit with advance technologies can be found.

Advanced technologies and new manufacturing techniques continue to be introduced into the manufacturing environment at a rapid pace. As such, the Parties found the possible combinations of technological and manufacturing events which may occur during the life of this Agreement could not all be enumerated at this time. The Parties did, however, agree on the desirability of reaffirming the commitments captured in the Statement on Technological Progress. Specifically, to three basic principles:

- a) The Company affirms that it will not utilize the advent of new technologies or advanced manufacturing techniques as a means for shifting work functions that have been normally and historically performed by represented employees to non-represented employees
- b) The Company affirms where a work function is currently performed by represented employees, dividing that function into multiple functions will not serve to shift either portion to non-represented employees; and
- c) The Company affirms that it will provide the training necessary to enable represented employees to support and improve their performance on the work functions they do today, in the situation wherein those work functions are altered by the introduction of new or advanced technologies or to retrain them in other needed work functions if their original work function is eliminated through technology applications

In order to begin to establish a better joint understanding of the variety of new or advanced technologies that may warrant attention as they are introduced into the UAW-GM workplaces, and also to examine whether any such migration of functions has already occurred, the

Company also commits to the addition of a National Committee on Advanced Technology, hereinafter referred to as The Committee.

The Committee will be comprised of three (3) Union and three (3) Company representatives. Within 90 days following the effective date of this Agreement, the Parties will meet to establish meeting guidelines, including meeting agendas. The Committee will meet to discuss new technology and its possible impact upon the bargaining unit. The Parties recognize that with these new technologies the evolving roles and responsibilities of the workforce will change and the need for special skill enhancement must be identified and subsequently implemented when required. The Committee will meet at least quarterly. Considering the breadth of the Committee's agenda, it may be necessary to invite additional representatives to some meetings to allow for fruitful discussion. Prior to a meeting taking place, the Parties will agree on the inclusion of any additional representatives required to support the agenda.

When agreed to by the Parties, the Committee can establish sub-committees to support the goals and objectives of the Committee.

In conjunction with their meetings, the Committee will, among other activities;

1. Tour the Manufacturing and Technical Centers when it is in support of agreed upon agenda items. Appropriate agenda items may include Manufacturing 4.0, Smart Manufacturing, alternative propulsion, autonomous vehicles and other agreed-upon items
2. Be provided "wall reviews" which reflect the Company's U.S. portfolio plans for alternative propulsion and autonomous vehicles within the current planning window. Frequency will be



at least annually and may occur more often if impending changes warrant such

3. Hold quarterly reviews of the Company's plan for new technology implementation at UAW-GM facilities, including but not limited to, Manufacturing 4.0, Smart Manufacturing, and changes in manufacturing due to alternative propulsion and autonomous vehicles
4. Call upon Subject Matter Experts as needed for topics being discussed; and
5. Review upcoming launches of programs to be produced in UAW-GM facilities to ensure appropriate bargaining unit members are trained on new equipment and technology. The Parties agree that having training completed in advance of the launch is desirable

As discussed between the Parties, the following topics, will be included among those to be evaluated by the Committee in terms of how to ensure any planned or current implementations comply with the commitments noted in the Statement on Technological Progress and a) through c), above:

- Integrated Control work
- HMI programming
- Additive manufacturing
- IT hardware and software installation and maintenance
- WTC and facilities data center hardware and software maintenance and support
- Data analytics and interpretation, from test set-up, testing and analysis to interpretation for vibration and infra-red and 4-post shaker, for example
- Augmented, virtual or immersive reality instructions, validation, design and editing

- Virtual builds
- Vision systems
- Drone programming and piloting
- Autonomous vehicle manufacturing and support done within the confines of the GVDP
- Certain Industrial Engineering work
- Vehicle software loading and equipment validations
- Any additional work functions effected by “new or advanced technology” contemplated in the Statement on Technological Progress
- Any additional changes agreed to by the Parties

While not exhaustive, the parties agree that this list is representative of workplace changes which could possibly impact bargaining unit work. If the Committee agrees that an impact occurred prior to the date of this letter, it will take the necessary steps to restore the represented functions.

Further, in recognition of the fact that the implementation of such new or advanced technologies will be felt in the plants, the Plant New Technology Committee, as established in the original terms of the Statement on Technological Progress will be given access to information released by the National Committee and will be invited as required to participate in discussions with the National Committee as they work through their discussion topics.

Very truly yours,

D. Scott Sandefur  
 Vice President  
 GMNA Labor Relations

# UAW-GM ADMINISTRATIVE LETTER

## MOU – Legal Services Plan Benefit

GENERAL MOTORS LLC

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the course of these negotiations the parties discussed the existing UAW – FCA-Ford-General Motors Legal Services Plan (“LSP” or “Plan”) and the continuation of that Plan during the term of the 2019 National Agreement. In order to provide for the continuation of the Plan while addressing concerns about Plan cost, existing Plan design and benefits provided, and the existing eligibility rules for the Plan, the parties agree as follows:

1. The Plan shall continue to provide a legal service benefit to eligible UAW-represented employees and retirees, funded through a trust structured as an Internal Revenue Code Section 501(c) (9) qualified Voluntary Employee Beneficiary Association (VEBA) and jointly trusteeed under Section 302(c)(5) of the Labor Management Relations Act.
2. Individuals who meet the eligibility criteria under Exhibit C (attached) of the Plan document shall be eligible to participate in the Plan. The

parties agree and intend that they retain the sole authority to modify the Plan's eligibility criteria, and that the Plan's trustees do not have the authority to modify the Plan's eligibility criteria.

3. Consistent with the requirements of Taft-Hartley, the Plan shall be administered by a joint board of trustees comprised of an equal number of employer and UAW representatives, with an impartial neutral. Subject to subsequent negotiations with other employers, it is anticipated that there shall be six employer trustees and six union trustees, two of whom shall be appointees of the Company. The VEBA shall contain subaccounts for contributions made by the Company and in order to segregate such monies away from contributions from any other participating employers in the VEBA. Further, such an arrangement shall ensure that no cross-subsidization will occur relative to the Company's contributions and any other obligations the Plan has respective to other participating groups. Liability for providing benefits shall not be joint and several among the participating companies. The Plan must be structured such that 1) the Company's participation in it does not create OPEB liability for the Company and 2) there will be no withdrawal liability or any other liability should a participating company end its participation.
4. Based upon present information, the Plan expects to have reserves of approximately \$25,000,000 when all contributions under the 2015 agreement have been made and the company shall have a one-year payment hiatus (2020). The company will make contributions to the Plan in February 2021, 2022 and 2023 according to the following

formula: total number of GM individuals eligible to participate in the Plan on December 31st (based on GM's eligibility file) of the preceding year multiplied by the imputed income per eligible GM individual in the preceding year as calculated by the Plan. For the avoidance of doubt the yearly funding amount for years 2021 through 2023 will not exceed \$8.476 million. This in no way contemplates or binds the Company to funding beyond the term of this Agreement. Based upon present information, this amount of funding shall be sufficient to maintain an "office work" benefit, as described in the plan and as modified in item 5 below. The provision of, and ability to provide any such benefits, shall be left to the ultimate determination of the Plan trustees. If for any reason the funding is insufficient to provide the contemplated benefits, then benefits payable to participants will be modified by the Trustees of the Plan.

5. The parties agree that part of the work performed by the Plan and its attorneys shall include a continuation of the Social Security Project (assisting individuals in applying for Social Security Disability and attendant "sweeps" of accounts in those cases where the underlying Social Security Disability application is successful and retroactive benefits are awarded and owing to the Company) for active UAW-represented employees and to UAW-represented retirees.

These additional services will be included in the Plan at no additional cost to the Plan:

- a. Traffic Matters: – defined as: traffic tickets or other moving violations but not including any charges of driving under the influence, possession of a controlled substance, auto license

revocation or restoration, or any charge listed as a misdemeanor or felony. The services shall be limited to advice or non-covered, low-cost referral.

- b. Social Security Questions – defined as questions related to social security benefits as provided by the Federal Government including questions related to Social Security retirement benefits, disability, terminations or overpayments but not including any representation before an administrative agency even under the self-help benefit. The services shall be limited to advice or non-covered, low-cost referral.
- c. Medicare and Medicaid Questions – defined as questions related to Medicare or Medicaid benefits but not including any representation before an administrative agency even under the self-help benefit. The services shall be limited to advice or non-covered, low-cost referral.
- 6. The parties will direct the plans trustees to adopt any amendments to the plan document or trust agreement that may be necessary to implement the commitment set forth in this letter.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

## Exhibit C

### GM Individuals

C-1 Employees. For purposes of the Plan only, and in accordance with the applicable memorandum of understanding entered into between GM and the UAW during 2019 negotiations, an individual who is actively employed by GM, who is a member of a bargaining unit represented by the UAW that entered into a CBA allowing such individual to participate in the Plan, and has attained seniority, provided however that eligibility ceases for any such employee who has been continuously laid off for a period exceeding twenty-four (24) months after the month in which his/her layoff began.

C-2 Employee Spouse: For purposes of the Plan only, and in accordance with the applicable memorandum of understanding entered into between GM and the UAW during 2019 negotiations, individuals currently married to an Employee as defined in C-1 above.

C-3 Retirees. For purposes of the Plan only, and in accordance with the applicable memorandum of understanding entered into between GM and the UAW during 2019 negotiations, a former Employee, other than a deferred vested under the General Motors Hourly-Rate Employees Pension Plan, who either –

(a) began receiving, or was eligible to begin receiving immediately after the termination of his employment in a UAW-represented bargaining unit position with GM, pension benefits under the General Motors Hourly-Rate Employees Pension Plan, as provided for in Article II Section I, II, or III of such plan; or

(b) was hired after October 1, 2007, and was covered by a CBA when he or she terminated his or her

employment from a UAW-represented bargaining unit position with GM, if as of his or her termination date, he or she meets one of the following:

(i) He or she is age 65;

(ii) He or she is at least age 60 but less than 65 with 10 or more years of service;

(iii) He or she is at least age 55 but less than 60 and had a combined years of age and years of service totaling 85 or more;

(iv) He or she has 30 or more years of service;

(v) He or she is at least age 50 but less than 65 and has 10 or more years of service and whose employment ceases as a result of a plant closing; or

(vi) He or she is totally and permanently disabled prior to attaining age 65 and has at least 10 years of service.

For purpose of this subsection (b), “year of service” shall mean the elapsed time between the individual’s hire or rehire date and the individual’s termination date or loss of seniority.

C-4 Retiree Spouse: For purposes of the Plan only, and in accordance with the applicable memorandum of understanding entered into between GM and the UAW during 2019 negotiations, individuals currently married to a Retiree as defined in C-3 above.

C-5 Surviving Spouse: For purposes of the Plan only, and in accordance with the applicable memorandum of understanding entered into between GM and the UAW during 2019 negotiations, the spouse of an Employee or Retiree who survives him/her, and who meets one



of the requirements below, provided, however, that the associated Employee or Retiree would otherwise have been eligible for benefits under the Plan shall be eligible for benefits.

(a) The spouse is eligible for surviving spouse pension benefits under the General Motors Hourly-Rate Employees Pension Plan; or

(b) The spouse of a separated employee as defined in C-3(b) above and such spouse provides to the Plan Administrator acceptable proof of marriage to the Employee or Retiree for at least one year before the death of the Employee or Retiree.

C-6 Delphi: For purposes of the Plan only, and in accordance with the applicable memorandum of understanding entered into between GM and the UAW during 2019 negotiations, those individuals who meet one of the criteria below shall be eligible for benefits.

(a) Former General Motors Employees who are now “Covered Employees” as defined in the Term Sheet – Delphi Pension Freeze and Cessation of OPEB, and GM Consensual Triggering of Benefit Guarantees, who are receiving any pension benefits from the GM Hourly-Rate Employees Pension Plan other than deferred vested benefits.

(b) Individuals currently married to those eligible under C-6(a) providing that such spouse provides to the plan administrator acceptable proof of marriage to the retiree for at least one year before the death of the retiree.

(c) Surviving Spouses of those eligible under C-6(a) only if such spouse is eligible for a surviving spouse benefit under the GM Hourly-Rate Employees Pension Plan.

**UAW-GM ADMINISTRATIVE LETTER**

**PLANTS EXEMPTED FROM DOCUMENT NO. 13  
PLANT CLOSING AND SALE MORATORIUM**

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

Pursuant to our commitments in Document No. 13, the following facilities have been identified as plants closing during the term of the 2019 GM-UAW National Agreement:

Baltimore Transmission  
Lordstown Assembly Complex  
Warren Transmission  
CCA Fontana

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**UAW-GM ADMINISTRATIVE LETTER**  
**SKILLED TRADES TRANSFER PROCESS**

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the 2019 National Negotiations, the UAW raised concerns regarding the placement of Skilled Trades employees. The parties have agreed that in the event of a Skilled Trades opening at a GM facility, the following placement procedure is to be utilized in sequential order:

A. In Plant Movement

1. Plant Recall
2. Plant 64(e) Rehire
3. Skilled working in production with GM Skilled Date of Entry per Paragraph 178 (2)

B. Area Hire

1. Skilled Trades volunteers from the below combined list in seniority order:
  - a. GM closed plants volunteers

- b. All Delphi volunteers with flowback rights under the 2007 UAW-DELPHI-GM Memorandum of Understanding – Delphi Restructuring
2. Skilled Trades laid off and active volunteers from plants with excess and return to former community volunteers in a combined list in seniority order.
3. Laid off Skilled Trades non-volunteers in inverse seniority order
4. Non-volunteer skilled trades employees working in production at the skilled trades rate of pay will be offered skilled trades jobs in inverse seniority order.
  - a. Skilled trades employees who decline job offers will have their rate of pay reduced to the applicable production rate.

C. Extended Area Hire Volunteers

1. Skilled Trades volunteers from the below combined list in seniority order:
  - a. GM closed plant volunteers
  - b. All Delphi volunteers with flowback rights under the 2007 UAW-DELPHI-GM Memorandum of Understanding – Delphi Restructuring
2. Skilled Trades laid off and active volunteers from plants with excess in a combined list in seniority order.

- D. Skilled Trades volunteers from plants without excess will be limited to only one (1) employee, per trade, per plant, per calendar year

1. Area Hire active volunteer in seniority order
2. Extended Area Hire active volunteer in seniority order

E. Laid off Skilled Trades extended area hire non-volunteers in inverse seniority order. Non-volunteers will be placed in region order according to Attachment A of Appendix A.

F. Volunteer laid off skilled tradespersons/Journeypersons-in-Training (J.I.T.) will be offered retraining opportunities within the area hire in accordance with their skilled trades entry date after their qualifications have been reviewed by the GM-UAW Skilled Trades and Apprentice Committee to determine their eligibility.

G. New hires

The above applies to recognized Skilled Trades employees with a valid Skilled Trades date of entry. Mechanical openings will be filled with the matching core trade. In the event that an opening cannot be filled with the matching trade, the parties will meet to determine how to fill the opening.

It is understood that the National Parties may also mutually agree to deviate from the above order of selection in a particular situation.

If the volunteer being placed is an applicant from a plant without excess, the opening created when the volunteer accepts the job offer will be filled by:

1. Laid off volunteers in seniority order
2. Laid off non-volunteers in inverse seniority order
3. New hires

This administrative guideline is intended only to outline the skilled trades placement procedure. All other provisions of Appendix A outside of the sequential placement order will govern skilled trades placement (e.g. Refusal of Job Offers, Relocation, Seniority Return to Former Community, etc.). If for any reason an interpretation of Appendix A conflicts with the above sequential skilled trades placement procedure listed herein, this administrative guideline will govern.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

**UAW-GM ADMINISTRATIVE LETTER**

**"Traditional Employee Wage Adjustment"**

**GENERAL MOTORS LLC**

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the current negotiations, the parties discussed establishing a minimum wage rate in Manufacturing facilities, for employees hired prior to October 16, 2007. The parties agree that this provision does not apply to employees working in GMCH or CCA facilities.

Following the effective date of the 2019 UAW-GM National Agreement, such employees whose base wage rate is less than \$30.46 will receive a one-time increase to bring their base wage rate to \$30.46.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

## UAW-GM ADMINISTRATIVE LETTER

### Transition of In Progression Wage Scales

GENERAL MOTORS LLC

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the current negotiations, the parties discussed migrating regular active, in-progression, Manufacturing employees to a Consolidated In-Progression Wage Scale. To facilitate the transition from the existing wage scales to the Consolidated Wage Scale, such employees will move to the next relative step in the Consolidated Wage Scale effective with their next eligible wage increase.

For example, an employee is currently in Step 5 of their Original Wage Scale, earning \$22.50 per hour. When the employee reaches their next eligible increase based on 52 weeks worked, the employee will progress to Step 6 of the Consolidated Wage Scale at \$25.00 per hour.



<b><u>Step</u></b>	<b><u>Original Wage Scale</u></b>	<b><u>Post 2019 Consolidated MFG Wage Scale</u></b>
<u>Hire</u>	<u>\$17.00</u>	<u>\$17.00</u>
<u>2</u>	<u>\$18.00</u>	<u>\$18.00</u>
<u>3</u>	<u>\$19.50</u>	<u>\$19.50</u>
<u>4</u>	<u>\$21.00</u>	<u>\$23.00</u>
<u>5</u>	<u>\$22.50</u>	<u>\$24.00</u>
<u>6</u>	<u>\$24.00</u>	<u>\$25.00</u>
<u>7</u>	<u>\$26.00</u>	<u>\$26.00</u>
<u>8</u>	<u>\$28.00</u>	<u>\$28.00</u>
<u>9</u>	<u>Div. Max.</u>	<u>Div. Max.</u>

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

# UAW-GM ADMINISTRATIVE LETTER

## U.S. Investment

### GENERAL MOTORS LLC

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During the term of the 2015 Agreement, GM consistently demonstrated its commitment to its U.S. manufacturing base by investing in excess of \$5B in its sites, which secured more than 9000 well-paying jobs.

Much discussion has taken place relative to GM's U.S. manufacturing footprint. It is important to reiterate that GM's commitment to investing in the U.S. has been consistently demonstrated in action, with GM providing approximately 25% of all the investments made in the U.S. automobile manufacturing operations since 2010.

To continue building on this direction, and based on the expectation of stable demand and the ability to continue producing profitably, the following major investments are planned for our UAW-GM plants:

- Electric Vehicles and Components
  - o Detroit-Hamtramck Assembly: Electric Truck and Van assembly, including the assembly of Battery Modules. This

represents approximately \$3.0 billion of investment and approximately 2225 new jobs when full volumes are attained

- o PPO Warren: New vehicle program build. \$200 million of investment and retention of approximately 75 jobs.
- ICE Vehicles
  - o Wentzville Assembly: Next Generation Mid-Size Pick Up Trucks. \$1.5 billion and retention of approximately 2000 jobs.
  - o Lansing Delta Township and Spring Hill Assembly: Next Generation Midsize SUV. \$1 billion and 5000 jobs
- Infrastructure
  - o \$2 billion investment in U.S. plant refurbishments

These planned investment opportunities in UAW-GM locations represent approximately \$7.7 billion of additional investment and more than 9000 created and retained jobs in the U.S. This once again clearly demonstrates GM's ongoing commitment to our employees, the UAW, and our customers. The parties understand that the expected conditions upon which these opportunities are based can change, potentially affecting the product and/or manpower discussed. If any changes are anticipated, the parties will discuss the situation in advance.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

## UAW-GM ADMINISTRATIVE LETTER

### Workforce Composition - Attachment B to Appendix A

#### GENERAL MOTORS LLC

October 16, 2019

Mr. Terry Dittes  
Vice President and Director  
General Motors Department  
International Union, UAW  
8000 East Jefferson Avenue  
Detroit, Michigan 48214

Dear Mr. Dittes:

During these negotiations the Union expressed concern regarding the identification of full-time temporary employees to be converted effective January 6, 2020.

The Company clarified their position that the use of full-time temporary employees would continue to be based upon the business operations and customer demand. Moreover, the Company and the Union will monitor the number of temporary employees at the National Attendance Committee to ensure compliance with the intent of the Excerpt in the Minutes of Workforce Composition subcommittee SUBJECT: Transition of Temporary Employee.

Very truly yours,

D. Scott Sandefur  
Vice President  
GMNA Labor Relations

# **2019 GM-UAW CONTRACT SETTLEMENT AGREEMENT**

Agreement dated this 16th day of October 2019 between General Motors LLC, hereinafter called the Company, 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 October 16, 2019, and to become effective as hereinafter provided in Paragraph 21 of this Agreement has been negotiated by the parties hereto and consists of the provisions of the National Agreement between the parties dated October 25, 2015, except for the changes hereinafter noted.

## **2. Unchanged Paragraphs**

The following paragraphs, appendices and memoranda of the October 25, 2015, Agreement as supplemented, shall be included in the new Agreement without change:

## INTRODUCTION

### PREFACE

(1)	(12)	(38)	(51)
(2)	(13)	(38)(1)	(52)
(2a)	(14)	(38)(2)	(53)
(3)	(15)	(38)(3)	(54)
(4)	(16)	(38)(3)(a)	(55)
(4a)	(17)	(38)(3)(b)	(56)
(4b)	(18)	(38)(3)(c)	(57)
(4c)	(19)	(38)(3)(d)	(58)
(4d)	(20)	(38)(3)(e)	(59)
(4e)	(20a)	(38)(3)(f)	(60)
(4f)	(21)	(39)	(60a)
(4g)	(21)(1)	(40)	(61)
(4g1)	(21)(2)	(41)	(61a)
(4g2)	(21a)	(42)	(61a)(a)
(4h)	(21b)	(42a)	(61a)(b)
(4i)	(21c)	(42a)(1)	(61a)(c)
(4i1)	(22)	(42a)(2)	(61a)(d)
(4j)	(22a)	(43)	(61b)
(4k)	(22b)	(43a)	(61b)(a)
(4l)	(23)	(43b)(1)	(61b)(b)
(4m)	(23a)	(43b)(1)(a)	(61b)(c)
(4n)	(24)	(43b)(2)	(61b)(c)(1)
(4o)	(24a)	(43b)(3)	(61b)(c)(2)
(4p)	(25)	(44)	(61b)(d)
(4q)	(26)	(45)	(61b)(e)
(4r)	(27)	(46)	(61b)(f)
(4s)	(28)	(46)(1)	(61b)(g)
(5)	(29)	(46a)	(61c)
(5a)	(30)	(47)	(62)
(6)	(31)	(48)	(63)
(6a)	(32)	(48)(1)	(63)(a)(1)
(7)	(33)	(48)(2)	(63)(a)(2)
(8)	(34)	(49)	(63)(b)
(9)	(35)	(50)	(64)
(10)	(36)	(50)(1)	(64)(a)
(11)	(37)	(50)(2)	(64)(b)

(64)(c)	(79)	(93)	(111)(a)
(64)(d)	(79a)	(94)	(111)(b)
(64)(e)	(79a)(a)	(95)	(111)(c)
(64)(f)	(79a)(b)	(96)	(112)
(64)(f)(1)	(79b)	(96a)(1)(a)	(112)(1)
(64)(f)(2)	(79c)	(96a)(1)(b)	(112)(2)
(64)(f)(3)	(79d)	(96a)(2)	(112)(3)
(64)(g)	(79e)	(96a)(2)(a)	(112a)
(64)(g)(1)	(79f)	(96a)(2)(b)	(113)
(64)(g)(2)	(79g)	(96a)(3)	(113a)
(64)(h)	(79h)	(97)	(113b)
(65)	(79i)	(100)	(114)
(66)(a)	(80)	(101)(b)	(115)
(66)(b)	(81)	(101)(c)	(116)
(66)(c)	(82)	(101)(d)	(117)
(66)(d)	(83)	(101)(e)	(118)
(67)	(84)(a)	(101)(f)	(119)
(68)	(84)(b)	(101)(g)	(120)
(69)(a)	(85)	(101)(h)	(121)
(69)(b)	(86)	(101)(i)	(122)
(70)	(87)	(101)(j)	(122)(a)
(71)	(87)(1)	(101)(k)	(122)(b)
(72)	(87)(2)	(101)(l)	(122)(c)
(73)	(87)(3)	(102)	(122)(d)
(73a)	(87)(4)	(102a)	(122)(e)
(73a)(1)	(87)(5)	(103)	(122)(f)
(74)	(87)(6)	(104)	(122)(h)
(74a)	(88)	(105)	(122)(i)
(75)	(89)	(105a)	(123)
(76)	(89a)	(106)	(124)
(76a)	(90)	(107)	(125)
(76b)	(92)	(108)	(126)
(77)	(92)(a)	(109)	(127)(a)
(78)	(92)(b)	(109a)	(127)(b)
(78a)	(92)(c)	(110)	(127)(c)
(78b)	(92)(d)	(110a)	(127)(d)(3)
(78c)	(92)(e)	(110b)	(127)(e)
(78d)	(92)(f)	(111)	(127)(h)

(127)(i)	(161)(2)	(188)	(207)
(127)(j)	(161)(3)	(189)	(208)
(127)(k)	(161)(4)	(190)	(209)
(127)(l)	(163)	(190)(a)	(209)(1)
(127)(m)	(165)	(190)(b)	(209)(2)
(128)	(166)	(190)(c)	(209)(3)
(129)	(170)	(191)	(209)(4)
(132)	(170)(a)	(192)	(210)
(132)(a)	(170)(b)	(193)	(211)
(133)	(171)	(193a)	(212)
(134)	(171)(1)	(193b)	(213)
(135)	(171)(2)	(194)	(213a)
(136)	(171)(2)(a)	(195)	(213a)(a)
(137)(d)	(171)(2)(b)	(196)	(213a)(b)
(138)	(171)(2)(c)	(197)	(214)
(138)(a)	(172)	(198)	(215)
(138)(b)	(173)	(199)	(216)
(138)(c)	(175)(1)	(200)	(217)
(139)	(175)(2)	(201)	(218)
(140)	(175)(3)	(202)	(218)(a)
(140a)	(175)(4)	(202g)	(218b)
(141)	(177)	(202h)(1)	(219)
(141)(a)	(178)	(202h)(1)(a)	(220)
(141)(b)	(179)	(202h)(1)(b)	(221)
(141)(c)	(180)(e)	(202h)(1)(c)	(222)
(142)	(181)	(202h)(1)(d)	(224)
(147)	(181a)	(202h)(1)(e)	(225)
(148)	(181b)	(202h)(2)	(226)
(149)	(182)(a)	(202h)(3)	(227)
(149a)	(183)(a)	(203)(1)	Appendix B
(149a)(1)	(183)(b)	(203)(2)	Appendix C
(149a)(2)	(183)(c)	(203)(3)	Appendix D
(150)	(183)(d)	(203a)	Appendix F
(151)	(183)(e)	(203b)	Appendix F-1
(152)	(184)	(204)	Appendix F-2
(159)	(185)	(205)	Appendix I
(159a)	(186)	(205a)	
(161)(1)	(187)	(206)	



Memorandum of Understanding on Overtime

Memorandum of Understanding on Work Centers

Memorandum of Agreement Voluntary Political  
Contributions

Memorandum of Understanding Re: Future Work  
Opportunity

Statement on Technological Progress

### **3. Amendments, Additions, Substitutions and Deletions**

**A.** The following paragraphs, appendices, and memoranda of the October 25, 2015 Agreement, as supplemented, shall be amended, as initialed by the parties and attached hereto, and shall be included in the new Agreement:

(96a)(1)	(131)	(202a)
(96a)(4)	(137)(a)	(202b)
(98a)	(140b)	(202c)
(98b)	(143)	(202d)
(99a)	(144)	(202e)
(101)	(145)	(202f)
(122)(g)	(146)	(203)
(127)	(155)	(203c)
(127)(d)(1)	(160)	(223)
(127)(d)(2)	(166)(a)	Appendix A
(127)(f)	(167)	Appendix K
(127)(g)	(174)	Appendix L
(130)	(180)	

Memorandum of Understanding GMS

Memorandum of Understanding – Special Procedure  
for Attendance

Memorandum of Understanding for GMCH

Memorandum of Understanding Joint Activities

Memorandum of Understanding Health and Safety  
Attachment “A”

Memorandum of Understanding Tuition Assistance  
Plan

Memorandum of Understanding UAW-GM Wage and  
Benefit for In-Progression

**B.** The following paragraphs, appendices and memoranda, of the October 25, 2015 as initialed by the parties, were deleted in the new Agreement:

**C.** The following new paragraphs, appendices and memoranda, as initialed by the parties and attached hereto, shall be included in the new Agreement:

Memorandum of Understanding Special  
Attrition Program Production

Memorandum of Understanding Special  
Attrition Program Skilled Trades

#### **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 D. Scott Sandefur’s letter of October 16, 2019 to the International Union, UAW, Attention: Mr. Terry Dittes, 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:

GM 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 Company 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. (46), (92)-(94)]

[See Doc. 6]

## **6. Indemnity Agreement**

The Union agrees to enter into indemnity agreements with the Company and the GM-UAW Supplemental Unemployment Benefit Plan Fund whereby the Union indemnifies and protects the Company and the Plan 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 GM-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. 18,19]

## **7. Miscellaneous Agreements**

The miscellaneous Memoranda of Understanding and other Agreements between the Company 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 October 25, 2015 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 June 27, 2019, 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. 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 Company 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 Doc. 85,112,116,158]

## **11. Local Issues Strikes**

The Company 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 Company of the

intention to authorize any such strike.

[See Par. (117)]

## **12. 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 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.

## **13. Life and Disability Benefits Program and Health Care Program**

2019 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.

## **14. Personal Savings Plan/Dependent Care Reimbursement Plan**

A 2019 Supplemental Agreement Covering Personal Savings Plan, Exhibit G; Dependent Care Reimbursement Plan, Exhibit J, 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. Exhibit B - Life and Disability Benefits Program**

Notwithstanding the provisions of Item 20 of this Contract Settlement Agreement, those provisions of Exhibit B to the new Agreement shall have as their effective date the effective date of the new Agreement.

## **16. Company-Union Committee on Health Care Benefits**

The Company-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 Company will make available funds up to \$3,600,000 which may be spent over the four-year period beginning with the effective date of the 2019 GM-UAW National Agreement to fund such mutually agreed upon activities as studies, pilot projects, and use of consultants.

## **17. Wages Earned Definition**

For the purpose of this Agreement, monies distributed in the form of Profit Sharing, and Payments provided for in Document 92 shall be considered wages earned.

[See Doc 92]

[See Profit Sharing Plan-Exhibit F]

## **18. 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]

## **19. Apprentice Safety Training**

During the 1996 Negotiations the parties agreed to a revised Basic Safety Training Guide covering all

approved GM-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 GM-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]

## **20. Employee Benefit Plans and Programs**

During the course of bargaining, the parties discussed the administration of the 2019 GM-UAW Employee Benefit Plans and Programs and the topic of consistent administration with the Delphi-UAW Employee Benefit Plans and Programs. The parties acknowledged the fact the administration of such programs under the new GM-UAW Agreement is impacted by its new provisions as well as other agreements reached between the parties including the



2006 UAW-GM-Delphi Special Attrition Program, the UAW-Delphi-GM Memorandum of Understanding Delphi Restructuring and the 2007 Term Sheet -- Delphi Pension Freeze and Cessation of OPEB, and GM Consensual Triggering of Benefit Guarantee.

## **21. Ratification and Effective Date**

A. The new Agreement shall become effective on the first Monday following the date on which the Company 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 November 1, 2019.

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)]

## **22. 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**

GARY JONES  
TERRY DITTES  
MIKE STONE  
BRYAN CZAPE  
MICHAEL GLENNING  
DAVE SHOEMAKER  
ZACHARY ADAMS  
JUDITH DAVIDSON  
CHRIS GALLAGHER  
LEE JONES  
FRANK MOULTRIE  
RICK O'DONNELL  
MONICA BRADFORD  
AMIE COVILLE  
BRIAN FREDLINE  
CARMEN GIARDINA  
BRIAN GROSNICKLE  
SHEILA JOHNSON-TOINS  
STEVE LONG  
TERRIEA MARTIN  
JOHN SZAFRANSKI  
TED KRUMM  
MIKE PLATER  
KENNETH FOUNTAIN  
MICHAEL MCCLAIN  
MIKE BRANCH  
ANTHONY CHEATHAMS  
ALAN CHAMBLISS  
MATT COLLINS  
EARL FULLER  
CHUCK HERR  
JEFF KING  
ED SMITH  
JASON BEARDSLEY  
JOANNE BONNER  
BARRY CAMPBELL  
DEBBIE CHAMBERLAIN  
TIM COBB

**GENERAL MOTORS  
LLC**

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MARK POLGLAZE  
ANN CATHCART CHAPLIN  
AMIE NOLAN-NEEDHAM  
DOUG HANLY  
JOHN URBANIC  
HOLLY GEORGELL  
JOHN HATER  
ANITA RIDDLE JOHNSON  
MIKE KENERSON  
CAROL J. PARR  
DON RICH  
DAVID TAYLOR  
DAVE WENNER  
MATTHEW E. YORK  
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CHRIS BARCLAY  
DAVID BARNAS  
MICHELLE BARTLETT  
SHAWN BONACORSI  
THOMAS BRAUN  
JACQUELYN BROUSSEAU  
JOSHUA D. BROWN  
DOUG BRYANT  
ROSIE BUSH  
PAMELA BUTLER  
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DERRICK CAMPBELL  
RANDI CAREY  
KIM CARPENTER  
TRICIA COLBECK

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LYNETTE DANIELS  
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STEVE HOLLAND  
KIMBERLY HOWE  
TOM IRELAND  
DEBORAH JACKSON  
FRED JACKSON  
MANISH JAIN  
TOM JOHANNES  
SANDRA KACZMAREK  
DON KARPINSKI  
ANNA KIRICHENKO  
DAWN KOPACZ  
STEPHEN KRAJCARSKI  
ELIZABETH LAMARRA  
SONJYA LEWIS-SHELLS  
JENNIFER MACKENZIE  
JOANNE MADDEN  
JOHN MARCUM  
RICK MASTERS  
DENISE MCDONALD  
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ANN MILLIGAN

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BRIAN PFAFF  
BETH POYNTER  
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AMANDA REUSS  
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JASON WILLIAMS  
JACLYN WILLS  
GREG WOMMER  
ELIZABETH WRIGHT  
MARK ZAYDEL

## **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 General Motors.

The Corporation is mindful of the Union's concern regarding the scope and content of job classifications of employees in the UAW bargaining unit and how such may be affected by advancing technology. Accordingly, the GM-UAW Skilled Trades and Apprentice Committee will meet at a minimum of semi-annually to review any new technology introduced across multiple locations that may impact GM-UAW represented employees and 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 advance 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 and shall meet on a regularly scheduled basis. At such time, 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 and provide input on 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 and subjects that may be discussed:

- 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.

D) The type of equipment or process to be introduced and its location.

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 will identify appropriate specialized training programs, which may be developed, purchased and/or vendor provided, and include a proposed training timeline 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 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 GM-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 GM-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 #18]







