

2023 CONTRACT SETTLEMENT AGREEMENT INDEX

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**2019-2023 GM-UAW
CONTRACT SETTLEMENT
AGREEMENT**

SUBMISSION # 3
DATE 10/31/23
TIME 10:04 AM

Agreement dated this ~~16th~~ 30th day of October ~~2019~~2023 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~~ October 30, 2023, 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, 2016, 2015~~2019, except for the changes hereinafter noted.

2. Unchanged Paragraphs

The following paragraphs, appendices and memoranda of the ~~October 25, 2016, 2015~~2019, Agreement as supplemented, shall be included in the new Agreement without change:

MSJ

ES
JK
/
MTE
K.H.
OT
ED
AS
W.T.
DB
RE

INTRODUCTION
PREFACE

(1)	(21)	(43b)(1)(a)	(63)(a)(2)
(2)	(21)(1)	(43b)(2)	(63)(b)
(2a)	(21)(2)	(43b)(3)	(64)
(3)	(21a)	(44)	(64)(a)
(4)	(21b)	(45)	(64)(b)
(4a)	(21c)	(46)(1)	(64)(c)
(4b)	(22)	(46a)	(64)(d)
(4c)	(22a)	(47)	(64)(e)
(4d)	(22b)	(48)	(64)(f)
(4e)	(23)	(48)(1)	(64)(f)(1)
(4f)	(23a)	(48)(2)	(64)(f)(2)
(4g)	(24)	(49)	(64)(f)(3)
(4g1)	(24a)	(50)	(64)(g)
(4g2)	(25)	(50)(1)	(64)(g)(1)
(4h)	(26)	(50)(2)	(64)(g)(2)
(4i)	(27)	(51)	(64)(h)
(4i1)	(28)	(52)	(65)
(4j)	(29)	(53)	(66)(a)
(4k)	(30)	(54)	(66)(b)
(4l)	(31)	(55)	(66)(c)
(4m)	(32)	(56)	(66)(d)
(4n)	(33)	(57)	(67)
(4o)	(34)	(58)	(68)
(4p)	(35)	(59)	(69)(a)
(4q)	(36)	(60)	(70)
(4r)	(37)	(60a)	(71)
(4s)	(38)	(61)	(72)
(5)	(38)(1)	(61a)	(73)
(5a)	(38)(2)	(61a)(a)	(73a)
(6)	(38)(3)	(61a)(b)	(73a)(1)
(6a)	(38)(3)(a)	(61a)(c)	(74)
(7)	(38)(3)(b)	(61a)(d)	(74a)
(8)	(38)(3)(c)	(61b)	(75)
(9)	(38)(3)(d)	(61b)(a)	(76)
(10)	(38)(3)(e)	(61b)(b)	(76a)
(11)	(38)(3)(f)	(61b)(c)	(76b)
(12)	(39)	(61b)(c)(1)	(77)
(13)	(40)	(61b)(c)(2)	(78)
(14)	(41)	(61b)(d)	(78a)
(15)	(42)	(61b)(e)	(78b)
(16)	(42a)	(61b)(f)	(78c)
(17)	(42a)(1)	(61b)(g)	(78d)
(18)	(42a)(2)	(61c)	(79)
(19)	(43)	(62)	(79a)
(20)	(43a)	(63)	(79a)(a)
(20a)	(43b)(1)	(63)(a)(1)	(79a)(b)

(79b)	(104)	(130)	(171)(2)
(79c)	(105)	(131)	(171)(2)(a)
(79d)	(105a)	(132)	(171)(2)(b)
(79e)	(106)	(132)(a)	(171)(2)(c)
(79f)	(107)	(134)	(172)
(79g)	(108)	(135)	(173)
(79h)	(109a)	(136)	(174)
(79i)	(110)	(137)(a)	(175)(1)
(80)	(110a)	(137)(d)	(175)(2)
(81)	(110b)	(138)	(175)(3)
(82)	(111)	(138)(a)	(175)(4)
(83)	(111)(a)	(138)(b)	(177)
(84)(a)	(111)(b)	(138)(c)	(178)
(84)(b)	(111)(c)	(139)	(179)
(85)	(112)	(140)	(180)
(86)	(112)(1)	(140a)	(180)(e)
(87)	(112)(2)	(140b)	(181)
(87)(1)	(112)(3)	(141)	(181a)
(87)(2)	(112a)	(141)(a)	(181b)
(87)(3)	(113)	(141)(b)	(182)(a)
(87)(4)	(113a)	(141)(c)	(183)(a)
(87)(5)	(113b)	(142)	(183)(b)
(87)(6)	(114)	(143)	(183)(c)
(88)	(115)	(144)	(183)(d)
(89)	(116)	(145)	(183)(e)
(89a)	(117)	(146)	(184)
(90)	(118)	(147)	(185)
(92)	(119)	(148)	(186)
(92)(a)	(120)	(149)	(187)
(92)(b)	(121)	(149a)	(188)
(92)(c)	(122)	(149a)(1)	(189)
(92)(d)	(122)(a)	(149a)(2)	(190)
(92)(e)	(122)(b)	(150)	(190)(a)
(92)(f)	(122)(c)	(152)	(190)(b)
(93)	(122)(d)	(155)	(190)(c)
(94)	(122)(e)	(159)	(191)
(95)	(122)(f)	(159a)	(192)
(96)	(122)(g)	(160)	(193)
(96a)(1)	(122)(h)	(161)(1)	(193a)
(96a)(1)(a)	(122)(i)	(161)(2)	(193b)
(96a)(1)(b)	(123)	(161)(3)	(194)
(96a)(2)	(124)	(161)(4)	(195)
(96a)(3)	(125)	(166)	(196)
(96a)(4)	(126)	(166)(a)	(197)
(97)	(127)(a)	(167)	(198)
(100)	(127)(b)	(170)	(199)
(101)(c)	(127)(c)	(170)(a)	(200)
(102)	(127)(e)	(170)(b)	(201)
(102a)	(128)	(171)	(202)
(103)	(129)	(171)(1)	(202a)

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(202b) Appendix D
(202c) Appendix F
(202e) Appendix F-1
(202f) Appendix F-2
(202g) Appendix I
(202h)(1) Appendix K
(202h)(1)(a)
(202h)(1)(b)
(202h)(1)(c)
(202h)(1)(d)
(202h)(1)(e)
(202h)(2)
(202h)(3)
(203)(1)
(203)(2)
(203)(3)
(203a)
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(209)(1)
(209)(2)
(209)(3)
(209)(4)
(210)
(211)
(212)
(213)
(213a)
(213a)(a)
(213a)(b)
(214)
(215)
(216)
(217)
(218)(a)
(219)
(220)
(221)
(222)
(225)
(226)
(227)
Appendix B
Appendix C

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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 25¹⁶, 2015-2019 Agreement, as supplemented, shall be amended, as initialed by the parties and attached hereto, and shall be included in the new Agreement:

- (46)
- (69)
- (69)(b)
- (96a)(2)(a)
- (96a)(2)(b)
- (96a)(2)(c)
- (98a) (218b)
- (98b) (223)
- (101)(d) (224)
- (101)(e) Appendix A and
- (101)(f) Attachments B & C.
- (101)(g) Appendix L
- (101)(h)
- (109)
- (127)
- (127)(d)(2)
- (127)(f)
- (127)(g)
- (127)(h)
- (127)(i)
- (127)(j)
- (127)(k)
- (127)(l)
- (127)(m)
- (133)
- (151)
- (163)
- (202d)
- (203)
- (203c)
- (218)

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Memorandum of Understanding – Special Procedure for Attendance

Memorandum of Understanding for GMCH

Memorandum of Understanding Health and Safety Attachment "A"

Memorandum of Understanding Joint Activities

Memorandum of Understanding Tuition Assistance Plan

Memorandum of Understanding UAW-GM Wage and Benefit for In-Progression

Memorandum of Understanding Joint Skill Development and Training

Memorandum of Understanding Re: GMCH, Davison Road & Westchester – Appendix A Transfer Eligibility

Memorandum of Understanding Human Resource Development

Memorandum of Understanding Employee Assistance Program

Memorandum of Understanding GMS

B. The following paragraphs, appendices and memoranda, of the October 25¹⁶, 2015-2019 as initialed by the parties, were deleted in the new Agreement:

(99a)

(99b)

(101)

(101a)

(101)(b)

(127)(d)(1)

(101)(i)

(101)(j)

(101)(k)

(101)(l)

(165)(1-3)

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 Skilled Trades Appendix A Transfer Eligibility for GMCH Facilities

Memorandum of Understanding Legal Services Plan Benefit – and Exhibit C

4. Personal Relief for Certain Employees

The policy noted below shall continue in effect for employees during the term of the new Agreement in the

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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 ~~Doneen M. McDowell's~~ Mike Perez's letter of ~~October 16, 2019~~ October 30, 2023 to the International Union, UAW, Attention: Mr. ~~Terry Dittes~~ Michael J. Booth, 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]

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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 adjudicated~~ under the provisions of the October ~~25~~¹⁶, ~~2015~~²⁰¹⁹ 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~~^{July 6, 2023}, 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

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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

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2019-2023 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 2019-2023 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 duration of the 2023 GM-UAW National Agreement~~, beginning with the effective date of the 2019-2023 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.

18. Statement on Technological Progress

A statement, entitled "Statement on Technological Progress," as initiated 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),(133),(145)]

[See Doc. 7]

20. Employee Benefit Plans and Programs

During the course of bargaining, the parties discussed the administration of the ~~2019-2023~~ 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.

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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 17, 2023 ~~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**

SHAWN FAIN
MICHAEL J. BOOTH
JASON WADE
NICOLE CURRENT
MICHAEL PLATER
DAVE SHOEMAKER
JASON BEARDSLEY
CHRIS GALLAGHER
TODD MCDANIEL
LEO J. SKUDLAREK II
JEFF WALKER
MONICA M. BRADFORD
AMIE COVILLE
SEAN D'ANGELO
DAVE MATTHEWS
ANDREA N. MORROW
DAN REYES
JOHN SZAFRANSKI
ED SMITH
JEFF KING
DOUG BIAS
NICK CAPONE
ROB EGNOR
EARL FULLER
KENNY HINES
TONY MANN
ARNIECE STEPHENSON
WILEY TURNAGE
ERIC WELTER
JOANNA BONNER
BARRY CAMPBELL
MIA CARR
MATT COLLINS
SHAWN COOK
MICHAEL COX
BRIAN FREDLINE
STEVE GAJEWSKI
DWAYNE HAWKINS
DERIK JEWELL
SCOTT LUBACZEWSKI
DEWITT MCGOWAN JR.
CANDICE MORRISON
SEAN NAGODA
MATT SLADE
RICK TOLDO III
CHRIS WEBB

**GENERAL MOTORS
LLC**

MARY BARRA
MARK REUSS
PAUL JACOBSEN
GERALD JOHNSON
CRAIG GLIDDEN
ARDEN HOFFMANN
LIN-HUA WU
MIKE PEREZ
MARK POLGLAZE
DAVID COLASINSKI
AMIE NOLAN-NEEDHAM
JOHN HATER
DAVID WENNER
MATTHEW E. YORK
DAVID BARNAS
ROBYN HENDERSON
MICHAEL JONES
JOY RICHARDS
PATRICK MORISSEY
LAMAR RUCKER
LAURA M. SCHAFFRAN
STEVE SFERRA
KIM CARPENTER
ART HUBER
DEBRA NICHOLSON
JANE SCOTT
TOM IRELAND
JAFFER ALQAMOSSI
MICHELLE ANTCZAK-HEALEY
BRAD BALENCIC
JACQUELYN BROUSSEAU
MONIQUE CALLAHAN-JACKSON
KELLY COPUS
KIM DILWORTH
ANTON DIRNBERGER
MALISA DUBAL
PAM DWYER
JODI FULTZ
LOURDES GARCIA
STEVEN GARRISON
STEPHEN GIROUARD
AMANDA GLADSON
MELISSA GODDARD
DAN HELM
MARIA HILTUNEN
AMY JACOBI
MANISH JAIN
JILL KANABY
DAWN KOPACZ
KYLE KUMRITS
BEN KWAKYE
MELANIE LALONDE
ELIZABETH LAMARRA
JOHN MARCUM
RYAN MCDOWELL
KELLEN MYERS

SUBMISSION # _____

DATE _____

TIME _____

**INTERNATIONAL
UNION, UAW**

**GENERAL MOTORS
LLC**

DIRK OVERDICK-ROTH
ALEX PEFLY
SHERMAN PERKINS
MICHELE RAY
HILARY ROSS
MATT SEDLARIK
LAURA SEIDEL
JEFF SETZKE
JUSTIN SLUSARZYK
STEVEN SORGELLOOS
ROB TOMINELLO
COURTNEY YOUNGS
KIM YOURCHOCK
JACOB ARTZI
LINDSEY BODEN
DOUG BRYANT
MARK CASPER
LOUIS CHAPMAN
JACK CRAWLEY
SARAH FOTHERINGHAM
SANEA GILES
ASHLEE GRACE
DEBORAH JACKSON
ANGELICA JEFFERIES
JESSICA LANDRO
DANIELLE LONG
ALLYSON LUNAY
JOSH MANGER
STEVEN MURPHY
TASHA PAGE
ROSS PERSON
SARAH QUEHL
TERRANCE ROBERTS
JAMES ROBINSON
AMANDA ROSEMAN
RACHEL SEELEY
NADER SHIRI
POONAM SINGH
RAQUEL SOUZA
SARAH SPANNBAUER
BETH STRACKBEIN
PAUL TERZINI
YONATON URIBE
CARLY WADE
DENISE WELCH
MATTHEW WILLIAMS
LARA WOLF

SUBMISSION # _____

DATE _____

TIME _____

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]

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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 7-6 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]

DATE INITIALED: SEP 11 2023

INITIALED BY PARTIES: MP MEG

(69) Any employee who has been transferred from a supervisory or non-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.
6. All time worked in a non-supervisory position that does not exceed 180 days in any calendar year subsequent to September 14, 2023.

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 or non-supervisory position, the Chairperson of the Shop Committee will be given a letter specifying the employee's name. When such

supervisory or non-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]

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

(a) Option 1- Enhanced Relocation:

Employees who transfer voluntarily 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 transfer involuntarily and select Option 1 – Enhanced Relocation will receive a Relocation Allowance up to a maximum of \$37,500, \$7,500 of which will be provided as a signing bonus to cover miscellaneous up-front cash expenditures. An additional amount of \$20,000 will be paid to the employee at the new location.

After one (1) year of employment, employees may receive \$10,000 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~~37,500, ~~\$4,800~~6,000 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~~6,500

After 2 years ~~\$10,000~~12,500

After 3 years ~~\$10,000~~12,500

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]

6.

(98)(a) General Increases. During the 2023 National Negotiations, the parties agreed that Manufacturing Traditional production employees (those other than skilled manufacturing employees hired prior to October 16, 2007) and Skilled Trades journeypersons 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) effective on the October 23, 2023 and thereafter in accordance with the table below.

	<u>10/23/2023</u>	<u>Effective</u> <u>09/16/2024</u>	<u>Effective</u> <u>09/15/2025</u>	<u>Effective</u> <u>09/21/2026</u>	<u>Effective</u> <u>09/20/2027</u>
<u>General Wage</u> <u>Increase %</u>	<u>11%</u>	<u>3%</u>	<u>3%</u>	<u>3%</u>	<u>5%</u>

<u>Straight Time</u> <u>— Hourly</u> <u>Wage Rate</u>	<u>Wage Increase</u>
Less than 29.10.....	\$0.86
29.10 - 29.16.....	\$0.87
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

7

DATE INITIALED: OCT 3 1 2023

INITIALED BY PARTIES: MP MEY

(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)}

On the effective date of the Agreement, Skilled Trades Journeypersons will receive a one-time tool allowance premium of \$1.50 added to the base hourly rate. This tool allowance supersedes and replaces all other tool allowances for Skilled Trades.

8

DATE INITIALED: OCT 31 2023

INITIALED BY PARTIES: MP MSY

DELETE

(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:

Eligibility Date	Amount	Payable During Week Ending
May 15, 2020	\$1000	June 14, 2020
May 15, 2021	\$1000	June 13, 2021
May 15, 2022	\$1000	June 12, 2022
May 15, 2023	\$1000	June 11, 2023

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:
 - Informal (Paragraph 103)
 - Formal (Paragraph 104)
 - Sickness and Accident (Paragraphs 106/108)
 - Military (Paragraphs 112 or 218[a])
 - 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.

9

OCT 30 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

DELETE

(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:

Weeks Worked	Amount of Payment
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.

10

OCT 30 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MSY

DELETE

(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.

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

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

101A01

1

if

OCT 30 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP msy

*Including overtime, Saturday, Sunday and Holiday premium payments

DELETE

(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).

13

OCT 30 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

DELETE

(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.

14

OCT 30 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

(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}

All seniority employees shall be covered by the provisions of a cost-of-living allowance, as set forth in this Agreement. The cost-of-living allowance shall not be added to the base rate for any classification or any general wage increases, but only to each employee's straight-time hourly earnings.

The cost-of-living allowance shall be taken into account in computing overtime and shift/crew premiums, and in determining all contractual paid time off, and call-in pay.

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(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).

The amount of the COLA shall be determined and redetermined as provided below on the basis of the "Consumer Price Index for Urban Wage Earners and Clerical Workers, (CPI-W, Current Series, United States City Average, All Items Less Medical Care, not seasonally adjusted) , All Items (1982-84 = 100) , published by the Bureau of Labor Statistics, U.S. Department of Labor" and referred to herein as the "Index".

In the event the appropriate Index figure is not issued before the effective date of the cost-of-living adjustment, the cost-of-living adjustment that is required will be made as soon as practicable after the receipt of the Index, retroactive to the original effective date of the adjustment.

In the event that the Index shall be revised or discontinued and in the event the Bureau of Labor Statistics, U.S. Department of Labor, does not issue information which would enable the joint parties to know what the Index would have been had it not been revised or discontinued, then the joint parties will meet, negotiate, and agree upon an appropriate substitute for the Index. Upon the failure of the parties to agree within sixty (60) days, thereafter, the issue of an appropriate substitute shall be submitted to the Umpire for determination. The Umpires decision shall be final and binding.

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(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]

For cost-of-living allowance adjustments effective during this Agreement there will be a one cent (\$0.01) adjustment in the cost-of-living allowance for each nine hundredths (0.090) change over and above the base prior quarter's Index. The quarterly adjustments will be calculated by subtracting the prior quarter's three (3) month average index from the current quarter's three (3) month average index, dividing the result by 0.090, then dividing that result by 100. The result will be rounded to the nearest penny.

In determining the Three-Month Average Index for a specified period, the computed average shall be rounded to the nearest 0.001 Index point.

In no event will a decline in the Three-Month Average Index below 289.217 provide the basis for a reduction in the wage scale by job classification.

When a quarterly adjustment results in an increase, the adjustment will be added to the cumulative amount of cost-of-living allowance previously calculated to arrive at the current cumulative cost-of-living allowance.

When a quarterly adjustment results in a decrease, the adjustment will be subtracted from the cumulative amount of cost-of-living allowance previously calculated to arrive at the current cumulative cost-of-living allowance.

If the Union claims that the Company's calculations in any particular instance were not made in accordance with this Agreement, it may refer the matter to the Umpire for determination. The Umpires' decision shall be final and binding.

An employee's COLA payment will be provided based on the following table:

<u>Adjustment</u>	<u>Index Calculation Period</u>	<u>Weekly Payment will begin on First Full Pay Ending:</u>
<u>1</u>	<u>August, September, and October 2023*</u>	<u>December 2023</u>
<u>2</u>	<u>November and December 2023, and January 2024</u>	<u>March 2024</u>
<u>3</u>	<u>February, March, and April 2024</u>	<u>June 2024</u>
<u>4</u>	<u>May, June, and July 2024</u>	<u>September 2024</u>
<u>5</u>	<u>August, September, and October 2024</u>	<u>December 2024</u>
<u>6</u>	<u>November and December 2024, and January 2025</u>	<u>March 2025</u>
<u>7</u>	<u>February, March, and April 2025</u>	<u>June 2025</u>
<u>8</u>	<u>May, June, and July 2025</u>	<u>September 2025</u>
<u>9</u>	<u>August, September, and October 2025</u>	<u>December 2025</u>
<u>10</u>	<u>November and December 2025, and January 2026</u>	<u>March 2026</u>
<u>11</u>	<u>February, March, and April 2026</u>	<u>June 2026</u>
<u>12</u>	<u>May, June, and July 2026</u>	<u>September 2026</u>
<u>13</u>	<u>August, September, and October 2026</u>	<u>December 2026</u>
<u>14</u>	<u>November and December 2026, and January 2027</u>	<u>March 2027</u>
<u>15</u>	<u>February, March, and April 2027</u>	<u>June 2027</u>
<u>16</u>	<u>May, June, and July 2027</u>	<u>September 2027</u>
<u>17</u>	<u>August, September, and October 2027</u>	<u>December 2027</u>
<u>18</u>	<u>November and December 2027, and January 2028</u>	<u>March 2028</u>

* The first adjustment's three-month Index calculation will be based off of the prior quarter's average Index. The average Index from May, June, and July 2023 is 289.128.

For each quarterly adjustment to the cost-of-living allowance during the term of the Agreement the amount of increase payable to employees shall be reduced by ten cents (\$0.10) or by the amount of the increase, whichever is less. The rationale for the aforementioned reduction in cost-of-living allowance is provided for Company-incurred inflationary costs associated with healthcare. The sum of the diversions during this period will continue into perpetuity.

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(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:	Based Upon Three- Month Average of the Consumer Price Index For:
December 3, 2007	August, September, October, 2007
First pay period..... beginning on or after: March 3, 2008 and at three-calendar month intervals thereafter to June 6, 2011.	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}~~

Effective pay ending April 30, 2028, five cents (\$0.05) will be subtracted from the March 2028 cost-of-living allowance and the remainder shall be added to the base hourly rate for each classification, including minimum and maximum rate for spread rate classifications, where applicable. The five cents (\$0.05) shall remain as the beginning cost-of-living allowance float for the next Collective Bargaining Agreement.

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(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:

Three-Month Average Consumer Price Index	Cost of Living Allowance
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

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~~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}~~

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)(f).

DELETE

(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.

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(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.

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(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).

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(101)(I) 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)]

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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 ~~to~~ local Plant Management as far in advance as possible but in no event later than ~~the day~~ 24 hours prior to the ~~day~~ shift such leave is to become effective. Seniority will accumulate during the period of such leaves.

[See Par. (111)]

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DATE INITIALED: OCT 24 2023
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(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]

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(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) Solely for the purposes of the STARC Ready List and in accordance with the Apprentice Selection Procedure, GMCH candidates will be selected in descending order of GMCH hire dates provided that the employee reports their GMCH hire date to the National Apprentice Committee. In these instances, the Company will incur no liability when an employee fails to report their GMCH date of hire. In the event that an employee did not previously self-report their GMCH date of hire, they will be adjusted on the STARC Ready List at the next update period.

(gh) 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]

(hi) 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).

(ij) 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.

(jk) To evaluate and credit previous experience as provided for in Paragraph (132).
[See Par. (132)]

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

(lm) 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.

(mn) 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)]

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 #1920]

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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:

Apprentice Training Period	Hourly Rate*
1st 916 Hours	\$29.23
2nd 916 Hours	29.39
3rd 916 Hours	29.39 plus 9% of "Rate Difference"
4th 916 Hours	29.39 plus 20% of "Rate Difference"
5th 916 Hours	29.39 plus 33% of "Rate Difference"
6th 916 Hours	29.39 plus 48% of "Rate Difference"
7th 916 Hours	29.39 plus 66% of "Rate Difference"
8th 916 Hours	29.39 plus 86% of "Rate Difference"

Apprentice Training Period	Hourly Rate*
1 st 0 - 916 Hrs.	84% of applicable Journeyman rate
2 nd 917-1832 Hrs.	86% of applicable Journeyman rate
3 rd 1833-2748 Hrs.	88% of applicable Journeyman rate
4 th 2749-3664 Hrs.	90% of applicable Journeyman rate
5 th 3665-4580 Hrs.	92% of applicable Journeyman rate
6 th 4581-5496 Hrs.	94% of applicable Journeyman rate
7 th 5497-6412 Hrs.	96% of applicable Journeyman rate
8 th 6413-7328 Hrs.	98% of applicable Journeyman rate

*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. *The period rate shall be determined as a percentage of the journeyman's classification rate for which the apprentice is in training.

For apprentice shop training schedules requiring 7920 hours:

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

Apprentice Training Period	Hourly Rate*
1 st 0 - 990 Hrs.	84% of applicable Journeyman rate

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2 nd 991-1980 Hrs.	86% of applicable Journeyperson rate
3 rd 1981-2970 Hrs.	88% of applicable Journeyperson rate
4 th 2971-3960 Hrs.	90% of applicable Journeyperson rate
5 th 3961-4950 Hrs.	92% of applicable Journeyperson rate
6 th 4951-5940 Hrs.	94% of applicable Journeyperson rate
7 th 5941-6930 Hrs.	96% of applicable Journeyperson rate
8 th 6931-7920 Hrs.	98% of applicable Journeyperson rate

*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 cent. *The period rate shall be determined as a percentage of the journeyperson's classification rate for which the apprentice is in training.

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. (98)(b)-(132)(143)(181a)]

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Wage Rates of "Journey-persons-in-Training"

(163) The straight time hourly wage rates (exclusive of Cost-of-Living Allowance and shift premium) 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:

J.I.T. Training Period	Hourly Rate*
1 st 0 - 916 Hrs.	\$29.23
2 nd 917-1832 Hrs.	29.39
3 rd 1833-2748 Hrs.	29.39 plus 9% of "Rate Difference"
4 th 2849-3664 Hrs.	29.39 plus 20% of "Rate Difference"
5 th 3665-4580 Hrs.	29.39 plus 33% of "Rate Difference"
6 th 4581-5496 Hrs.	29.39 plus 48% of "Rate Difference"
7 th 5497-6412 Hrs.	29.39 plus 66% of "Rate Difference"
8 th 6413-7328 Hrs.	29.39 plus 86% of "Rate Difference"

<u>J.I.T Training Period</u>	<u>Hourly Rate*</u>
1 st 0 - 916 Hrs.	84% of applicable Journeyperson rate
2 nd 917-1832 Hrs.	86% of applicable Journeyperson rate
3 rd 1833-2748 Hrs.	88% of applicable Journeyperson rate
4 th 27849-3664 Hrs.	90% of applicable Journeyperson rate
5 th 3665-4580 Hrs.	92% of applicable Journeyperson rate
6 th 4581-5496 Hrs.	94% of applicable Journeyperson rate
7 th 5497-6412 Hrs.	96% of applicable Journeyperson rate
8 th 6413-7328 Hrs.	98% of applicable Journeyperson rate

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

*The period rate shall be determined as a percentage of the journeyperson's classification rate for which the J.I.T. is in training. This rate includes all tool allowances.

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:

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**J.I.T.
Training Period**

**Hourly
Rate***

1 st 0 - 990 Hrs.	\$29.23
2 nd 991-1980 Hrs.	29.39
3 rd 1981-2970 Hrs.	29.39 plus 9% of "Rate-Difference"
4 th 2971-3960 Hrs.	29.39 plus 20% of "Rate-Difference"
5 th 3961-4950 Hrs.	29.39 plus 33% of "Rate-Difference"
6 th 4951-5940 Hrs.	29.39 plus 48% of "Rate-Difference"
7 th 5941-6930 Hrs.	29.39 plus 66% of "Rate-Difference"
8 th 6931-7920 Hrs.	29.39 plus 86% of "Rate-Difference"

<u>J.I.T. Training Period</u>	<u>Hourly Rate*</u>
1 st 0 - 990 Hrs.	84% of applicable Journeyperson rate
2 nd 991-1980 Hrs.	86% of applicable Journeyperson rate
3 rd 1981-2970 Hrs.	88% of applicable Journeyperson rate
4 th 2971-3960 Hrs.	90% of applicable Journeyperson rate
5 th 3961-4950 Hrs.	92% of applicable Journeyperson rate
6 th 4951-5940 Hrs.	94% of applicable Journeyperson rate
7 th 5941-6930 Hrs.	96% of applicable Journeyperson rate
8 th 6931-7920 Hrs.	98% of applicable Journeyperson rate

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

*The period rate shall be determined as a percentage of the journeyperson's classification rate for which the J.I.T. is in training. This rate includes all tool allowances.

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.

[See Par. (98)(b)]

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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.

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DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

(202d) Each employee will be given a written disposition of their vacation time off request. For employees requesting vacation outside of the vacation application period, Management will provide disposition for such requests within three (3) business days. 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. This will not supersede any locally approved practices.

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SEP 15 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MSG

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 ~~10~~¹, ~~2023~~¹⁹ 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 ~~23~~⁸, ~~2023~~¹⁹ Thanksgiving
November ~~24~~⁹, ~~2023~~¹⁹ Day after Thanksgiving
December ~~25~~³, ~~2023~~¹⁹)
December ~~26~~⁴, ~~2023~~¹⁹)
December ~~27~~⁵, ~~2023~~¹⁹)
December ~~28~~⁶, ~~2023~~¹⁹) Christmas Holiday Period
December ~~29~~⁷, ~~2023~~¹⁹)
~~December 30, 2019)~~
~~December 31, 2019)~~
January 1, ~~2024~~⁰)
January ~~15~~²⁰, ~~2024~~⁰ Martin Luther King, Jr. Day
~~April 10~~^{March 29}, ~~2024~~⁰ Good Friday
April 13, ~~2024~~²⁰ Day After Easter
May ~~27~~⁵, ~~2024~~⁰ Memorial Day
(or one other such holiday of greater local importance
which must be designated in advance by mutual agreement
locally in writing)
June 19, 2024 Juneteenth
July ~~4~~³, ~~2024~~⁰ Independence Day (~~Observed~~)
July 5, 2024 Independence Bridge Day
September ~~2~~⁷, ~~2024~~⁰ Labor Day

2nd Year

November ~~5~~³, ~~2024~~⁰ Federal Election Day
November 11, ~~2024~~⁰ Veterans' Day
(or one other such holiday of greater local importance
which must be designated in advance by mutual agreement
locally in writing)
November ~~28~~⁶, ~~2024~~⁰ Thanksgiving
November ~~29~~⁷, ~~2024~~⁰ Day after Thanksgiving
December ~~23~~²⁰²⁴)
December 24, ~~2024~~⁰)
December 25, ~~2024~~⁰)
December ~~26~~⁸, ~~2024~~⁰) Christmas Holiday Period
December ~~27~~⁹, ~~2024~~⁰)
December ~~30~~³⁰, ~~2024~~⁰)
December 31, ~~2024~~⁰)

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SEP 15 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

January 1, 2025+)
January 1820, 2025+ Martin Luther King, Jr. Day
April 218, 2025+ Good Friday
April 215, 2025+ Day After Easter
May 2631, 2025+ Memorial Day
(or one other such holiday of greater local importance
which must be designated in advance by mutual agreement
locally in writing)

June 19, 2025 Juneteenth
July 45, 2025+ Independence Day
September 16, 2025+ Labor Day

3rd Year

November 11, 2025+ Veterans' Day
(or one other such holiday of greater local importance
which must be designated in advance by mutual agreement
locally in writing)
November 275, 2025+ Thanksgiving
November 286, 2025+ Day after Thanksgiving
December 24, 2025+)
December 257, 2025+)
December 268, 2025+)
December 299, 2025+) Christmas Holiday Period
December 30, 2025+)
December 31, 2025+)

January 1, 2026)
January 2, 2026)
January 197, 20262 Martin Luther King, Jr. Day
April 315, 20262 Good Friday
April 618, 20262 Day After Easter
May 2530, 20262 Memorial Day
(or one other such holiday of greater local importance
which must be designated in advance by mutual agreement
locally in writing)
June 19, 2026 Juneteenth
July 34, 20262 Independence Day (Observed)
September 75, 20262 Labor Day

4th Year

November 38, 20262 Federal Election Day
November 11, 20262 Veterans' Day
(or one other such holiday of greater local importance
which must be designated in advance by mutual agreement
locally in writing)
November 264, 20262 Thanksgiving
November 275, 20262 Day after Thanksgiving
December 246, 20262)

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December ~~25~~, 2026)
December 28, 2026) Christmas Holiday Period
December 29, 2026)
December 30, 2026)
December 31, 2026
January ~~12~~, 2027)-(Observed)
January 18, 2027) Martin Luther King, Jr. Day
March 26April 7, 2027) Good Friday
March 29April 10, 2027) Day After Easter
May ~~31~~29, 2027) 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~~
June 18, 2027 Juneteenth (Observed)
July 5, 2027 Independence Day (Observed)
September ~~6~~4, 2027) Labor Day

5th Year

November 11, 2027 Veterans' Day
November 25, 2027 Thanksgiving
November 26, 2027 Day after Thanksgiving
December 24, 2027)
December 27, 2027)
December 28, 2027)
December 29, 2027) Christmas Holiday Period
December 30, 2027)
December 31, 2027)
January 17, 2028 Martin Luther King, Jr. Day
April 14, 2028 Good Friday
April 17, 2028 Day After Easter

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

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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]

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(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

Saturday, December 25, 2027
Sunday, December 26, 2027
Saturday, January 1, 2028
Sunday, January 2, 2028

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]

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DATE INITIALED: _____

INITIALED BY PARTIES: MP msy

(218) Employees, including temporary 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)(e)(1)~~]

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

[See App. B,C]

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DATE INITIALED: OCT 31 2023

INITIALED BY PARTIES: MP MEY

(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, as outlined below. 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~~

Three (3) Normally Scheduled Working Days:

- Step-Parent
- Grandparent
- Great Grandparent
- Brother
- Step-Brother
- Half-Brother
- Sister
- Step Sister
- Half-Sister
- Current Spouse's Step-Parent
- Current Spouse's Grandparent
- Current Spouse's Great Grandparent

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DATE INITIALED: _____

INITIALED BY PARTIES: MP msy

Five (5) Normally Scheduled Working Days:

- Spouse
- Parent
- Child
- Step-Child
- Grandchild
- Current Spouse's Parent

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)(e)(4)]

[See App. B, C]

[See Doc. 93]

(223) This Agreement shall continue in full force and effect without change until 11:59 P.M. (Detroit Time), ~~September 14, 2023~~ April 30, 2028. If either party desires to terminate this Agreement, it shall, 60 days prior to ~~September 14, 2023~~ April 30, 2028, 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~~ April 30, 2028, subject to termination by either party on sixty (60) days' written notice prior to ~~September 14th~~ April 30 of any subsequent year.

If either party desires to modify or change this Agreement it shall, sixty (60) days prior to ~~September 14, 2023~~ April 30, 2028, or any subsequent ~~September 14th~~ April 30 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~~ March 31 following said notice of intention to modify or change.

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OCT 30 2023

DATE INITIALED: _____
INITIALED BY PARTIES: MP msy

**PENSION PLAN, LIFE AND DISABILITY
BENEFITS PROGRAM, HEALTH CARE
PROGRAM, SUPPLEMENTAL UNEMPLOYMENT
BENEFIT PLAN, PROFIT SHARING PLAN,
PERSONAL SAVINGS PLAN, ~~GROUP~~The UAW-
FCA-FORD-GENERAL MOTORS 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 UAW-FCA-Ford-General Motors 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]

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SEP 25 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MSJ

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 other 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). Employees with less than two years of seniority from plants without excess are eligible for transfer within the Area Hire only.

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

When selecting volunteer 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~~ corporate skilled trades date of entry in the skilled trades classification will be used. In the event that two or more employees have the same longest unbroken seniority date or corporate skilled trades date of entry, 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.

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2. Plant Paragraph 64(e) 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. Laid off sSkilled trades employees may volunteer to be placed into production jobs regardless of whether or not they have previously held production jobs with GM.

b.a. Skilled trades employees who volunteer to be placed into production jobs shall be paid the applicable skilled trades production wage rate.

e.b. Skilled trades employees who volunteer to be 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

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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/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

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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.

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- 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.
- F. 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 ensuring 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:~~

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~~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.~~ 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 may only be involuntarily placed in the Extended Area Hire if they are on indefinite layoff due to conditions that may arise that are beyond the control of the Company (e.g. market related volume decline, act of God), engineering controls, or product program impacts.

~~I.~~—J. 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.~~—K. 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. BACKFILL

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

VIII. 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.

VI. 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

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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 VII) 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.

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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.

VII. 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

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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.

VIII. 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:

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- 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 VII) of this Memorandum are not applicable to employees hired pursuant to this Section VIII.
- 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

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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.

**IXVIII. 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.

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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 National Negotiations.

- Review of existing procedures and provisions.

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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.

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**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 ~~\$21.00~~^{16.67} while employed as a Temporary Employee.
 - II. Full-time Temporary Employees will be eligible for hHealth cCare coverage under the ~~2019-2023~~ Supplemental Agreement Covering Health Care Program, Exhibit C to the National Agreement, ~~with modifications as described in the Appendix titled "GM~~

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DATE INITIALED: _____

INITIALED BY PARTIES: MP msj

~~Temporary Employee Health Care Plan²,
Personal Savings Plan, Profit Sharing Plan,
Supplemental Unemployment Plan and the
UAW-FCA-Ford-General Motors Legal
Services 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 ~~T~~temporary employees will be considered for full-time temporary opportunities based on longest continuous length of service.
- VI. ~~Effective Upon the effective date of this Agreement, January 1, 2021, the parties mutually agree to convert current Full-time Temporary E~~employees with at least ninety (90) days of continuous service to Regular status. ~~and T~~thereafter, the parties mutually agree to convert ~~F~~full-time ~~T~~temporary ~~E~~employees to regular status employees upon the completion of ~~two-nine (29)~~

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~~months~~ years of continuous service. These conversions will occur on the first Monday following ~~the their anniversary date based upon attainment ofing the two-nine~~ (29) months years of 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 Ttemporary Eemployees will convert to the relative step of the wage progression.~~

~~IXVIII. Those converted from Ttemporary 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.~~

~~IX. 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 ninetwelve (912) 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 Company~~ 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 ~~T~~temporary ~~E~~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.

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

The parties recognize the need to utilize ~~P~~part-time, ~~onee~~ referred to as flex ~~E~~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.

Part-time Temporary Employees will be eligible for health care coverage under the 2023 Supplemental Agreement Covering Health Care Program, Exhibit C to the National Agreement with modifications as described in Appendix F titled GM Temporary Employee Health Care Plan. Additionally, they will be eligible to participate in the Personal Savings Plan (Exhibit G) and Profit Sharing Plan (Exhibit F) in accordance with the respective plan terms.

Part-time Temporary Employees will be excluded from the Supplemental Unemployment Plan, UAW-FCA-Ford-General Motors Legal Services Plan, UAW-GM Life and Disability Benefits Program, Pension Plan, Dependent Care Reimbursement Plan, and any other UAW-GM benefit plan or program.

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.

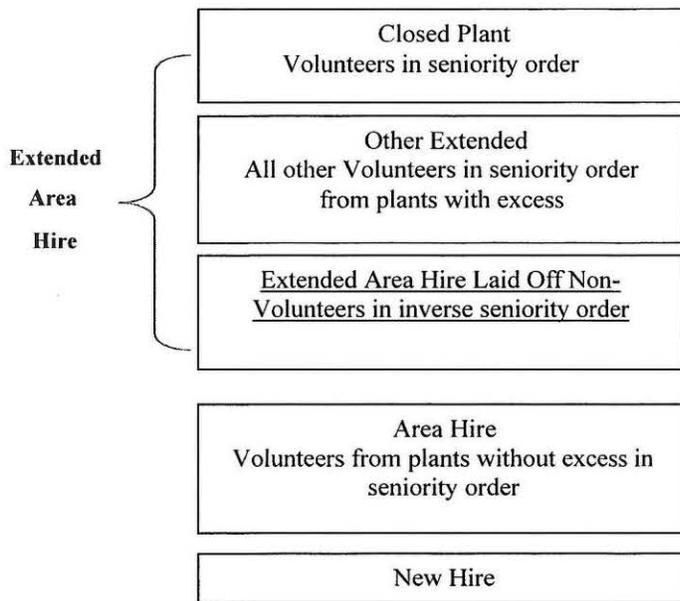
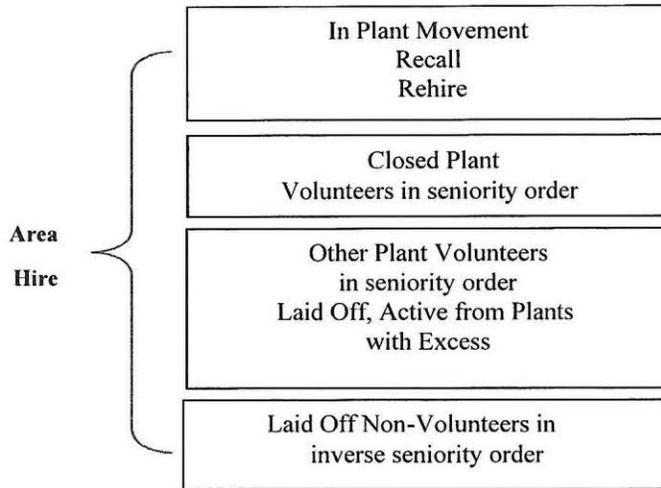
All other provisions of the National Agreement shall apply to employees hired pursuant to this agreement.

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DATE INITIALED: OCT 31 2023

INITIALED BY PARTIES: MP mey

**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 the Skilled Trades Transfer Process**
****Any production employees from sites with excess may transfer into openings at any CCA location in accordance with the provisions of Appendix A**

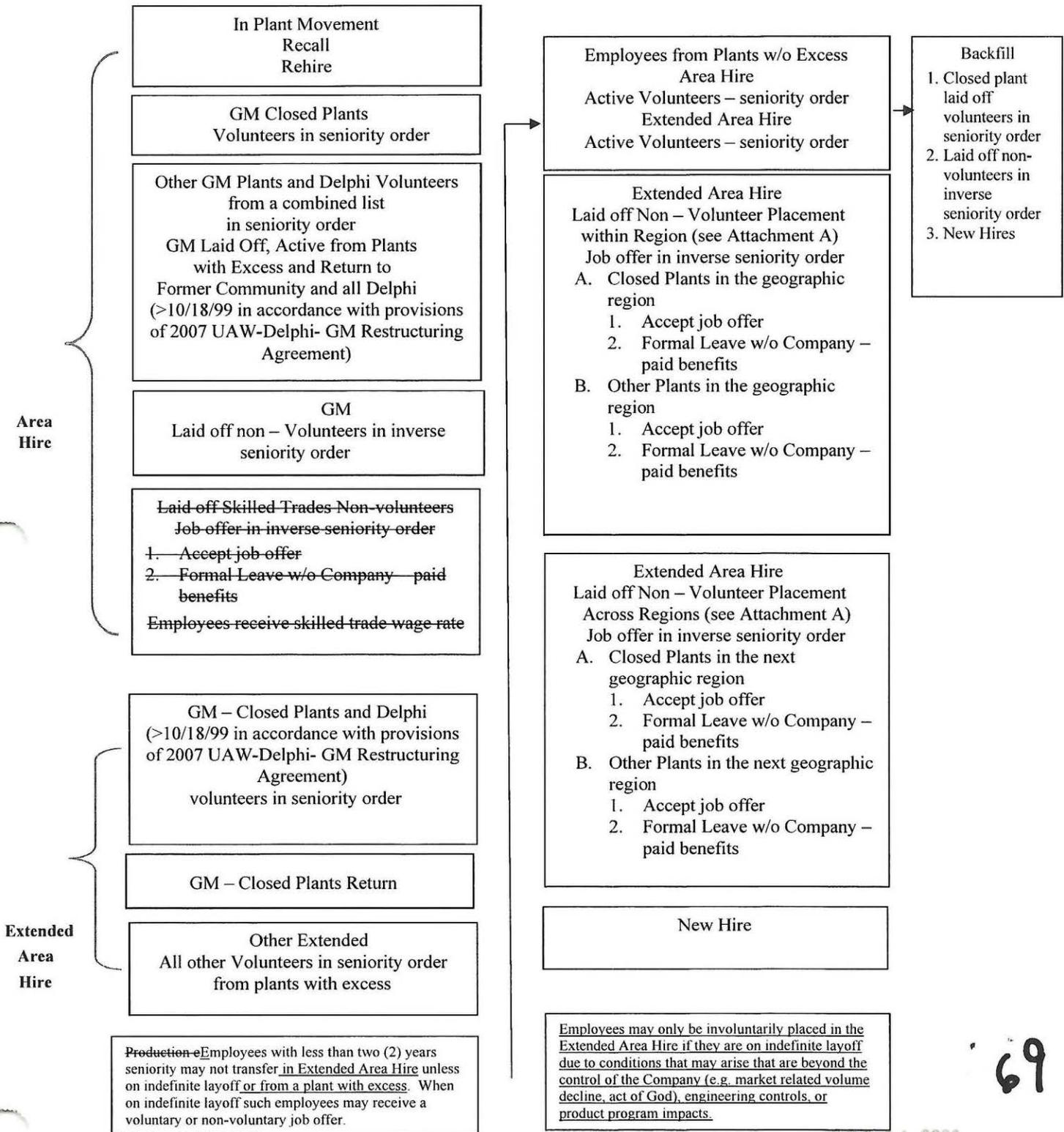
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DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

APPENDIX A PLACEMENT PROCESS JOB OPENINGS



DATE INITIALED: OCT 31 2023
INITIALED BY PARTIES: MP mey

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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

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DATE INITIALED: SEP 25 2023

INITIALED BY PARTIES: MP meq

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 temporary~~ outsourcing, the local parties will discuss in advance whether there are feasible alternative actions that can be taken to avoid temporarily moving the work. If

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unsuccessful in their efforts, the Local parties may petition the National parties to temporarily suspend the provisions of Appendix A, section II, C, 2 of the 2023 UAW-GM-UAW National Agreement.

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”~~ Future Business Review will be held twice annually, unless mutually agreed to deviate, 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”~~ Future Business Reviews of the Company’s assembly, stamping and powertrain operations.

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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.

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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.

All information provided by GM to the UAW pursuant to Appendix L shall be considered "Future Product Information" and subject to the confidentiality requirements set forth in Doc. No. 16.

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.

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

During the 2019~~23~~ 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 2019-2023 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 2023~~19~~ UAW-GM National Agreement will apply to all GMCH plants. In addition to the exclusions identified below, other enabling provisions within the 2023~~19~~ 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 2023~~19~~ 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.~~

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OCT 3 1 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

Seniority-at Effective Date	Base Rate
Less than 1	\$16.25
1 < 2	\$17.16
2 < 3	\$18.06
3 < 4	\$18.96
4 < 5	\$19.86
5 < 6	\$20.46
6 < 7	\$21.07
7 < 8	\$21.70
>8	\$22.50

- ~~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
After 60 Months	\$20.46
After 72 Months	\$21.07
After 84 Months	\$21.70
After 96 Months	\$22.50

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

- GMCH production (or Other Than Skilled) employees will be paid in accordance with the rate tables in the Memorandum of Understanding UAW-GM Wage & Benefit Agreement for Employees In-Progression.
- 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 production (Other Than Skilled) employees will have the right to flow into the GMCH sites, unless from a site with excess.
- 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 ~~2023~~ 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**

**General Motors
LLC**

Michael J. Booth

Michael O. Perez

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.

Those former GMCH employees who transferred to a GM plant under a prior MOU that resulted in their seniority being adjusted will have their previous seniority dates reinstated upon being hired back into a GMCH facility.

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.

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OCT 3 1 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MJ

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	+52 weeks 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	*	*	*
\$18.06	\$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:

Michael Booth

For General Motors LLC:

Michael Perez

**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 achieve the goals set forth above, regarding the structure, administration and operations of joint activities, the parties agree as follows:

1. Joint Activities Trust Funds

a. In 2019, the parties agreed to reorganize the operations of the UAW-GM Center for Human Resources (“CHR”), which is currently incorporated as a nonprofit entity pursuant to Internal Revenue Code Section 501(c)(5), as two Taft-Hartley Trust Funds (Trust Funds) — the UAW-GM Labor Management Committees Trust Fund (LMC Trust) and UAW-GM Voluntary Employees' Beneficiary Association Trust Fund (VEBA Trust). The Trust Funds were established in 2021 as tax-exempt organizations pursuant to, respectively, Internal Revenue Code Sections 501(c)(5) and 501(c)(9). 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: 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 wind-down 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. To ensure that the LMC and VEBA Trusts have sufficient assets to conduct the labor-management activities, and administer the

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OCT 30 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MSY

employee benefit programs, described in this MOU, the collective bargaining agreement and the trust documents, the Company will make contributions to the Trusts as set forth in Exhibit A to this Memorandum of Understanding.

- c. Local joint funds, plant stores, funding of plant stores, and the joint purchase, sale or distribution of UAW-GM promotional products and novelty items shall be prohibited.
- d. The Board of Trustees of each Trust Fund is authorized to make all decisions regarding the expenditure of Trust assets, and the Company shall not have the right to review or accept, modify or reject those decisions. The Trust Funds will be audited at least annually by an external certified independent public accounting firm selected by the Trustees of each Trust Fund.
- e. The Company shall make recommendations for, and assist in the implementation of, internal controls for the Trust Funds adopted by the Trustees of each Trust Fund. The Trust Funds shall keep true and accurate books of accounts and records of all their transactions which shall be open to the inspection of each of the Trustees at all times. The Company and Union shall have the right to review the audit reports and to review all expenditures made by each Trust Fund.
- f. All contributions made to the LMC Trust and VEBA Trust will be Trust assets and may be used only in accordance with the provisions of the applicable Trust Agreement.

2. Trust Fund Functions

Pursuant to the trust agreements establishing the LMC and VEBA Trusts, the Board of Trustees of each Trust is comprised of three Trustees appointed by GM and three Trustees appointed by the Union.

The LMC Trust will be responsible for directing and conducting joint activities in the following areas: (i)

Global Manufacturing Systems, (ii) health and safety, (iii) employee placement, (iv) ADAPT, (v) communications, (vi) diversity, (vii) work/family, (viii) skill development and training (including benefits training and benefits conferences) and (ix) any other appropriate national and local labor-management activities to which the Company and the Union may agree.

The VEBA Trust will be responsible for administering the following benefit programs: (i) Joint Learning Centers Program, (ii) Tuition Assistance Program, and (iii) any other appropriate programs to which the Company and the Union may agree.

The duties and responsibilities of the Trustees of each Trust Fund will include, but not be limited to, the following: (i) setting policies and providing guidelines; (ii) approving and allocating funds for projects and activities; (iii) approving and monitoring expenditures for approved projects and activities; (iv) coordinating the efforts of the national committees identified above; (v) evaluating and auditing the ongoing performance and results of these committees; (vi) reviewing and approving proposals for national meetings, conferences, and workshops; (vii) integrating joint activities with Company structures and business decisions, as provided in the collective bargaining agreement and the documents governing the operations of the LMC and VEBA Trusts; (viii) keeping UAW leadership and Company management informed of joint Union-Management activities and the progress of the national committees in achieving their objectives, including convening regular joint meetings at the Group, Division, and Staff level to promote the coordination, delivery and implementation of effective human resource development programs and processes throughout the plants as well as to share appropriate business and joint activity information. The Trustees of each Trust Fund will at all times perform these duties and responsibilities consistent with the terms of the trust agreements establishing the applicable Trust Fund and applicable law.

During these negotiations, the parties discussed and agreed to make certain changes to the activities conducted by the LMC Trust and the benefits administered by the VEBA Trust. In that regard, the following changes will be made:

a. Modifications to the LMC Trust

- i. The training conducted by the LMC Trust will be expanded to include electric vehicle training programs and training for any new technology introduced at facilities where UAW-represented employees are employed. Appropriate training will be provided for all bargaining unit employees whose work functions have been materially altered due to the transition to electric vehicles and for any new work functions created by the transition to electric vehicles. This would cover training for: (a) all bargaining unit members at any facility covered by this agreement, including but not limited to final assembly plants, propulsion plants, pack and module assembly operations, battery cell manufacturing facilities, battery recycling operations, parts plants, and parts depots; (b) both skilled and other than skilled bargaining unit work; and (c) new skills development, training on new equipment, and health and safety.
- ii. Any other modifications to which the Company and Union have agreed or may agree.

b. Modifications to the VEBA Trust

- i. The VEBA Plan will be amended to be consistent with the agreements reached during 2023 negotiations with respect to the Tuition Assistance Program.
- ii. The training conducted by the VEBA Trust will be expanded to include electric vehicle

training programs, and training for any new technology introduced at facilities where UAW-represented employees are employed. Appropriate training will be provided for all bargaining unit employees whose work functions have been materially altered due to the transition to electric vehicles and for any new work functions created by the transition to electric vehicles. This would cover training for: (a) all bargaining unit members at any facility covered by this agreement, including but not limited to final assembly plants, propulsion plants, pack and module assembly operations, battery cell manufacturing facilities, battery recycling operations, parts plants, and parts depots; (b) both skilled and other than skilled bargaining unit work; and (c) new skills development, training on new equipment, and health and safety.

- iii. Any other modifications to which the Company and Union have agreed or may agree.

Following ratification of the 2023 National Agreement, the collective bargaining agreement and the documents governing the operations of the LMC and VEBA Trusts will be conformed to reflect the changes to the joint activities described in this Memorandum of Understanding and related agreements as appropriate.

3. Dissolution of the CHR

- a. Pursuant to the 2019 Memorandum of Understanding, the joint activities are now being conducted by the LMC and VEBA Trusts, and the Board of Trustees of the CHR is in the process of dissolving the CHR in accordance with all federal, state, and local laws. Except as required to effectuate the transition of the joint activities to the Trust Funds or the dissolution of the CHR itself, 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.

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 Board of Trustees of the CHR.

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; provided, however, that the CHR and the Company will provide the Trust Funds with any books, records, data or documents that they may need in connection with Trust Fund operations.

4. Transition of CHR Operations

a. The Company and the UAW designate the AEB building at 5505 E. 13 Mile Road, Warren, Michigan as the property for the LMC and VEBA Trusts to conduct the joint activities. If, due to unforeseen circumstances, the AEB building is no longer available to house the joint activities and programs, the Company will provide a different property in the Detroit, Michigan area, subject to a determination by the Trustees of each Trust Fund that the property provides a suitable location for their operations. The Company will offer the Trust Funds a lease agreement on terms substantially comparable to the terms of the current lease agreement for the AEB building. Any property made available to the Trust Funds, will be offered at no cost and the Company will make any modifications to the property that the Trustees may reasonably request.

b. Subject to the terms of the Staffing Agreement between the LMC and VEBA Trusts and the UAW, the LMC or VEBA Trust, as appropriate, will reimburse the UAW for the compensation and benefit costs of International staff assigned to provide bona fide services to the CHR in connection with the joint activities or the transition of such activities to the Trust Funds, excluding any and all administrative fees and charges.

5. National Joint Program Representatives

To the extent that the Trustees of the LMC Trust or the VEBA Trust determine that it is reasonable and prudent to use National Joint Program Representatives ("Representatives") to provide services to the Trusts, the parties agree to their use. Representatives may be used both to conduct the activities of the LMC Trust, and to administer the benefit programs of the VEBA Trust, that are identified in this Memorandum of Understanding. To the extent any such National Joint Program Representatives are employees of the UAW on assignment as a Representative, the UAW will chargeback to the appropriate Trust Fund, with no administrative fee, for the cost of the National Joint Program Representatives' compensation and benefits to the extent the Representatives perform work for the Trust Funds and subject to the terms of the Staffing Agreement between the LMC and VEBA Trusts and the UAW.

The parties further agree that the LMC Trust or the VEBA Trust may use UAW-represented GM employees who are specially assigned to provide services to the Trusts. To the extent that either Trust Fund requests such special assigned employees, the UAW and GM will jointly recommend qualified individuals who shall be selected by the Trustees. The applicable Trust Fund will evaluate any such employee's qualifications and determine the appropriate level of compensation for the services to be provided. When a Trust Fund decides to use an employee, GM will grant the employee leave, continue the employee's benefits and compensation and pay the employee at the rate determined by the Trust Fund. The Trust Fund will thereafter reimburse GM for the cost of the employee's compensation and benefits.

Representatives shall work from locations designated by the Trustees of the LMC and VEBA Trusts and shall perform such duties as the Trustees may assign, including the preparation of summaries of work performed. Unless the Trustees determine otherwise, UAW employees selected as Representatives will be governed by UAW policies and procedures and

special assigned employees selected as Representatives will be governed by Company policies and procedures applicable to UAW-GM represented employees. Employees of the UAW who are selected for any Representative role will be identified by the UAW, subject to the approval of the Trustees of the applicable Trust Fund(s). Removal of a National Joint Program Representative may be effectuated by the Trustees of the applicable Trust Fund(s). If the Trustees are 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 Trustees of the applicable Trust Fund(s). 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 that 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 and the Trustees 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 Trustees. The following must be submitted on an annual basis to the Trustees:

- A jointly approved training plan regarding planned training activities for the upcoming year by November 1 of each year for Course Type "Joint Programs".
- A jointly approved training plan regarding planned training activities for the upcoming year by January 31 of each year submitted by the Local Joint Activities Representative for all other training.
- 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, where appropriate, appeal the issue to the Trustees for resolution.

All expenses associated with local joint activities will be paid by the Company, which shall have exclusive responsibility for managing all funds, payments and expenditures related to such activities. The Trustees shall be entitled to any information that they may reasonably request regarding the Company's management of funds, payments and expenditures related to the local joint activities. The local parties may also jointly request that the Trustees of the applicable Trust Fund(s) fund local training activities consistent with the purposes of the Trust Fund(s).

7. General

The parties have reviewed and updated provisions contained in the 2015 UAW-GM National Agreement pertaining to Joint Activities and joint funding. In the event that further changes are required, the parties are empowered to make them, provided that any such required conforming changes will not affect the substance of the programs and will be consistent with the spirit and intent of the parties as expressed in the CBA. The parties recognize that this Memorandum of Understanding supersedes any prior provisions and/or understandings related to joint activities and joint funding.

International Union, UAW: General Motors LLC:

Michael J. Booth
Nicole Current
Mike Plater
Dave Shoemaker

Michael O. Perez
Art Huber

Memorandum of Understanding – Joint Activities –
Exhibit A

1. The Company will contribute \$24.149 million to the UAW-GM LMC Trust and \$12.804 million to the UAW-GM VEBA Trust to fund the Trusts' operations in 2024. The contributions to each Trust will be made in four equal quarterly installment payments by 2/29/24, 5/31/24, 8/31/24 and 11/30/24.
2. As used below, "Compensated Hours" shall have the same meaning as that term is defined in the General Motors Profit Sharing Plan for Hourly-Rate Employees in the United States.
3. 2025 Funding:
 - a. The Company agrees to fund the Trusts' 2025 operations by making a contribution ("2025 Contribution") equal to the greater of: (i) the total Compensated Hours of all UAW-represented General Motors employees for the period starting 1/1/24 through 12/31/24 multiplied by 54 cents or (ii) the aggregate amount contributed to the Trusts to fund their 2024 operations multiplied by 1.03.
 - b. 65% of the 2025 Contribution will be contributed to the LMC Trust and 35% will be contributed to the VEBA Trust, unless the parties agree that circumstances warrant a different allocation.
 - c. The 2025 Contribution will be transferred to the appropriate Trust in four equal quarterly installments by 2/28/25, 5/31/25, 8/31/25 and 11/30/25. The Company will provide the Trusts with information showing the basis on which the 2025 Contributions are calculated, if based on Compensated Hours, no later than February 28, 2025.
4. 2026 Funding:
 - a. The Company agrees to fund the Trusts' 2026 operations by making a contribution

("2026 Contribution") equal to the greater of: (i) the total Compensated Hours of all UAW-represented General Motors employees for the period starting 1/1/25 through 12/31/25 multiplied by 54 cents or (ii) the aggregate amount to be contributed to the Trusts to fund their 2025 operations before any offset is applied multiplied by 1.03.

- b. 65% of the 2026 Contribution will be contributed to the LMC Trust and 35% will be contributed to the VEBA Trust, unless the parties agree that circumstances warrant a different allocation.
- c. The 2026 Contribution will be transferred to the appropriate Trust in four equal quarterly installments by 2/28/26, 5/31/26, 8/31/26 and 11/30/26. The Company will provide the Trusts with information showing the basis on which the 2026 Contributions are calculated, if based on Compensated Hours, no later than February 28, 2026.

5. 2027 Funding:

- a. The Company agrees to fund the Trusts' 2027 operations by making a contribution ("2027 Contribution") equal to the greater of: (i) the total Compensated Hours of all UAW-represented General Motors employees for the period starting 1/1/26 through 12/31/26 multiplied by 54 cents or (ii) the aggregate amount to be contributed to the Trusts to fund their 2026 operations before any offset is applied multiplied by 1.03.
- b. 65% of the 2027 Contribution will be contributed to the LMC Trust and 35% will be contributed to the VEBA Trust, unless the parties agree that circumstances warrant a different allocation.
- c. The 2027 Contribution will be transferred to the appropriate Trust in four equal quarterly installments by 2/28/27, 5/31/27, 8/31/27 and 11/30/27. The Company will provide the Trusts with information showing the

basis on which the 2027 Contributions are calculated, if based on Compensated Hours, no later than February 28, 2027.

6. 2028 Funding:

- a. The Company agrees to fund the Trusts' 2028 operations by making a contribution ("2028 Contribution") equal to the greater of: (i) the total Compensated Hours of all UAW-represented General Motors employees for the period starting 1/1/27 through 12/31/27 multiplied by 54 cents or (ii) the aggregate amount to be contributed to the Trusts to fund their 2027 operations before any offset is applied multiplied by 1.03.
- b. 65% of the 2028 Contribution will be contributed to the LMC Trust and 35% will be contributed to the VEBA Trust, unless the parties agree that circumstances warrant a different allocation.
- c. The 2028 Contribution will be transferred to the appropriate Trust in four equal quarterly installments by, 2/29/28, 5/31/28, 8/31/28 and 11/30/28. The Company will provide the Trusts with information showing the basis on which the 2028 Contributions are calculated, if based on Compensated Hours, no later than February 28, 2028.

7. The annual contributions to be made to the LMC Trust and the VEBA Trust for any year after 2024 will be reduced to the extent that the net assets excluding property and equipment ("Net Assets") of the applicable Trust on February 1st of the year for which the contribution is to be made exceed the amount due to that Trust for the preceding year before any offset was applied.

Example for LMC Trust:

<u>Aggregate Contribution for 2024</u>	<u>\$36.953M</u>
<u>Contribution to LMC Trust for 2024</u>	<u>\$24.149M</u>
<u>LMC Trust Net Assets 2/1/25</u>	<u>\$4.025M</u>
<u>Amount Net Assets Exceed 2024</u>	<u>-\$20.124M</u>
<u>Contribution</u>	
<u>Contribution for 2025</u>	<u>\$24.740M</u>
<u>(\$36.953M*1.03*.65)</u>	
<u>Offset</u>	<u>None</u>
<u>Available to LMC Trust for 2025</u>	<u>\$28.765M</u>

8. All contributions made to the LMC Trust and VEBA Trust will be Trust assets and may be used only in accordance with the provisions of the applicable Trust Agreement.
9. Decisions made by the Trustees with respect to the Trusts' assets will not be subject to review by the Company nor will the Company have the right to accept, modify or reject those decisions.
10. To assist the Trustees in preparing the following year's budget, the Company will provide the Trusts with a report on March 1st of each year showing the total Compensated Hours of all UAW-represented General Motors employees for the twelve-month period ending December 31st of the prior year. The report will be accompanied by the underlying data used to determine the number of Compensated Hours.

Each Trust may conduct audits of the Company's payroll and wage records and other records that it may reasonably request to determine whether the Company has satisfied its contribution obligations under the terms of this agreement. The UAW may share the results of its review of the Company's profit sharing calculations, and any information provided to the UAW by the Company for the purpose of conducting that review, with the Trusts to assist the Trusts in determining whether the Company has satisfied its obligations under the terms of this agreement.

~~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~~

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~~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: General Motors LLC:~~

~~Michael J. Booth
Nicole Current
Mike Plater
Dave Shoemaker~~

~~Michael O. Perez
Art Huber~~

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

General Motors and the UAW reaffirm the need to continue and expand the Joint Skill Development and Training Program. Furthermore, the parties pledge to continue providing the resources necessary to assure that all employees receive training and development opportunities in order to produce a highly motivated, capable workforce that continually improves its own, and the Company's ability to succeed in an increasingly competitive industry. The Union will be fully involved in all phases of training including analysis and development that is directed at UAW-represented employees.

I. UAW-GM JOINT SKILL DEVELOPMENT AND TRAINING COMMITTEE

This committee will promote and direct the development and implementation of skill development and training activities, including technical and launch training for active and dislocated employees. GM and the UAW strongly encourage all employees to avail themselves of these activities.

Training and job placement efforts for dislocated workers will be focused on finding comparable employment as soon as possible. In cases involving employees facing indefinite layoff where recall or future GM placement is unlikely, the parties agreed that efforts will include pre-layoff meetings. Guidelines and services for dislocated workers will be developed and approved by the Board of Trustees, of the UAW-GM Labor Management Committees Trust Fund and/or UAW-GM Voluntary Employees' Beneficiary Association Trust Fund.

In order to ensure that Training activities improve the performance of the enterprise and provide participants with enhanced job security, it is essential that Joint Skill Development and Training activities be integrated with the company structures and business decisions. Therefore, the National Parties agree that the UAW-GM Joint Skill Development and Training Committee will establish and maintain close communication with Company, Group and Divisional staffs and training functions to ensure that the parties at all levels jointly contribute to the development of effective joint training and development initiatives and utilize the resources and facilities designated by the Board of Trustees; of the UAW-GM Labor Management Committees Trust Fund and/or UAW-GM Voluntary

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Employees' Beneficiary Association Trust Fund to disseminate effective training and development practices. The parties at all levels should utilize these resources and facilities in developing and implementing joint training efforts. The joint parties agree to continue to update the current Joint Skill Development and Training Department course curriculum.

The duties and responsibilities of the UAW-GM Joint Skill Development Committee will include the following:

- Meet at least quarterly at jointly agreed upon times and places.
- Make available training resources to capacitate the Local Joint Activities Committees and additional local training personnel.
- A review of roles and responsibilities of Doc. 46 Human Resource Development Representatives (HRDs), Joint Training Representatives (JTRs) and Joint Activities Representatives (JARs), along with their certification process in order to provide training to ensure the effectiveness of these joint activities.
- Conduct annual joint programs representatives' training needs analysis and schedule required training.
- Identify Skill Development and Training needs for active employees in the areas of basic education, job-related and interpersonal skills.
- Design materials and activities to encourage the expansion of joint Union-Management efforts in our society.
- Sponsor appropriate activities to provide a forum for national experts from labor, academia, business and government to convene and deliberate upon the future of Human Resource Development.
- Authorize studies, demonstration projects and research activities on topics of mutual interest and importance.
- Monitor and evaluate UAW-GM Joint Skill Development Training Activities and provide status reports to the Board of Trustees of the relevant Trust.

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- Review all Joint Programs courses used by the UAW-GM membership to evaluate the effectiveness of technology, objectives, and materials used in these courses.
- Develop and rollout a comprehensive program for use at plants in their efforts to conduct training needs analysis, task analysis, training plans and maintain training records through a training plan administrative system.
- Review and update the Training and Development Planning Process as needed.
- Conduct and monitor the results of process reviews to monitor key elements of the Local Training and Development Planning Process.
- Joint Activities, Human Resource Development and Joint Training Representatives ~~W~~workshops, training meetings ~~and-or~~ conferences ~~may~~will be scheduled during the term of the Agreement as determined by the Vice President and Director of the UAW-GM Department and the Vice President, GMNA Labor Relations, and paid through the Board of Trustees of the UAW-GM Labor Management Committees Trust fund with the approval of the Board of Trustees.
- Review and evaluate support requirements from the technical training community.
- Evaluate feasibility of providing Train-the-Trainer (T3) training for current and new technologies at the facility described in MOU Joint Activities or other jointly agreed to locations.

II. OTHER JOINT ACTIVITIES

In addition to its previously described duties, the UAW-GM Joint Skill Development and Training Committee will support other UAW-GM Joint Committees by:

1. Coordinating requests to the Board of Trustees of the relevant Trust for funding of joint activities, studies, pilot programs, training, etc.
2. Providing professional and staff support for joint program development, implementation and administration;

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3. Providing facilities as required for joint program development, implementation and administration;

4. Providing appropriate communication vehicles or information sharing processes for joint activities;

5. Providing mechanisms, facilities and staff to monitor, audit, and evaluate joint activities; and

6. Coordinating joint efforts, projects, and the various national committees on behalf of the Board of Trustees of the relevant Trust.

7. Update and deliver the internationally appointed representative common core curriculum training.

8. Review training courses currently used for professional development of Doc. 46 representatives and other target audiences.

III. RESPONSIBILITIES/LOCAL JOINT ACTIVITIES COMMITTEE

The Local Joint Activities Committee, as described in the Memorandum of Understanding - Joint Activities, will be responsible for the Local Joint Skill Development and Training Program. Additionally, the Local Joint Activities Committees will identify resources to ensure that a comprehensive annual training needs analysis is conducted based on plant business plan information. Locally approved training identified in the needs analysis and the necessary resources to conduct such training should be integrated, measured, and reported into the business plan deployment process. Also, the Local Joint Activities Committee will ensure that training programs are readily available which enable employees to improve upon and upgrade their basic education, job, and interpersonal skills.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives, ~~on the 28th day of October,~~ 2019.

International Union, UAW

General Motors LLC

Michael J. Booth
Nicole Current
Mike Plater

Michael O. Perez
Mark Polglaze
Art Huber

Dave Shoemaker
John Szafranski

Michelle Antczak-Healey

[See Memo-Human Resource Development]
[See Doc. 46: MOU-Joint Activities]

NEW

**MEMORANDUM OF UNDERSTANDING
RE: Skilled Trades Appendix A Transfer Eligibility
for GMCH Facilities**

During the 2023 National Negotiations the parties discussed at length the ability for skilled trades employees to transfer to applicable skilled trades openings that exist throughout General Motors LLC (GM) and GM Components Holding LLC (GMCH).

As a result of these discussions, the National Parties agree to allow skilled trades employees at GMCH and GM plants to be eligible to transfer to posted job openings at both GMCH and GM plants under the provisions of the Skilled Trades Transfer Process of the UAW-GM National Agreement pursuant to the following conditions:

- Those GMCH employees who are not eligible to flow back to GM will be able to transfer to GM plants pursuant to the provisions of the Skilled Trades Transfer Process of the UAW-GM National Agreement. Such employees will not be treated as flow backs and will maintain their same continuous service date for the purpose of benefits treatment by GM as when working at GMCH.
- For purposes of placement of GMCH skilled trades employees to GM facilities under the Skilled Trades Transfer Process, GM will use the GMCH employee's applicable company skilled trades date of entry.
- GMCH employees that established seniority after 10/18/1999 and before 11/23/2015, who hire into a GM plant, will have a new GM applicable skilled trades date of entry, company seniority date, and local seniority date of 11/23/2015.
- GMCH employees that established seniority on or after 11/23/2015, who hire into GM, will keep their current GMCH applicable skilled

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DATE INITIALED: SEP 26 2023
INITIALED BY PARTIES: MP MSJ

trades date of entry, company seniority date, and local seniority date as their GM seniority dates.

- Those former GMCH skilled trades employees who transferred to a GM plant under a prior MOU that resulted in their seniority being adjusted to 11/23/2015, will have their previous seniority dates reinstated upon being hired back into a GMCH facility.
- If a GM skilled trades employee transfers to a GMCH site and then is subsequently reduced into production, that employee shall receive a wage rate in accordance with their new functional division wage table.
- Employees who accept an Extended Area Hire transfer may be eligible for a relocation allowance in accordance with Paragraph (96a)(2).
- Nothing in this agreement amends the existing rights of eligible GMCH employees to flow back to General Motors LLC sites in accordance with the provisions of the 2007 UAW-DELPHI-GM Memorandum of Understanding – Delphi Restructuring.

Any complaints regarding the application of this MOU 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.

For the International
Union, UAW:

Michael Booth

For General Motors
LLC:

Michael Perez

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**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 as outlined in the UAW-GM Tuition Assistance Plan Guidelines~~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-GM National Agreement, and who had at least one year seniority as of the last day worked prior to layoff.

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INITIALED BY PARTIES: MP MEY

TYPE OF ASSISTANCE

Maximum eligibility under this Plan is \$89,400 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 \$67,400
- 3 to 4 years \$78,400
- 4 or more Years \$89,400

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-GM~~ 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 \$89,400 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, or an UAW-GM full-time Temporary employee with at least 90-days of continuous service under the terms of the current GM-UAW-GM 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-GM~~ 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

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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 seniority 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 seniority employee will be entitled to:

- Utilize the remaining balance of the employee's current year's 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.

The benefit is not to exceed the maximum annual benefit allowed in each year following the employee's date of death.

Type of Assistance

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The following courses shall entitle individuals to those benefit levels specified below:

- \$58,000 per year for degreed 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~~ \$4,000 per year for other job related courses
- \$1,450-1,500 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 \$69,000 in a twelve-month period. All courses are subject to approval by the Board of Trustees of the UAW-GM Voluntary Employees' Beneficiary Association Trust ~~Executive Board—Joint Activities.~~

Funding

The plan shall be funded as provided in the Memorandum of Understanding – Joint Activities upon approval of the Board of Trustees of the UAW-GM Voluntary Employees' Beneficiary Association Trust ~~Executive Board—Joint Activities.~~

Administration

///

The Plan will be jointly administered by the Board of Trustees of the UAW-GM Voluntary Employees' Beneficiary Association Trust Fund~~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**

**General Motors
LLC**

Michael J. Booth
Nicole Current
Mike Plater
Dave Shoemaker
John Szafranski

Michael O. Perez
Mark Polglaze
Arthur Huber
Michelle Antczak-Healey

[See Par. (127)(hg)]
[See Doc. 102,125]

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**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 2023~~19~~ 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 2023~~19~~ 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, CCA, GMCH, Subsystems and Brownstown**: Regular, non-temporary ~~Manufacturing production (other than skilled)~~ 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.~~

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DATE INITIALED: OCT 31 2023

INITIALED BY PARTIES: MP MEY

<u>Progression</u>	<u>10/23/2023</u>	<u>Effective 09/16/2024</u>	<u>Effective 09/15/2025</u>	<u>Effective 09/21/2026</u>	<u>Effective 09/20/2027</u>
Step 1	25.12	25.87	26.65	27.45	28.82
Step 2	26.91	27.72	28.55	29.41	30.88
Step 3	30.50	31.42	32.36	33.33	35.00
Max Rate	35.88	36.96	38.07	39.21	41.17

<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>
New-hire	\$17.00	\$17.00	\$17.51	\$18.04
<1-year	\$17.00	\$18.00	\$18.54	\$19.10
+52-ww	\$18.00	\$19.50	\$20.09	\$20.69
+52-ww	\$19.50	\$23.00	\$23.69	\$24.40
+52-ww	\$21.00	\$24.00	\$24.72	\$25.46
+52-ww	\$22.50	\$25.00	\$25.75	\$26.52
+52-ww	\$24.00	\$26.00	\$26.78	\$27.58
+52-ww	\$26.00	\$28.00	\$28.84	\$29.71
+52-ww	\$28.00	\$30.46*	\$31.37*	\$32.32

*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.

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>
At Hire:	\$17.00
+52 Weeks Worked:	\$18.00
+52 Weeks Worked:	\$19.50
+52 Weeks Worked:	\$21.00
+52 Weeks Worked:	\$22.50
+52 Weeks Worked:	\$24.00
+52 Weeks Worked:	\$26.00
+52 Weeks Worked:	\$28.00
+52 Weeks Worked:	CCA Max*

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*Maximum Rates CCA

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

~~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:

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

~~*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

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~~Production, other than skilled. 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 Board of Trustees of the appropriate trust. ~~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 2023~~19~~ 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

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(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.

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Doc. No. 4

SUSPENDED AGREEMENT PROVISIONS

GENERAL MOTORS LLC

October 25, 2015

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 2015 GM-UAW National Agreement:

- Cost of Living Allowance – Paragraphs (101)(d) through (101)(1)
- COLA Calculation – Document 87
- COLA Calculation Conversion – Document 101
- Retiree Tuition Assistance Plan – Document 129
- UAW-GM Scholarship Program for Dependent Children – Document 130

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

d-04A01

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DATE INITIALED: OCT 31 2023
INITIALED BY PARTIES: MP MEY

**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

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DATE INITIALED: OCT 28 2023
INITIALED BY PARTIES: MP MEY

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

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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

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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

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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 Department of the LMC Trust 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 Department of the LMC Trust 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.

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- 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

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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

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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.

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- 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

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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.

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- 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

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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**

Michael J. Booth
Nicole Current
Dave Shoemaker
Mike Plater

**General Motors
Company**

Michael O. Perez
Mark Polglaze
Brett Slotka
John Marcum

[See Doc. 7, Att. A; 46; 74; 76; 122; 105; 139]
[See CSA #19]

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**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 committee persons. 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

DATE INITIALED: OCT 28 2023

INITIALED BY PARTIES: MP MEY

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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.

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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

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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 Department of the Labor Management Committees Trust (LMC Trust), 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.

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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 Board of Trustees of the UAW-GM Labor Management Committees ~~Trust. 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 Board of Trustees of the UAW-GM Labor Management Committees Trust. Executive Board—Joint Activities. Such recommendations will include details as to facilities, length of project, funding, etc. Upon their agreement and approval, the Board of Trustees of the UAW-GM Labor Management Committees Trust. 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

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~~Musculoskeletal~~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 750-500 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 750 or more employees, the parties will establish one full time UAW Industrial Hygiene Technician - Joint Ergonomics Technician (IHT-JET) Alternate position for the facility. 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. In plants where the population is below 750, the alternate Health and Safety Representative will also fulfill the roles of the IHT-JET Alternate. 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~~ NJC 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~~ NJC 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~~ NJC agrees 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~~ Board of Trustees of the LMC Trust 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~~ Board of Trustees of the LMC Trust 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~~NJC, the Alternate Health & Safety Representative will be provided the opportunity to attend the specified T3 training course from the ~~Joint National Parties~~NJC.

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~~Board of Trustees of the LMC Trust. 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~~NJC.

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.

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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 ~~the Health and Safety Joint National Parties~~ NJC.

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~~ NJC 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~~ UAW-GM Health & Safety Department LMC Trust, 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~~ NJC 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~~ NJC (Health & Safety) will assess these technologies and recommend the expenditure of funds by the Company to the ~~Executive Board—Joint Activities~~ Board of Trustees of the LMC Trust 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 Board of Trustees of the LMC Trust 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-UAW-GM 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 L/HSC 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]

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**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

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

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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.

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- 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).

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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/Inst ance	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

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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:

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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**

Michael J. Booth
Nicole Current

Michael O. Perez
Mark Polglaze

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

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DELETE

Doc. No. 11

QUALITY PERFORMANCE PAYMENT

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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:

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

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DATE INITIALED: _____

INITIALED BY PARTIES: MP ME-y

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:
 - Informal (Paragraph 103)
 - Formal (Paragraph 104)
 - Sickness and Accident (Paragraphs 106/108)
 - Military (Paragraphs 112 or 218[a])
 - 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,

Michael O. Perez
Vice President
GMNA Labor Relations

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Doc. No. 13
PLANT CLOSING AND SALE MORATORIUM
GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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 other incentivized attrition programs as agreed to by the National Parties. In the event the Company violates the commitments set forth in this letter, the Union has the right to strike after utilizing the bargaining procedure provided in Paragraph (117).

Very truly yours,
Michael O. Perez
Vice President
GMNA Labor Relations

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OCT 30 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

Doc. No. 16

SOURCING GUIDELINES AND PROCESSES

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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

CONFIDENTIALITY OBLIGATION; DESIGNATED CONTACTS; USE RESTRICTION

The parties recognize the strict confidentiality required regarding our Future Product Information and the Data File Information (collectively, "Confidential Sourcing Information" – "CSI"). Both UAW and management representatives have access to such CSI 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 and guarantee their understanding and commitment; the UAW agrees that the CSI must be kept confidential and protected by the UAW against unauthorized use and/or disclosure by the UAW. The UAW shall only use the CSI to improve quality at GM's plants and to identify sourcing patterns for troubled suppliers; to analyze make vs. buy decisions at GM locations and insourcing/outourcing decisions at GM locations; to identify future product sourcing opportunities for the UAW; and to analyze the impact of new technology on GM supply chain (collectively, the "Permitted Use"). The UAW agrees to take all measures to protect the confidentiality of the CSI, to only disclose the CSI to those individuals within the UAW that the Union has identified in writing to GM as contact points within the UAW Sourcing Department for receiving the CSI for a Permitted Use, and have a need-to-know such information for a Permitted Use.

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SEP 25 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MSY

If the UAW is required by law to disclose the CSI, it will provide GM advance notice of, and prior to, any such disclosure to enable GM to attempt to obtain an appropriate protective order.

If the UAW discovers that the CSI has been disclosed in violation of this provision, the UAW shall immediately notify GM in writing.

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

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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. All information provided by GM to the UAW as part of the future product sourcing process as set forth above and in Appendix L shall be known as "Future Product Information."

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

- 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

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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.
- 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

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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.

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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~~ When 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, forecasted Skilled Trades and/or supervision costs (that do not exceed current headcount) result in a favorable business case for consideration to award work to the UAW-GM, those costs will be excluded from the overall business case. Any additional Skilled Trades and or Supervision costs required to be added, may be excluded with mutual agreement. ~~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 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 AND DATA 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-master file will include Union code, Union description, Union contract, expiration date, part number, part description, part contract expiration date, commodity sub group, creativity team, MFG DUNS, MFG supplier name, supplier address, Ultimate DUNS, Ultimate supplier name, volume and GM assembly facility. Vehicle, product type, body style, brand and architecture will also be provided for vehicle assembly. The Company will provide vehicle model year if a solution is feasible, be updated and expanded to include supplier expiration dates, supplier location (city and state), annual volume, U.S. plant

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~~locations receiving the parts and Union affiliation if known, and The master file will be furnished three times per year in January, May, and September or as otherwise agreed by the National 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. The information contained in the master file and the VAA maps shall be collectively referred to as the "Data File Information."~~

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 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,

Michael O. Perez
Vice President
GMNA Labor Relations

**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

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INITIALED BY PARTIES: MP MSY

Doc. No. 30

**GM EQUAL OPPORTUNITY EMPLOYMENT
POLICY**

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

The following is ~~the partial text from of the current General Motors~~ written and published policy of ~~General Motors~~ in employment. General Motors' full Equal Employment Opportunity Policy is available in GM's U.S. HR Policy Manual.

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~~"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 is an equal opportunity employer and complies with all applicable federal, state, and local fair employment practices laws. GM is committed to providing a work environment free from unlawful discrimination and advancing equal employment opportunities for all qualified individuals."

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“As part of this commitment, all practices and decisions relating to terms and conditions of employment, including, but not limited to, recruiting, hiring, training, promotion, discipline, compensation, benefits, and termination of employment are made without regard to an individual’s protected characteristics.”

“For purposes of this policy, ‘protected characteristics’ include an individual’s actual or perceived race, color, creed, religion, national origin, ancestry, citizenship, immigration status, age, sex or gender [...], gender identity or gender expression, sexual orientation, [...], physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state or local laws and ordinance.”

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

[See Preface, Par. (6a),(63),(76),(77)]
[See Doc. 31,32,33,99]

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Doc. No. 31

**EQUAL APPLICATION COMMITTEES--
NATIONAL AND LOCAL**

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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 UAW-GM Joint Diversity and Equal Application Committee of the LMC Trust- 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 ensures 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 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

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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~~ UAW-GM Joint Diversity and Equal Application Committee of the LMC Trust and Local Plant Equal Application Committees.

The UAW-GM Joint Diversity and Equal Application Committee of the LMC Trust ~~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 UAW-GM Joint Diversity and Equal Application Committee of the LMC Trust ~~National Committee~~ will meet quarterly or more frequently if mutually deemed desirable or necessary and its functions shall be the following:

- a. Review and discuss ways and means of encouraging employees and grievance representatives to use the grievance and arbitration procedure as the exclusive method to resolve claims of violations of Paragraph (6a).
- b. 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 UAW-GM Joint Diversity and Equal Application Committee of the LMC Trust 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.
- 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 UAW-GM Joint Diversity and Equal Application Committee of the LMC Trust 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/Plant Director, or a designated representative, and a member of Management at the plant active in the Company's equal employment opportunity program which may include a member from Human Resources and/or Labor Relations. Local Plant Equal Application Committees will meet on a scheduled quarterly basis, and shall have the following duties:

- a. Recommend to the UAW-GM Joint Diversity and Equal Application Committee of the LMC Trust ~~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).
- 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 UAW-GM Joint Diversity and Equal Application Committee of the LMC Trust ~~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 UAW-GM Joint Diversity and Equal Application Committee of the LMC Trust ~~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.

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,

Michael O. Perez
Vice President
GMNA Labor Relations

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

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Doc. No. 32

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

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

The parties recognize that the ADAPT Program is the interactive process for providing reasonable accommodations for UAW represented employees with disabilities who volunteer to participate in the program.

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

“GM is committed to providing equal employment opportunities to all employees. As part of this commitment, GM will provide reasonable accommodation(s) to qualified individuals with disabilities if reasonable accommodation(s) would allow the individual to perform the essential functions of their job, unless doing so would create an undue hardship on business operations or create a direct threat of harm to the employee or others.”

“An employee who believes they need reasonable accommodation(s) based on a disability is responsible for requesting accommodation(s) from the Company.”

“After receiving an accommodation request, the Company will engage with the employee through the appropriate process to understand the limitation(s) imposed by the employee’s disability and explore potential reasonable accommodation(s) that could assist the employee in performing their essential job functions despite the limitation(s). For the interactive process to be

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successful, the individual requesting accommodation(s) must participate and cooperate in the process in good faith. If an employee requests accommodation(s) but then fails to fully participate, or to timely respond to requests for information, the request may be denied."

"If the employee's disability or need for accommodation is not obvious, the Company may ask the employee to provide supporting documents demonstrating they have a disability within the meaning of applicable law, and that the disability necessitates reasonable accommodation(s). The Company will keep any employee medical information obtained in connection with a reasonable accommodation request confidential in accordance with applicable law."

"Employees requesting accommodation(s) are encouraged to suggest reasonable accommodation(s) they believe would allow them to perform their essential job functions. The Company, however, is not required to grant the requested accommodation(s) and may provide alternative effective accommodation(s), to the extent any reasonable accommodation can be made without imposing an undue hardship on the Company."

"The Company makes determinations about reasonable accommodations on a case-by-case basis considering various factors and based on an individualized assessment in each situation. The Company strives to make determinations on reasonable accommodation requests quickly and will inform the individual once a determination has been made."

~~"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~~
this Company policy."~~regarding employment of individuals with disabilities."~~
If you have any questions about this policy and process, please email: us.accommodation@gm.com."

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

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

[See Preface, Par. (6a),(63)]
[See Doc. 30,31,33,99,107, 121]

Doc. No. 37

**RESOURCE AND REFERRAL SERVICES-
WORK/FAMILY PROGRAM**

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

During the current negotiations, the parties discussed matters related to the Resource and Referral Services Work/Family Program.

Work/Family Program Representatives will provide resource and referral information, program promotion and awareness for all Work/Family Programs. These programs include the Employee Assistance Programs, Child Care and Elder Care Resource and Referral, Workplace Violence Training, ~~and~~ Critical Incident Response and Veteran Service Resources. These Work/Family Programs provide quality information to help employees make more informed choices as consumers of Work/Family services. The UAW-GM Work/Family Committee of the LMC Trust will identify and add resources to the Work/Family Policy and Procedure Manual.

The ~~joint~~ parties agree that the resource and referral staff and/or UAW-GM Joint Work/Family Committee of the LMC Trust will provide Child and Elder Care Network providers' information to assist workers with their child and elder care needs. Based on the data collected and recommendation of the UAW-GM Joint Work/Family Committee, the Board of Trustees of the UAW-GM Labor Management Committees Trust Fund, will review and evaluate the scope of such a network, as well as overall program development, determination of delivery method and coordination of Resource and Referral services.

Funding will be provided through the UAW-GM Labor Management Committees Trust Fund.

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Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

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**MEMORANDUM OF UNDERSTANDING
EMPLOYEE ASSISTANCE PROGRAM**

General Motors and the International Union express their determination to work jointly with personal problems including substance ~~abuse~~ use disorder and mental health among GM workers and their families. This memorandum defines the terms of the Employee Assistance Program (EAP) as administered by the UAW-GM Joint Work Family Committee of the LMC Trust. This program is not deemed a plan under, and is not subject to, the terms of the Employee Retirement Income Security Act of 1974, as amended.

Alcoholism and drug dependency is recognized by medical, public health authorities, General Motors and the UAW as a disease. These diseases can impair workers' ability to function in their lives and on their jobs. Alcoholism and drug dependency as well as other personal problems contribute to increased absenteeism and tardiness and deterioration of job performance. This in turn disrupts work schedules with consequent dissatisfaction among the majority of workers who are sincerely trying to do conscientious jobs. The combination of factors is recognized as having a potentially damaging effect on plant efficiency and endangers the job security of the worker.

The causes of personal problems including alcoholism, drug dependency and mental health are not well understood and cures are difficult. Nonetheless, General Motors and the UAW believe that constructive measures are possible to deal with these problems which can be a major cause of family breakdown and are related to personal breakdown and violence in the community.

I. Objective

The objectives of this joint effort are to help employees and their family members develop healthier life styles and enhance the effectiveness of the workforce. Further the purpose of this program is designed to help prevent the development of personal problems and provide access for treatment and after care for those already affected.

General Motors and the International Union acknowledge that neither local management nor the local union working alone can always provide the level of

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motivation required by employees experiencing personal problems. As a result, joint efforts are imperative in encouraging the employee to seek EAP services, as needed, to respond successfully to treatment, and to maintain a resolve to avoid further personal problems.

II. Guidelines for Administration

The Board of Trustees of the UAW-GM Labor Management Committees Trust Fund is responsible for directing and coordinating these efforts in coordination with the UAW-GM Joint Work/Family Committee of the LMC Trust. The Committee will be comprised of an equal number of representatives from the UAW and GM. This Committee will engage in joint efforts and function administratively in consultation with a Local Work/Family Committee comprised of local management and local union personnel which will review the efforts of the Local Work/Family team on a regular basis. The UAW-GM Joint Work/Family Committee of the LMC Trust ~~Committee~~ will meet regularly for the purpose of reviewing the administration and operation of the UAW-GM Employee Assistance Program, resolving issues not otherwise resolved and providing direction and consultation to Local Work/Family Committees.

The UAW-GM Joint Work/Family Committee of the LMC Trust, the National Benefits Administrators and CDR Representatives will meet periodically to discuss issues impacting EAP program administration. In this regard it is important to:

1. Generate a climate at the plant level which will eliminate the effects of the social stigma associated with mental health disorders, alcoholism and drug dependency, and other personal problems which act as a barrier to employees seeking help to resolve personal problems;
2. Insist that local management and the local union at all levels exercise their best efforts toward the objective of earlier identification and motivation of the employee to accept EAP services;
3. ~~As~~Ensure confidentiality in working with the employee;
4. Assist in developing educational and informational materials for use at the plant level.

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III. Local Employee Assistance Program Administration

The Local Work/Family Committee consists of the Plant Manager or a designated Management representative, the Plant Personnel Director, the President of the Local Union and the Chairperson of the Shop Committee. It will be the responsibility of this Local Committee to review on a periodic basis the local Employee Assistance Program.

General Motors and the International Union will designate representatives of local management and representatives of the local union to work jointly on these problems. Among the responsibilities of the local Work/Family team are:

1. In cooperation with the central review organization (CRO), the carrier and the local central diagnostic referral (CDR) agency, survey community resources to determine the availability of appropriate treatment facilities and the cost of treatment. Where facilities are inadequate or unavailable, undertake efforts to improve the situation.

Ensure an assessment is done by a CDR within 24 hours of a Work/Family representative's direct referral resulting from a medical emergency. While the parties recognize the value of providing timely assessments, they also recognize that there may be situations where the 24-hour assessment does not occur. On a case-by-case basis, the joint parties will review such situations and undertake efforts to improve the situation.

2. Help employees understand that they may consult on a confidential basis with the local Work/Family team, or an outside central diagnostic and referral (CDR) agency, concerning the employee's problem.

3. Arrange for the local union benefits representative to be available to explain to the employee and others who may be involved the extent to which recommended treatment qualifies for payment under the GM Health Care Program.

4. Establish and maintain active aftercare and follow-up programs. Help employees understand the therapeutic benefits of self-help groups and engage EAP participants in these group activities.

General Motors and the International Union acknowledge that:

1. Nothing in this statement is to be interpreted as constituting any waiver of Management's responsibility to maintain discipline or the right to invoke disciplinary measures in the case of misconduct which may result from or be associated with the use of alcohol or drugs or personal problems. The Union may exercise its right to process grievances concerning such matters in accordance with the GM-UAW-GM National Agreement;

2. During or following treatment the employee should not expect any special privileges or exemptions from standard personnel practices; and

3. When a leave of absence is necessary so that an employee may undergo medical treatment for alcoholism or drug dependence or personal problems in or from an appropriate facility in accordance with this program, and when the employee has voluntarily submitted to such treatment and provided the employee has unbroken seniority, sick leave of absence will be granted pursuant to the National Agreement and the employee will be eligible for benefits in accordance with the GM Health Care and Life and Disability Benefits Programs as negotiated with the International Union.

IV. Additional Understandings

During the course of Negotiations, the parties held extensive discussions over a wide range of EAP and Work/Family subjects. The following represents the highlights of those discussions and the commitments arrived at between the parties:

1. A key ingredient in combating personal problems lies in education, early identification and early intervention. Accordingly, the UAW-GM Joint Work/Family Committee of the LMC Trust has developed a comprehensive education and training program directed at all levels of local management, local union, and the work force. Administrative costs of the program will be funded by the UAW-GM Labor Management Committees Trust Fund created in accordance with the Memorandum of Understanding – Joint Activities.

2. The UAW-GM Joint Work/Family Committee of the LMC Trust through a series of meetings, with input from Work/Family Representatives in the plants, has

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developed SPEC Standards for UAW-GM Work/Family Programs. Those SPEC Standards are incorporated by reference into the terms of this Memorandum, including revisions or modifications the parties will make in the future. Problems related to the implementation of these standards will be brought to the attention of the UAW-GM Joint Work/Family Committee of the LMC Trust and, as appropriate, the UAW-GM Labor Management Committees Trust Fund for resolution.

3. The UAW-GM Joint Work/Family Committee of the LMC Trust will continue efforts towards facilitating the professional development of individual plant Work/Family Representatives.

-Costs associated with the above will be paid as appropriate, by the UAW-GM Labor Management Committees Trust Fund created -in accordance with the Memorandum of Understanding - Joint Activities.

4. The Work/Family Policy and Procedures Manual will be jointly updated following negotiations. All program activities will be governed by the requirements outlined in the Work/Family Policy and Procedures Manual. The parties UAW-GM Joint Work/Family Committee of the LMC Trust are is specifically empowered to review and evaluate this memorandum and the Policies and Procedures and make mutually satisfactory adjustments and modifications during the term of this Agreement only upon mutual agreement.

5. In line with professional development, the parties commit to continue efforts to include training and internal certification. The parties further agreed that following the effective date of the ~~2023~~19 UAW-GM National Agreement, the UAW-GM Joint Work/Family Committee of the LMC Trust will use the Work/Family Internal Certification Program training curriculum for Local Work/Family Representatives. When implemented, this curriculum will constitute the Work/Family Internal Certification process.

Costs associated with the above will be paid by the UAW-GM Labor Management Committees Trust Fund created in accordance with the Memorandum of Understanding – Joint Activities.

V. Work/Family Representation

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1. Work/Family Representatives will be scheduled to report for Work/Family representation purposes during overtime, part-time or temporary layoffs, or inventory when 50% or more of the people they represent on their respective shifts are scheduled to work.

2. During overtime hours, when less than fifty percent (50%) of the people they represent on their respective shifts are scheduled to work, they will not function pursuant to this Memorandum of Understanding, but will be scheduled to perform Work/Family Program activities if they would otherwise have work available in their equalization group.

VI. Drug Testing

Because of the recent emergence of a substantial body of legislation requiring drug testing of many of the Company's employees, both represented and non-represented, the parties have had extensive discussions surrounding drug testing and have agreed to the following:

1. All drug testing performed will be conducted in accord with applicable laws mandating or regulating such testing; such as, Federal Aviation Administration, Department of Transportation, or Department of Defense.

VII. Conditions of Employment Guidelines - For those Employees in the Employee Assistance Program Whose Seniority has been Broken

When Employee Assistance Program participants or other employees suspected of being in need of EAP services return to work, the following can be agreed upon between the bargaining unit representative, Labor Relations, the Local Work/Family team and the employee.

The specific items to be included will depend on the individual case and should be developed to meet the particular circumstances. Accordingly, items one through five may be recommended for inclusion in a condition of continued employment by the Local joint Work/Family team.

1. Participation in in-plant self-help meetings. Length of participation that will be required and frequency of meetings can be either specified in advance or left up to the discretion of the Local Work/Family team.

2. Participation in outside self-help groups and mandatory completion of an aftercare plan which might include Antabuse recommended by a treatment facility and monitored by the Local Work/Family team.

3. Mandatory cooperation in follow-up and monitoring for a period of time specified by Local Work/Family team members.

4. Periodic scheduled screening when it is felt this procedure could be of value in monitoring and encouraging abstinence. In cases of positive findings, the results must be confirmed by a second test.

5. A specific period of total non-use of alcohol or other drugs can be agreed to between the parties. The Local Work/Family team and the employee must concur with this probationary period which is defined as not less than six months nor more than two years and it must be understood by all parties that resumed use could result in termination of employment during this period.

The above items (one through five) will be administered jointly by the Local Work/Family team for those employees returning under these conditions. Any conditions of continued employment agreed to by Management, the Union and the employee are considered contractually binding and non-compliance could result in disciplinary action up to and including discharge. The employee's previous disciplinary record and action which may be taken for further misconduct will be matters reserved to the actual settlement of any grievance(s) involved and/or will be resolved between the bargaining unit representative and Labor Relations.

The seniority status of the employee must be specified as either a new hire or reinstatement of former seniority. If seniority is reinstated, all rights and privileges which would normally accrue in line with the reinstated seniority under the terms of the national or local agreement must be granted.

**International Union,
UAW**

**General Motors
Company**

Michael J. Booth

Michael O. Perez

Nicole Current
Mike Plater
Dave Shoemaker
Monica Bradford

Mark Polglaze
Arthur Huber
Michelle Antczak-Healey

[See Doc. 46,102,114]

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**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:

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- provide overall direction for the implementation and execution of GMS
- provide a forum for sharing information and discussion regarding competitive benchmarking, and global revisions to GMS and new Company GMS programs, pilots, and processes impacting UAW represented employees
- review BPD in order to evaluate the progress of the plan to the goals and support countermeasures
- resolve escalated Product Quality Resolution Process concerns
- resolve address issues escalated from the UAW-GM GMS Operations Council regarding implementation and execution of GMS, including, but not limited to, GMS Global Statements

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 and CCA Director's of Operations. 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 and new Company GMS programs, pilots, and processes impacting UAW Represented employees
- 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

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- resolve address issues escalated from the UAW-GM
GMS Steering Committee regarding
implementation and execution of GMS, including
but not limited to GMS Global Statements

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 appropriate 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~~ UAW-GM Global Manufacturing System Committee ~~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 including:
 1. exploring, evaluating, and recommending resources for GMS training, development, facilitation and support for UAW represented employees
 2. identifying and coordinating UAW-GM GMS Steering Committee support for new Company GMS programs, pilots, and processes that impact UAW represented employees
 3. coordinating the Joint GMS Calibration and Assessment schedule
- coordinating participation for review of revisions to GMS statements for input and understanding during the annual GMS Statement review process by engaging joint principle leads and other parties as defined by the UAW-GM GMS Steering Committee prior to statement publication

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- escalating to the UAW-GM GMS Operations Council issues regarding implementation and execution of GMS, including but not limited to GMS Global Statements

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
- support joint training for the implementation and execution of GMS
- 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
- ensure resources are identified and provided appropriate time and authority to perform their required GMS responsibilities

The UAW-GMS Representative and their management counterpart will facilitate the UAW-GM GMS Local Leadership Council meetings. Minutes from these meetings will be made available to the UAW-GM GMS Steering Committee.

GMS Representatives Roles and Responsibilities

The joint GMS Representatives and their management counterpart(s) will have responsibilities to assist their respective Councils in the effective implementation and

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execution of GMS. ~~These~~ This ~~duties~~ includes ~~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.~~

a) supporting their UAW-GM GMS Local Leadership Councils as follows:

- 1) understanding the GMS Principles and Elements and being an effective coach and teacher
- 2) coordinating achievement of BIQ/OPE as required with the UAW-GM GMS Local Leadership Council and local basketweave teams
- 3) facilitating the UAW-GM GMS Local Leadership Council meetings, taking minutes and distributing them as directed
- 4) supporting Departmental Activities as outlined below

b) To this end, the ~~The~~ joint ~~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 UAW-GM Global Manufacturing System Committee: :

- Suggestions Plan
- Support of GMS for Maintenance and evolving Predictive Technologies
- Support of the CMMS system
- VPAC/VSSM Programs US-SSM Programs
- Local SWE Standards

Training in these activities will be supported where jointly agreed upon.

~~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-~~

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~~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~~ SharePoint site.

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~~ 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**

Michael J. Booth
Nicole Current
Mike Plater
Dave Shoemaker

**General Motors
Company**

Michael O. Perez
Mark Polglaze
Arthur Huber
Michelle Antczak-Healey

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Jeff Walker

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Doc. No. 41

COMMITMENT TO DIVERSITY

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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 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;

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- leading the cultural change process; and
- pursuing continuous improvement in diversity actions and programs.

The National Equal Application Committee-UAW-GM Joint Diversity and Equal Application Committee of the LMC Trust 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,

Michael O. Perez
Vice President
GMNA Labor Relations

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Doc. No. 46

JOINT PROGRAM REPRESENTATIVES

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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~~ Board of Trustees of LMC and VEBA Trusts 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)

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

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INITIALED BY PARTIES: MP mey

over the years priorities have shifted and, as a result, there is a need to carefully analyze the programs that currently require increased emphasis, such as, work/family, health and safety, etc. As a result, the parties have concluded that these well-trained resources can now be deployed or reassigned to programs requiring special attention.

It is recognized that each plant location has its own unique culture and needs; therefore, the local joint leadership group (Plant Manager, Personnel Director, Local Union President and Chairperson of the Shop Committee) will determine where their current full time representatives will be allocated to best serve the employees of the organization. It is recognized that at some locations additional representatives may be required to perform tasks associated with the newly determined local focus and at others less. In any event, the total number of new and current full time joint program representatives shall not exceed the number provided for below:

Plant Population	Number of Representatives
Up to 200	1
201 to 400	2
401 to 600	3
601 to 1,000	4
1,001 to 5,000	Ratio of 1:250
5,001 and above	Ratio of 1:275

In the case of bargaining units between 1,001 to 5,000 and 5,001 and above, the number of representatives in a given bargaining unit will be determined by the number of represented employees (active 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 Board of Trustees of the LMC and VEBA trusts. ~~Executive Board—Joint Activities pursuant to the~~

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~~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 UAW General Motors Department and the GM Corporate Labor Staff 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 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 through the UAW-GM Center for Human Resources LMC and/or VEBA Trust Funds subject to the approval of the ~~Executive Board—Joint Activities:~~ Board of Trustees of the LMC and VEBA Trusts.

It is agreed that such representatives shall function in accordance with governing provisions of the ~~GM-UAW~~ UAW-GM National Agreement germane to their area of focus.

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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 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~~Board of Trustees of the LMC and VEBA Trusts 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,

Michael O. Perez
Vice President
GMNA Labor Relations

[See Par. (49),(23)]
[See Memo-Joint Activities]
[See Memo-Training; Memo-Attendance]
[See Memo-Human Resource Development]
[See Doc. 7,39,40,88,105]

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Doc. No. 62

**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 85% 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 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)

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DATE INITIALED: SEP 8 2023

INITIALED BY PARTIES: MP MEY

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 GM-UAW National Apprentice Committee ~~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 applicable period 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 completion of the coursework, external candidates will be included on STARC ready lists for the calendar year applicable period 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 and September 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.

Michael O. Perez
Vice President
GMNA Labor Relations

[See Par. (127)(d)(1)]

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Doc. No. 63

**JOB SECURITY - APPRENTICE
TRAINING AND JOURNEYPerson
DEVELOPMENT**

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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 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 20 23 National Agreement provided that qualified candidates can

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DATE INITIALED: OCT 24 2023

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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~~(650) apprentices during the term of the 2019~~23~~ National Agreement. The number of apprentices will be calculated on a one-time basis during the 2023 National Agreement at a ratio of one (1) apprentice for every two (2) journeypersons. This calculation will be based on the number of skilled trades journeypersons in active status at all manufacturing and engineering locations within the apprenticeable skilled trades classifications who are sixty-one (61) years of age or older, as of the Monday following January 31, 2024. Notwithstanding the above formula, the parties agree that during the term of the 2023 National Agreement, application of the formula shall not result in excess of 650 new apprentices. Requests for apprentices, the rate of placement, forecasted requirements, classifications, and placement locations will be reviewed and mutually agreed to by the National Parties consistent with other understandings regarding skilled trades job security. If a mutual agreement cannot be reached, the issue will be escalated to the next level of leadership of the National Parties for resolution.

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).

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,

Michael O. Perez
Vice President
GMNA Labor Relations

[See Par. (127)(d)(1),(127)(d)(2),(130)]
[See Par. (131),(152)]

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Doc. No. 77

LOCAL UNION PRESIDENTS

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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

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INITIALED BY PARTIES: MP MSY

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-twenty~~ (24) 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,

Michael O. Perez
Vice President
GMNA Labor Relations

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SKILLED TRADES WORKING IN PRODUCTION

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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 ~~2023-19~~ 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.
- "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

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INITIALED BY PARTIES: MP MSY

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 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

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National Apprenticeship 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.

- 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**

- 1st Matching Trade - **In Plant**
- 2nd Matching Trade - **Area Hire**
- 3rd Matching trade - **Extended Area Hire***
 - *Offers extended on voluntary basis
 - No Penalty for declined offers
- 4th Related Trade - **In Plant** (Doc #112 JIT)
- 5th Non-Related Trade - **In Plant** (Doc #63 JIT)
- 6th Related Trade - **Area Hire** (Doc #112 JIT)
- 7th Non-Related Trade - **Area Hire** (Doc #63 JIT)

**Employees transferred thru special transfer
agreements (e.g. SEHO & SEPO) with
Skilled Credentials**

- 8th Matching Trade - **In Plant**
- 9th Matching Trade - **Area Hire**
- 10th Matching trade - **Extended Area Hire***
 - *Offers extended on voluntary basis
 - No Penalty for declined offers
- 11th Related Trade - **In Plant** (Doc #112 JIT)
- 12th Non-Related Trade - **In Plant** (Doc #63 JIT)
- 13th Related Trade - **Area Hire** (Doc #112 JIT)
- 14th Non-Related Trade - **Area Hire** (Doc #63 JIT)

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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 ~~2023~~2019 UAW-GM National Agreement, have been given the opportunities to be placed in a skilled trades position.

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

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DELETE

Doc. No. 87

**COLA CALCULATION
GENERAL MOTORS LLC**

October 25, 2015

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

Attachment

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

d-87B03

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DATE INITIALED: OCT 31 2015

INITIALED BY PARTIES: MP msy

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DELETE

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.

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OCT 31 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

Doc. No. 89

EMPLOYEE PLACEMENT SYSTEM – EXPENSES

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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 Board of Trustees of the UAW-GM Labor Management Committees Trust Fund for their approval.

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

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DATE INITIALED: SEP 26 2023

INITIALED BY PARTIES: MP msy

Doc. No. 92

RATIFICATION LUMP SUM PAYMENT

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

During the current negotiations, the parties agreed to provide a lump sum payment of \$115,000 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;
- 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)
 - Formal (Paragraph 104)
 - Sickness and Accident (Paragraphs 106/108)
 - Military (Paragraphs 112 or 218a)
 - Educational (Paragraph 113);

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DATE INITIALED: _____

INITIALED BY PARTIES: MP MSY

- Employees, represented by the Union, otherwise eligible with retirements processed for an effective date of November 1, 2023+9.

The parties additionally agreed to provide a lump sum payment of ~~\$4,500~~ \$5,000 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,

Michael O. Perez
Vice President
GMNA Labor Relations

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Doc. No. 93

BEREAVEMENT VACATION WITH PAY

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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, current spouse's parent, child, grandchild, 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).

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

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SEP 14 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

Doc. No. 99

GM POLICY REGARDING ANTI-HARASSMENT

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

The following is partial text from of the current General Motors written and published policy of General Motors regarding anti-harassment. General Motors' full Policy Prohibiting Discrimination and Anti-Harassment is available in GM's U.S. HR Policy along with California and New York supplements.

~~"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, or gender identity/expression) are inappropriate for the GM work environment. Likewise, lewd, vulgar, or profane gestures, and unwanted touching may be offensive and~~

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DATE INITIALED: OCT 24 2023

INITIALED BY PARTIES: MP mey

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."

"GM does not tolerate and prohibits discrimination or harassment of or against our job applicants, contractors, interns, volunteers, or employees by any employee, supervisor, vendor, customer, or third party based on an individual's protected characteristics. Non-disclosure Agreements & Arbitration Agreements do not prevent reporting of discrimination or harassment claims."

"For purposes of this policy, 'protected characteristics' include an individual's actual or perceived race, color, creed, religion, national origin, ancestry, citizenship, immigration status, age, sex or gender [...], gender identity or gender expression, sexual orientation, [...], physical or mental disability, protected medical condition as defined by applicable state or local law, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances."

"Union-represented employees may choose to raise such concerns to their union representatives. This is appropriate and understandable; however, such action will not necessarily result in notification to GM management of your concern so it is important to ensure the concerns are also reported using established company channels so GM can investigate and take 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,

Michael O. Perez
Vice President
GMNA Labor Relations

[See Preface, Par. (6a),(63),(76),(77)]
[See Doc. 30,31,32,33]

DELETE

Doc. No. 101

COLA CALCULATION CONVERSION

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

October 25, 2015

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.

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

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OCT 31 2023

DATE INITIALED: _____

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INITIALED BY PARTIES: MP msy

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

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Doc. No. 105

**HEALTH & SAFETY REPRESENTATIVES
ROLE AND RESPONSIBILITY**

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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 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~~ Board of Trustees UAW-GM Labor Management Committees Trust.

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

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DATE INITIALED: OCT 6 2023

INITIALED BY PARTIES: MP mey

[See Doc. 7, Sec. III, Sec. VI; 46]

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JOINT LEARNING CENTERS – TRAINING IN PLANT

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

During these negotiations the parties discussed the continued need for educational opportunities and training for employees, their spouses, and retirees through existing in-plant or other dedicated, accessible, and adequate facilities approved by the Local Joint Activities Committee. The parties agreed that maintaining an environment that encourages continuous learning has a positive impact on the Company, the Union, and the community at large. Sustaining a continuous learning environment that supports the needs of the business and the individual goals of the workforce requires a new and creative approach to educational and training opportunities. In this regard, it was agreed that the UAW-GM Joint Skill Development and Training Committee ~~upon approval of~~ through the Board of Trustees of the UAW-GM Voluntary Employees' Beneficiary Association Trust Fund would continue to provide learning opportunities for employees, their spouses and retirees through each plant's Joint Learning Center.

Joint Learning Centers will offer a variety of classes using traditional methods along with the latest in self-paced learning technologies that focus on advancing skills directly applicable to the workplace, the acquisition of pre-requisite skills for workplace advancement, and skill preparation for a college program. It was agreed that the Joint Learning Centers will offer educational opportunities in the following areas:

- Technical Skills: Provides basic technical skills commonly used in the workplace and includes

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DATE INITIALED: _____

INITIALED BY PARTIES: MP MSY

topics such as reading comprehension, spatial relations, basic blueprint reading, technical mathematics, etc.

- **Communication Skills:** Provides educational opportunities to ensure effective communication skills in the area of active listening, workplace writing, technical writing, presentation development and delivery.
- **Computer Applications:** Provides basic computer skills commonly used in the workplace such as computer fundamentals, software applications, keyboarding, internet navigation, etc.

Additionally, referral information for various community educational programs will be provided when in-house offerings do not meet personal educational needs of individuals. Adult Basic Education, High School Completion, English as a Second Language, and General Education Development will be covered under the provisions of the Tuition Assistance Program.

The Board of Trustees of the UAW-GM Voluntary Employees' Beneficiary Association Trust Fund, will make available the necessary funding to operate the Joint Learning Center program as outlined in the agreed upon Joint Learning Center Funding Footprint in coordination with the UAW-GM-National Joint Skill Development and Training Committee. Each UAW-GM location will be allocated annual funds to support Joint Learning Center operations based upon active plant population. Plants must submit Joint Learning Center plans by November 1 for approval in the following year. Hardware, software, training materials, and contracted instructional services used at the Joint Learning Centers are subject to approval by the UAW-GM Joint Skill Development and Training Committee.

The UAW-GM Joint Skill Development and Training Committee will be responsible for developing and disseminating curricula and program guidelines used to locally administer Joint Learning Center activities. Annual contracts with a Local Educational Agency for full or part-time instruction will not be permitted. Individual training courses that require instruction by an outside educational provider will require prior approval by the Board of Trustees of the UAW-GM Voluntary Employees' Beneficiary Association Trust Fund on a course-by-course basis.

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Curriculum will be jointly developed by the Local Joint Training Representatives and approved by the Local Joint Activities Committee. Local parties will focus Learning Center use and curriculum decisions to support individual's training/educational needs. The Local Joint Activities Committee will determine and approve available project staff hours, hours of operations, and after-hours access to the Joint Learning Centers. In addition, these facilities may be used for other appropriate training when approved by the Local Joint Activities Committee.

If a plant constituting a local bargaining unit is scheduled to be idled or closed, the local parties will notify the Board of Trustees of the UAW-GM Voluntary Employees' Beneficiary Association Trust Fund of their proposed plan to alter services for participants enrolled in the plant's Joint Learning Center.

The program will be jointly administered by the UAW-GM Joint Skill Development and Training Committee. Funding for this program will be provided through the UAW-GM Voluntary Employees' Beneficiary Association Trust Fund which will determine total annual funding and expenditures for this program.

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

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Doc. No. 108

WORK/FAMILY PROGRAM

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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~~ Board of Trustees of the UAW-GM Labor Management Committees Trust Fund or the UAW-GM Voluntary Employees' Beneficiary Association Trust Fund.

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

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DATE INITIALED: SEP 15 2023

INITIALED BY PARTIES: MP msy

Doc. No. 109

PRE AND POST RETIREMENT PROGRAM

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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 Board of Trustees of the UAW-GM Labor Management Committees Trust Fund.

The expenditures for this program are referenced in the Memorandum of Understanding-Joint Activities.

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

MSØ

DATE INITIALED: SEP 8 2023

INITIALED BY PARTIES: MP MSØ

[See Memo-Joint Activities]

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Doc. No. 110

**DISLOCATED WORKERS
(PRE-POST LAYOFF SERVICES AND
ORIENTATION)**

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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—Board of Trustees of the UAW-GM Labor Management Committees Trust Fund and/or Board of Trustees of the UAW-GM Voluntary Employee's Beneficiary Association Trust Fund 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

The GM Labor Staff will notify the UAW-GM Joint Skill Development and Training Committee ~~National Parties~~ as

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DATE INITIALED: SEP 15 2023

INITIALED BY PARTIES: MP msy

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 Board of Trustees of the UAW-GM Labor Management Committees Trust Fund and/or Board of Trustees of the UAW-GM Voluntary Employee's Beneficiary Association Trust Fund.

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

[See Memo-Joint Activities]

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Doc. No. 114

EAP – EARLY INTERVENTION

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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/issues.

The parties recognize the importance of proactive measures in identifying and addressing employee behavioral issues. To support this objective, the UAW-GM Joint Work/Family Committee of the LMC Trust will develop training and/or awareness resources to enhance the knowledge of leadership in recognizing early indicators that may contribute to behavioral issues.

The awareness resource material may include, but not be limited to, early intervention signs and symptoms, mental health awareness and identifying behaviors. The UAW-GM Joint Work/Family Committee of the LMC Trust will jointly agree upon the format, timing, delivery and tracking of such resources. The Local UAW-GM Work/Family Committee will be T3 trained to share this material as deemed necessary and appropriate.

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

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DATE INITIALED: SEP 11 2023

INITIALED BY PARTIES: MP MSY

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~~issues may be linked to medical and personal causes and to strongly encourage them to seek assistance. In many cases this could be accomplished through referral to the local Work/Family Program Committee.

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations
[See Doc. 39]

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Doc. No. 120

OUTSOURCING MORATORIUM

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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 includes~~, -but is 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 already announced per the 2023 investment letter in UAW-GM locations -~~as of the effective date of this Agreement, and those announced during the life of the 2023 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

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OCT 30 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

change in program name will not alter the commitments made in this moratorium.

The Parties recognize an the following exceptions to the provisions of the above paragraphs:

- ~~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).~~
- The S233 program announced to be produced in Spring Hill 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.

If the above program exception is reallocated, the parties agree that the associated investment letter will be re-opened for discussion and resolution.

~~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 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~~8~~ National Negotiations.

With regard to GMCH, it is understood that the Moratorium on Outsourcing will include current product

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being produced, as well as products already announced, both as of the effective date of this agreement and those announced during the life of the 2023 Agreement 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 2023 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
- e. It is understood that sourcing decisions made prior to the effective date of the 2023 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~~ announced 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

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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 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.

In the event the Company violates the commitments set forth in this letter, the Union has the right to strike after utilizing the bargaining procedure provided in Paragraph (117).

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

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Doc. No. 121

ADAPT PROGRAM

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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.

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~~ shall complete an ADAPT Program entry form and submit the form to ADAPT. ~~or waive the right to participate in the ADAPT Program. Employees electing to complete the ADAPT Program entry form will~~

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INITIALED BY PARTIES:

MP MSY

~~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. Each step of the current UAW-GM ADAPT 6 Step process as defined in the ADAPT Implementation guide is to be followed. Any changes deemed necessary and appropriate to the UAW-GM ADAPT 6 step process will be jointly agreed upon by the UAW-GM Joint ADAPT Committee of the LMC Trust prior to implementation. 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-UAW-GM Joint ADAPT Committee of the LMC Trust 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 or Key 4 member)
- 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.

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~~ UAW-GM Joint ADAPT Committee of the LMC Trust 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~~ UAW-GM Joint ADAPT Committee of the LMC Trust will continue to monitor the Program and

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provide guidance and training. Furthermore, it was agreed that an ADAPT Basic Training certification process will be established by the ~~National Parties-UAW-GM Joint~~ ADAPT Committee of the LMC Trust 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 Board~~ of Trustees of the UAW-GM Labor Management Committees Trust Fund. Additionally, it is mandatory that all Disability Team members participate in ~~the initial~~ ADAPT training unless otherwise determined by the UAW-GM Joint ADAPT Committee of the LMC Trust. 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-UAW-GM Joint~~ ADAPT Committee of the LMC Trust in writing for resolution using the process outlined in the current ADAPT Training manual and implementation guide.

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

[See Par. (6a),(46),(63),(72)]
[See App. A]

2163

Doc. No. 123

JOINT ACTIVITIES FUNDING

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

We have managed to find common ground on many of the issues involved in these negotiations. Nowhere has that been more evident than in our mutual treatment of issues involving education and training and other programs of joint interest to better our employees and enhance their job security by strengthening the competitive position of General Motors. Our deliberations in this area are in step with congressional and private sector initiatives toward a new era of cooperative labor relations.

In this regard, cooperative labor relations with respect to the joint arena can be accomplished only when activities are jointly approved, developed, implemented, monitored, and evaluated. Furthermore, decisions must be arrived in a setting which is characterized by the parties working together in an atmosphere of trust; making mutual decisions at all levels of administration which respect the concerns and interests of the parties involved; sharing responsibility for the problem solving process; and sharing the rewards of common goals.

In these negotiations, we have agreed to a Memorandum of Understanding – Joint Activities that establishes a new structure for funding our joint programs in a manner that reflects the parties' commitment to sound oversight, governance and accountability, including strict financial controls. We will continue to ensure that the projects, programs and events which are supported in whole or in part with these funds provided through the Board of Trustees and of the UAW-GM Labor Management Committees Trust Fund and/or the UAW-GM Voluntary Employees' Beneficiary Association Trust Fund do in fact

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INITIALED BY PARTIES: MP MEY

keep us communicating on all levels, consistent with the objectives set forth above.

We agree these funds will continue to be used to help solve mutual problems which may not be collective bargaining problems. They will continue to be used to make General Motors and its employees more competitive in a global economy. In this regard, we jointly sponsor conferences, workshops, seminars and meetings to promote cooperative efforts on related subjects, and where appropriate, invite academic, professional, government, labor and industry representatives to attend and participate. In addition, we understand that while this funding is intended for education, training and development of UAW bargaining unit employees, there are situations where it will be natural for some salaried employees to receive the same training or participate in the same program where doing so is consistent with the Trust Documents created pursuant to the Memorandum of Understanding – Joint Activities. Expenses for non-bargaining unit employees may be funded provided the applicable Board of Trustees agree.

Further, the jointly sponsored projects, programs and activities are designed to promote public awareness of General Motors products (including the quality and reliability of such products), General Motors workforce and its role in producing high quality products, and the relationship between General Motors and the collective bargaining representatives for General Motors employees.

We also recognize that as representatives of organizations such as the UAW and General Motors, which are viewed by most as key to the vibrancy of many local economies and the national economy, we are expected to be responsible citizens and caring neighbors. Therefore, we have supported research projects or efforts by other training, educational or cultural institutions which through education and exposure promote our goals of labor and management cooperation in the workplace.

We have pledged that ~~this ese joint-funds~~ joint activities funding will continue to be used to enhance all our employees' involvement in, and appreciation for, decisions that affect their lives. ~~We look to the UAW's continued cooperation in that regard in~~ Together, the UAW and GM will jointly continue to identify, develop, and deliver identifying and developing with us meaningful projects

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which will assist their members, and our employees, in reaching that objective.

The parties further agree that new programs and activities designed to enhance the welfare and job security of UAW-represented employees may be funded by the Board of Trustees of the UAW-GM Labor Management Committees Trust Fund and/or the UAW-GM Voluntary Employees' Beneficiary Association Trust Fund, under the provisions of the Memorandum of Understanding Joint Activities contained in the ~~2023~~19 Agreement between General Motors Corporation and the UAW.

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

[See Memo-Joint Activities]

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Doc. No. 126

PROCEDURE TO CORRECT PAY SHORTAGES

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

During these negotiations, the parties had lengthy discussions regarding employee pay. Management recognizes the importance of accurate and timely payment to employees.

As such, this will confirm the Company's commitment to 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 by the end of the shift.
- 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).~~
- The payment will be available via Electronic Fund Transfer (EFT) into the employee's account identified in the payroll system unless the employee requests that their payment be made available by end of the next workday, excluding weekends and holidays, utilizing payroll methods determined by Management (e.g., Paycard, etc.).

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DATE INITIALED: _____

INITIALED BY PARTIES: MEJ MP

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

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Doc. No. 127

ENGINEERED NANOMATERIALS

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

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 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.

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DATE INITIALED: OCT 6 2023

INITIALED BY PARTIES: MP mey

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~~ NJC 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~~ NJC agrees 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,

Michael O. Perez
Vice President
GMNA Labor Relations

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Doc. No. 132

TRANSITION CENTERS

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

During the current negotiations, the parties discussed the need for joint programs to be made available to employees who are in transition centers as a result of a plant closing or a reduction in the workforce where recall or future GM placement is unlikely.- Specifically, the discussions included programs as follows:- Basic Skill Enhancement, College/Vocational Skill Enhancement, Financial Planning, Pre/Post-Retirement, Employability Skills and Layoff Services.

It was agreed that where a transition center(s) is jointly established, the Local Joint Activities Committee with the assistance of the ~~National Parties~~ UAW-GM Joint Skill Development and Training Committee, the Board of Trustees of the- UAW-GM Labor Management Committees Trust Fund and/or the UAW-GM Voluntary Employees' Beneficiary Association Trust Fund will develop a plan for the implementation of joint programs –based on input obtained from the respective Group/Division Labor Relations Director and UAW-GM Department Servicing Representative.- Thereafter, a transition team will be formed to implement the plan.

Upon approval of the plan, the transition team will organize and administer the joint programs through the Transition Center.- The transition team will be trained as directed by the Board of Trustees of the UAW-GM Labor Management Committees Trust Fund and/or the UAW-GM Voluntary Employees' Beneficiary Association Trust Fund and/or their designated representatives.

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INITIALED BY PARTIES: MP MEY

Costs for these programs will be provided through government funding, if available, and/or pursuant to the Trust Documents created in accordance with the Memorandum of Understanding – Joint Activities, where appropriate.

The need for these joint programs at transition centers will be reviewed by the Board of Trustees of the UAW-GM Labor Management Committees Trust Fund and/or the UAW-GM Voluntary Employees' Beneficiary Association Trust Fund on an on-going basis.

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

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Doc. No. 143

IMPLEMENTATION OF PARAGRAPH (76a)

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

During these negotiations, the parties had lengthy discussions regarding the implementation of Paragraph (76a) of the National Agreement and investigations related to such disciplinary interviews. Management reaffirms its commitment to allow employees the opportunity to answer the charges for which discipline is being considered.

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. Accordingly, the parties reaffirm the importance of communicating pertinent information to the Union on which Management has relied when issuing a suspension. Timely resolution of investigations is the mutual objective of the National Parties, therefore when an investigation involving a suspended employee extends beyond a reasonable period of time, the local parties may refer the issue to the National Parties. Relative to represented employees, where discipline is being contemplated, the Company is committed to keeping the Union up to date regularly on the status of ongoing investigations.

The National Parties also recognize the impact that multiple Paragraph (76a) interviews can have on employees and commits to working toward reducing the need for multiple interviews where possible. However, it is

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DATE INITIALED: _____

INITIALED BY PARTIES: _____

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MEY

recognized that more than one interview pursuant to Paragraph (76a) may be appropriate or necessary, including where additional facts or information has been discovered.

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

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NEW

Paid Parental Leave

GENERAL MOTORS LLC

DATE

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

Dear Mr. Booth:

During these negotiations, the parties discussed Paid Parental Leave (PPL). As such effective January 1, 2024, employees may be eligible for up to two (2) work weeks of paid time off to bond with a child who has been added to the employee's family via birth (including through surrogacy), or placement through adoption or foster care.

Employees must meet the following criteria to be eligible:

- Regular active employee with one (1) year of seniority
- Worked at least 1,250 hours during the twelve (12) consecutive months prior to the date the leave begins

PPL Administration Guidelines are as follows:

- Employees are required to submit an application thirty (30) days in advance of the date the leave would begin and provide documentation establishing the employee's need and eligibility, unless there are extenuating circumstances, in which case the application and supporting documentation must be submitted as soon as practicable
- Failure to provide proper notice and documentation within fifteen (15) calendar days of a request for leave will result in the denial of such leave, unless despite good faith efforts,

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DATE INITIALED: _____

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notice and documentation could not be provided within the established time frame

- PPL must be taken within a year of birth or placement of the child
- Employees may request leave for up to a maximum of two (2) normally scheduled work weeks (excluding pay for weekends)
 - PPL must be taken in one-week increments
 - Company holidays that occur during a week when an employee is taking PPL will not extend the employee's total PPL entitlement
- Each eligible employee may use PPL no more than two (2) times per calendar year, and each time must be for a separate qualifying birth or placement event
- The birth or placement of multiple children at the same time qualifies as one event for which an eligible employee may take up to two (2) weeks of PPL
- PPL is only available for the placement of a child through adoption or foster care who is under the age of 18 or age 18 or older and incapable of self-care because of a mental or physical disability
- PPL and FMLA leaves will run concurrently
- Retroactive PPL claims will not be allowed
- PPL will be compensated at 100% of the employee's regular base wages (e.g., excluding premiums, allowances, overtime, etc.)
- Health care, life insurance and disability coverages will remain in effect during the leave
- PPL weeks will not be taken into consideration for Personal Savings Plan contributions, Profit Sharing payments, weeks worked for in progression, or vacation payout calculations
- In the event an employee is eligible for state paid leave benefits, the employee's PPL amount will be offset by such state paid leave benefits, where allowed by law
 - Total compensation the employee receives through both leaves cannot exceed the employee's regular base wages for the week

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Employees may make application by contacting the
GM Benefits & Services Center (GMBSC) at 1-800-
489-4646.

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

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NEW

Temporary Employee Bereavement

GENERAL MOTORS LLC

DATE

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

Dear Mr. Booth:

Full-time temporary employees with 90 or more days of continuous service will be eligible for bereavement under paragraph 218b. Part-time temporary employees with 90 or more days of continuous service will be eligible for bereavement under paragraph 218b, with appropriate adjustment for schedules that include Saturdays and Sundays as normal workdays in determining the appropriate straight time wage rate. Part-time temporary employees eligible for bereavement will be excused under the provisions of this document and receive payment if they would have otherwise been scheduled to work on any of the three (3) or (5) days (as appropriate) immediately following the date of death of an immediate family member as defined in paragraph 218b.

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

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OCT 30 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

NEW

**UAW-GM SCHOLARSHIP PROGRAM FOR
DEPENDENT CHILDREN**

GENERAL MOTORS LLC

DATE

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

Dear Mr. Booth:

During these negotiations, the parties discussed the importance of continuing education for college-aged dependent children of UAW-represented employees. In this regard, the International Union and the Corporation have agreed to establish a UAW-GM Scholarship Program for Dependent Children. Within 120-days of ratification of the 2023 UAW-GM National Agreement, the UAW-GM Joint Skill Development and Training Committee with approval by the Board of Trustees of the UAW-GM Voluntary Employees Beneficiary Association Trust Fund will develop the program process and guidelines.

The UAW-GM Joint Skill Development and Training Committee established by the Board of Trustees of the UAW-GM Voluntary Employees Beneficiary Association Trust Fund will direct the delivery of the program based on the following parameters:

- Eligibility: Dependent children of active UAW-represented employees who are pursuing post-secondary education or training at an institution accredited by a governmental or nationally recognized agency are eligible to apply for continuing education support. For purposes of this program, the definition of dependent children will be defined as:
 - Child of employee or employee's spouse by birth, legal adoption, or legal guardianship.

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DATE INITIALED: OCT 28 2023

INITIALED BY PARTIES: MP msy

- Unmarried dependent child (age 26 and under at the time of course enrollment).
- Amount of Support: The scholarship and reimbursement amount is limited to an annual maximum benefit award of \$1,600 per dependent for tuition and/or compulsory fees.
- Requirement/Process:
 - Properly processed scholarship application completed and approved per the policy set forth by the UAW-GM Joint Skill Development Training Committee of the Voluntary Employees Beneficiary Association Trust Fund including:
 - Verification of satisfactory completion of semester coursework
 - Verification of dependency
 - Verification of payment
- Funding: Funding for this program, including administrative costs, will be provided through the MOU of Joint Activities. Total annual funding and expenditures for this program will be determined by the Board of Trustees of the UAW-GM Voluntary Employees Beneficiary Association Trust Fund. The amount and number of scholarships made available annually will be determined and communicated by the UAW-GM Joint Skill Development and Training Committee and/or Board of Trustees of the UAW-GM Voluntary Employees Beneficiary Association Trust Fund.
- Administrative procedures: The Program will be jointly administered by the UAW-GM Joint Skill Development and Training Committee of the Voluntary Employees Beneficiary Association Trust Fund.
- Payments under the UAW-GM Scholarship Program for Dependent Children will be subject to applicable federal, state, and local income tax provisions.

The UAW-GM Joint Skill Development and Training Committee with approval of the Board of Trustees of the UAW-GM Voluntary Employees Beneficiary Association

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Trust Fund has the authority and discretion to interpret the terms of the Scholarship Program, including but not limited to, the authority and discretion to approve schools and courses, and to issue guidelines.

The Grievance procedure set forth in the current UAW-GM National Agreement has no application to, or jurisdiction over, any matter related to this program.

Very truly yours,

Michael O. Perez
Vice President
GMNA Labor Relations

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DELETE

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,

Doneen M. McDowell
Vice President
GMNA Labor Relations

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DATE INITIALED: OCT 24 2023

INITIALED BY PARTIES: MP mey

UAW-GM ADMINISTRATIVE LETTER

MOU – Legal Services Plan Benefit

GENERAL MOTORS LLC

DATE

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

Dear Mr. Booth:

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 2023 ~~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 trustee 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.

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INITIALED BY PARTIES: MP MSY

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). a surplus when all contributions under the 2019 agreement have been made and the Company shall utilize its portion of the surplus towards its payment obligation as discussed below. The Company will make contributions to the Plan in February of each year during which the 2023 agreement is in effect -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 multiplied by 1.025. For 2028, the Company will only contribute one-half of its annual

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obligation which will not exceed \$4,238 million. The Company shall utilize its portion of the surplus towards the annual payments as follows: In 2024, one-quarter of the surplus; in 2025, one-third of the remaining surplus; in 2026, one-half of the remaining surplus and in 2027 one-half of the remaining surplus. For the avoidance of doubt the yearly funding amount for each year during which the 2023 agreement is in effect 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,

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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,

Michael O. Perez Vice President
GMNA Labor Relations

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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~~2023 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-1a Temporary Employee: For purposes of the Plan only, and in accordance with the applicable memorandum of understanding entered into between GM and the UAW during-2023 negotiations, Temporary employees on their 91st calendar day of employment.

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 ~~2019-2023~~ 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 ~~2023~~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

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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 ~~2023~~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 ~~2023~~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

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(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 20232019 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.

C-7 Notwithstanding any understanding to the contrary, an Employee or Temporary Employee, as respectively defined in C-1 and C-1a above, who is receiving approved legal services provided under the Plan, shall continue to receive such approved legal services, even if such Employee or Temporary Employee separates from the Company only until their outstanding case(s) is closed with the exception of an Employee or Temporary Employee discharged for gross misconduct.

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UAW-GM ADMINISTRATIVE LETTER

SKILLED TRADES TRANSFER PROCESS

GENERAL MOTORS LLC

October 16, 2019

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

Dear Mr. Booth:

During the 2019~~23~~ 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

DATE INITIALED: _____

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OCT 24 2023

INITIALED BY PARTIES: _____

MP **MEY**

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~~ two (2) employees, 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

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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,

Michael Perez
Vice President
GMNA Labor Relations

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DELETE

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,

Doneen M. McDowell
Vice President
GMNA Labor Relations

293

OCT 30 2019

DATE INITIALED: _____

INITIALED BY PARTIES: MP MSY

DELETE

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.

Step	Original Wage Scale	Post 2019 Consolidated MFG Wage Scale
Hire	\$17.00	\$17.00
2	\$18.00	\$18.00
3	\$19.50	\$19.50
4	\$21.00	\$23.00
5	\$22.50	\$24.00
6	\$24.00	\$25.00
7	\$26.00	\$26.00
8	\$28.00	\$28.00
9	Div. Max.	Div. Max.

Very truly yours,

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OCT 30 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MSY

Doneen M. McDowell
Vice President
GMNA Labor Relations

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NEW

UAW-GM ADMINISTRATIVE LETTER

U.S. Investment

GENERAL MOTORS LLC

DATE

Michael J. Booth
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Booth:

During the term of the 2019 Agreement, GM consistently demonstrated its commitment to its U.S. manufacturing base by investing in excess of \$15.7B in its sites, which has or will create approximately 4780 well-paying jobs.

This investment is a key component of GM's growth strategy which is driven by the potential of incremental volume during the EV transition. It is GM's intention to scale its EV operations and take a leadership position in EV vehicles while continuing to dominate in ICE SUV and Truck segments. This will be enabled by investment in EV and ICE product in existing facilities to ensure maximum leverage of our existing workforce.

This strategy uniquely positions GM to state with confidence that we have opportunities for all of our employees through the EV transition. Our plans to add shifts at several assembly facilities over the life of this contract reinforces this commitment.

Further, it is important to reiterate that GM's commitment to investing in the U.S. created over \$39.2 billion worth of GDP for the American economy in 2022. To put that number in context, GM is individually responsible for nearly one quarter of all the GDP generated by US car manufacturers.

To continue building on this direction, and based on the expectation of stable demand and the ability to continue

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DATE INITIALED: OCT 31 2023
INITIALED BY PARTIES: MP MEY

producing profitably, the following major investments have been announced and are being implemented in our UAW-GM facilities:

- Electric Vehicles and Components
 - Springhill Assembly: \$2 billion for two GM EV's (1 implemented) and a future partner electric vehicle
 - Orion Assembly: \$4 billion future electric vehicles
 - Factory Zero: Future electric full-size SUV
 - Pontiac Stamping: \$40 million flexible fabrication machining
 - Bedford Casting: \$96.7 million drive unit castings
 - Defiance Casting: \$8 million EV casting cell
 - Lockport Components: \$154 million electric motor stator module
 - Technical Center: \$81 million Celestiq
 - Toledo Propulsion: \$760 million drive unit production
 - Rochester Components: \$56 million battery cooling lines, partially implemented

- ICE Vehicles
 - Marion Metal: \$491 million 2 new presses, press lines and die refurbishment
 - Flint Metal: \$233.4 million new dies
 - Parma Metal: \$71.4 million press upgrades, volume increase and future programs
 - Flint Engine: \$579 million Gen6 V8
 - Bay City: \$216 million Gen6 V8 parts
 - Rochester Components: \$12 million Gen6 V8 parts
 - Bedford Casting: \$7 million add die casting capability
 - Defiance Casting: \$79 million casting for Gen6 V8 engine and parts
 - LDT: \$100 million next generation Acadia to include Traverse and Enclave
 - Flint Assembly: \$63 million for additional volume capability, \$788 million next gen truck

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- Arlington Assembly: \$55 million support volume capability, \$500 million next gen large SUV
- Ft. Wayne Assembly: \$55 million support volume capability, \$632 million next gen truck

Through these negotiations the following additional investment commitments have been made:

- Electric Vehicles and Components
 - Fairfax Assembly: \$391 million future electric vehicle
 - Lansing Grand River Assembly: \$1.25 billion future electric vehicle
 - Tonawanda Engine Plant: \$300 million drive unit production

The parties further agreed that within twelve (12) months of ratification and through the life of this agreement, there will be sufficient work allocated to Kokomo Components to employ a minimum of 150 employees.

Additionally, the Global Vehicle Development Process (GVDP) will continue as the process whereby future facility allocations may be made throughout the life of the 2023 agreement.

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 discussed. If any changes are anticipated, the parties will discuss the situation in advance.

In the event the Company violates the commitments set forth in this letter, the Union has the right to strike after utilizing the bargaining procedure provided in Paragraph (117)

Very truly yours,

Michael O. Perez
[UAW-GM Administrative Letter]
Vice President
GMNA Labor Relations

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NEW

**EXCERPTS FROM THE MINUTES
OF CONTRACTUAL AND WAGE MATTERS
SUBCOMMITTEE**

SUBJECT: Accessibility of Earnings Statements

During the current negotiations, the National Parties discussed the concern with inactive hourly employees' ease of accessibility to previous earnings statements. The Company has confirmed to the Union such population of employees may access personal earnings statements through an external ADP link. Management will provide the necessary information to the local parties for awareness.

The current link is found at:
<https://www.gm.com/alumni>

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SEP 2 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MSY MP

NEW

**EXCERPTS FROM THE MINUTES
OF CONTRACTUAL AND WAGE MATTERS
SUBCOMMITTEE**

**SUBJECT: Battery Cell Manufacturing Joint
Venture Employees**

General Motors LLC (GM) and Ultium Cells LLC (UC) have decided to staff all represented positions within UC facilities with direct employees of GM leased to UC. Upon the effective date of the agreement, represented UC employees will transition and be included under the 2023 UAW-GM National Agreement and be leased back to UC. As such, these employees will be terminated by UC and immediately hired by GM. This commitment supersedes any prior agreement to the contrary concerning the prior termination of a UC employee from GM or any divested or spun off unit. These employees will participate in the ratification of the 2023 UAW-GM National Agreement, receive the signing bonus upon ratification and will utilize their UC hire date as the start of seniority upon transition to a direct GM employee.

All terms and conditions of the 2023 UAW-GM National Agreement, including Paragraphs, Appendices, Documents, Letters, MOUs, Supplements, Attachments etc., will apply to UC facilities excluding the tentative agreements already negotiated on: health and safety; and skilled trades. Those already negotiated items will be considered a UC supplement to the National Agreement.

Recognizing the need for operational flexibility given the early phase of development of the battery cell industry, the local parties will negotiate local agreements between the UAW and GM for leased employees at UC facilities. The local agreements will include the following:

- Wage rates with appropriate allowances in accordance with the current UC wage rates. Under no circumstances, however, will the wage rates fall below 75% of the maximum wage

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DATE INITIALED: OCT 3 1 2023

INITIALED BY PARTIES: MP MSY

rates (production and skilled trades) in the National Agreement.

- A most favored nations commitment, including 401(k) and spousal health care when they become effective at Stellantis.
- All issues traditionally bargained at the local level in UAW-GM bargaining units.
- Additional issues, including other tentative agreements already negotiated, may be bargained at the local level, with approval of the National Parties, if required by the operational needs of the business.
- Pending resolution of the local agreements, current operating practices will continue.
- Transferability:
General Motors LLC (GM) and the UAW will enter into an MOU providing for the transferability of eligible GM employees to the battery manufacturing plants operated by Ultium Cells LLC. The following categories of eligible GM employees will have the transfer rights indicated below: (1) former employees who were active at Lordstown Assembly Complex on November 26, 2018, who remain active with GM will be eligible to transfer to available positions at the Ultium Cells facility in Warren, OH (UC-1) for a period of six months from the effective date of the 2023 National Agreement; (2) once the Union represents hourly employees at the Ultium Cells battery manufacturing plants in Springhill (UC-2) and Lansing (UC-3), then GM hourly employees at the GM Springhill plant or the GM Lansing facilities, will have a six (6) month window following the start of production to transfer to available positions at the UC-2 and UC-3 plants, respectively; and (3) any future UC facility shall allow similar transfer options for locally matched GM facilities as provided in (2) above; and (4) if a UAW-represented employee employed at an engine/transmission plant, component plant, casting plant, stamping plant or assembly plant owned and operated by GM and covered under the terms of the UAW-GM National Agreement is placed on Indefinite Layoff ("ILO") as a result of a GM decision to replace production of ICE vehicles with production of EV vehicles, such employees will

301

have the ability to transfer to an available position at an Ultium Cells plant. On the effective date of any such transfer to an Ultium Cells plant, the employee will continue to receive the same wages and benefits as before their transfer, as provided under the National Agreement and will retain their seniority date. All other terms of the employee's employment will be governed by the applicable labor agreement. If a UAW-represented employee employed at an Ultium Cells plant is indefinitely laid off, such employees will have transfer rights in accordance with Appendix A of the National Agreement.

302

NEW

**EXCERPTS FROM THE MINUTES
OF WAGE ADMINISTRATION
SUBCOMMITTEE**

SUBJECT: CCA Traditional Wage

During the course of these negotiations, the parties discussed wage progression tables, including the wages related to CCA Traditional employees. CCA Traditional employees are identified as those regular, active employees hired prior to October 16, 2007. Such employees will move to the maximum wage rate identified on the in-progression wage table in the Memorandum of Understanding UAW-GM Wage & Benefit Agreement for Employees In-Progression.

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DATE INITIALED: OCT 31 2023
INITIALED BY PARTIES: MP MEY

NEW

**EXCERPTS FROM THE MINUTES
OF CONTRACTUAL AND WAGE MATTERS
SUBCOMMITTEE**

SUBJECT: Doc. 8 Record Adjustment

During these negotiations, discussions between the parties have resulted in the following understanding regarding adjustments to Attendance Improvement Steps issued under the terms of the 2019 Special Procedure for Attendance.

Employees who have active Attendance Improvement Steps on record will have their record adjusted as follows:

Effective on the second Monday following notice of ratification of the 2023 GM/UAW National Agreement, the last and most recent Attendance Improvement Step issued (excluding Step 6) will be expunged and removed from the employee's record. There is no entitlement to back pay as a result of this record adjustment. Following this adjustment, any future Attendance Improvement Step to be issued will progress from the remaining most recent Attendance Improvement Step remaining on the record, providing the time on record has not been exceeded. All grievances related to the Attendance Improvement Step being removed will be considered settled upon the removal date.

Discharges issued under Doc 8 that have previously been settled on the basis of reinstating the employee under the terms of a Last Chance Agreement (LCA) are not covered by this Record Adjustment and such employee remains employed under the terms and conditions of their respective LCA.

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SEP 11 2023

DATE INITIALED: _____

INITIALED BY PARTIES: _____

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MP MEJ

NEW

**EXCERPTS FROM THE MINUTES
OF CONTRACTUAL AND WAGE MATTERS
SUBCOMMITTEE**

SUBJECT: Earnings Statement Pilot

The parties held lengthy discussions regarding the complexity of Earnings Statements (e.g., line-item descriptions) during these negotiations. Accordingly, Management advised the Union of an ongoing study that will result in a 2024 pilot aimed to simplify the descriptions of the Earning Statements.

305

SEP 8 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

NEW

**EXCERPTS FROM THE MINUTES
OF CONTRACTUAL AND WAGE MATTERS
SUBCOMMITTEE**

SUBJECT: GM Subsystems Manufacturing LLC

All current employees covered under the 2021 GM Subsystems Manufacturing, LLC Master Agreement and GM Subsystems Manufacturing, LLC Brownstown Plant Agreement will transition and be included in the Recognition Clause, Paragraph 1, of the 2023 UAW-GM National Agreement. All current employees covered under the 2021 GM Subsystems Manufacturing, LLC Master Agreement and GM Subsystems Manufacturing, LLC Brownstown Plant will be reconstituted as their own Departments under the 2023 UAW-GM National Agreement and will retain all elected and appointed positions covered under the 2021 GM Subsystems Manufacturing, LLC Master Agreement and GM Subsystems Manufacturing, LLC Brownstown Plant Agreement until such time as those positions would be up for election. Subsystems employees will utilize their Subsystems hire date as the start of seniority upon transitioning under the GM National Agreement. With the sole exception of the previously aforementioned elected and appointed positions and seniority date, all terms and conditions of the 2023 UAW-GM National Agreement, including Paragraphs, Appendices, Documents, Letters, MOUs, Supplements, Attachments, etc. will apply, and all provisions of the 2021 GM Subsystems Manufacturing, LLC Master Agreement and GM Subsystems Manufacturing, LLC Brownstown Plant Agreement will be considered null and void except to the extent the GM Subsystems LLC Brownstown Plant Agreement contains local issues. Upon expiration of that agreement the parties will bargain a new local agreement. As the Brownstown Battery Assembly plant operates within a leased facility, the parties understand that there may be a need, upon the expiration of the lease, for work to be transferred to another GM location. Should that occur the impacted employees will have access to the provisions of Paragraph (96) of the UAW-GM 2023 National Agreement.

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DATE INITIALED: OCT 31 2023
INITIALED BY PARTIES: MP MEY

NEW

**EXCERPTS FROM THE MINUTES
OF CONTRACTUAL AND WAGE MATTERS
SUBCOMMITTEE**

SUBJECT: GMCH

During these negotiations, the parties discussed concerns regarding GMCH site locations. As a result of those discussions, it was mutually agreed that all GMCH sites would be covered under the provisions of Document 13.

307

DATE INITIALED: OCT 31 2022
INITIALED BY PARTIES: MP MSY

NEW

**EXCERPTS FROM THE MINUTES
OF CONTRACTUAL AND WAGE MATTERS
SUBCOMMITTEE**

SUBJECT: Medical Services

During these negotiations, the Union raised issues regarding medical coverage within UAW-GM locations. Management reaffirms its commitment to maintain appropriate processes to ensure medical services are available to employees as needed. Concerns regarding the local plant medical processes should be first discussed between the Key 4 and if unresolved, referred to the GM Corporate Medical Staff.

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OCT 3 1 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

NEW

**EXCERPTS FROM THE MINUTES
OF CONTRACTUAL AND WAGE MATTERS
SUBCOMMITTEE**

SUBJECT: Member Information

The parties have discussed information that is currently shared with the International Union regarding its members. The Company currently provides the International Union the name, address, phone number, cell phone number, gender, ethnicity, and veteran status for their members on a monthly basis. In line with our current practice, the Company agrees to revise the report to include personal email addresses, if provided by the employee.

309

NEW

**EXCERPTS FROM THE MINUTES
OF CONTRACTUAL AND WAGE MATTERS
SUBCOMMITTEE**

**SUBJECT: Profit Sharing Impact from Material
Reallocation**

The parties had lengthy discussions regarding those facilities impacted by material reallocations and the effect it may have on team members' profit-sharing eligibility.

In the event extraordinary circumstances arise whereby the Company decides to reallocate/reroute parts from one UAW-GM facility to another GM facility to continue operations, which results in unplanned, extended downtime, the Company will consider providing a discretionary lump sum payment to those impacted team members.

The parties agree that the decision to make any discretionary lump sum payment resides with the Company based on the conditions surrounding the specific event and would be considered non-precedent setting as it relates to future situations.

310

NEW

**EXCERPTS FROM THE MINUTES
OF CONTRACTUAL AND WAGE MATTERS
SUBCOMMITTEE**

SUBJECT: Right to Refuse to Cross Picket Line

During the current negotiations, the subject of honoring picket lines was discussed at great length. Specifically, the Union raised concerns regarding an employee's right to honor a lawful, sanctioned, primary picket line on the Company's property. As a result of these discussions, the Company commits to the following:

It shall not be a violation of this Agreement and it shall not be cause for discharge or disciplinary action in the event an employee refuses to cross a lawful, sanctioned, primary picket line established by a union, provided the employee reasonably believes that crossing such a picket line would endanger their health and safety. Neither the Union nor the Company shall command, order, or direct employees with regard to the exercise of these rights. Nothing shall prevent the Company from temporarily replacing any employee who refuses to cross a lawful, sanctioned, primary picket line. Such employees will be granted an informal leave of absence, in accordance with paragraph 103 which will be extended if the labor dispute exceeds thirty days, for all working hours missed due to refusing to cross a lawful, sanctioned, primary picket line.

311

DATE INITIALED: OCT 31 2023

INITIALED BY PARTIES: MP MZJ

NEW

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**EXCERPTS FROM THE MINUTES
WAGE ADMINISTRATION**

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SUBJECT: Special Attrition Program (SAP)

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OT

During the course of these negotiations, the parties discussed a Special Attrition Program.

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The Company will offer three times, from January 2024 through the life of the agreement, a \$50,000 lump sum (pre-tax) retirement incentive for traditional employees who, at the time of the SAP offering, meet the normal or early retirement eligibility requirements.

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DB

Prior to each program, the parties will mutually agree on the timing, size and scope of the offering.

RE

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DATE INITIALED: OCT 31 2023
INITIALED BY PARTIES: MP MEY

NEW

**EXCERPTS FROM THE MINUTES
OF CONTRACTUAL AND WAGE MATTERS
SUBCOMMITTEE**

SUBJECT: Supplemental Wage Taxation

During these negotiations, the Union raised the request for separate checks for bonus payments. In response to the Union's request, the parties reviewed multiple examples of employee payroll earnings including implications separate checks would have on employee pay (e.g., garnishment assessment, deferral of profit sharing, and taxation). The parties agreed to continue the current method of issuing a single check to include earnings and bonus payments. However, on a go forward basis, the bonus portion of the check will be taxed utilizing the supplemental IRS tax rate, in effect at that time.

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DATE INITIALED: SEP 11 2023
INITIALED BY PARTIES: MP msy

NEW

**EXCERPTS FROM THE MINUTES
OF CONTRACTUAL AND WAGE MATTERS
SUBCOMMITTEE**

SUBJECT: Temporary Employees Laid Off

Temporary Employees may be laid off for up to sixty (60) days and maintain continuous service including if they return to work in another plant within the Area Hire.

314

OCT 31 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

NEW

**EXCERPTS FROM THE MINUTES
OF CONTRACTUAL AND WAGE MATTERS
SUBCOMMITTEE**

SUBJECT: Vehicle Purchase Certificate

During these Negotiations, the parties held discussions regarding the feasibility of providing vehicle purchase certificates to eligible UAW-GM active employees which may only be used in conjunction with the purchase or lease of new General Motors vehicles. Accordingly, General Motors will provide, on a one-time basis, one (1) such vehicle purchase certificate valued at \$1,500 to those eligible employees based on the following guidelines:

- Eligible employees are defined as those whose status with the Company on the effective date of this agreement is one of the following:
 - Active
 - On Temporary Layoff status
 - On leave pursuant to Family and Medical Leave Act (Doc. 125)
 - On one of the following leaves of absences which has not exceeded ninety (90) days as of the effective date of this agreement:
 - Informal (Paragraph 103)
 - 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 1st, 2023.

- A vehicle purchase certificate will be valid for the 2024 calendar year, beginning January 1, 2024, for the above eligible employees.

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- During the life of this agreement, active employees hired subsequent to the effective date of this agreement will be eligible for a \$1,500 vehicle purchase certificate that must be used within one (1) year of date of hire.
- A vehicle purchase certificate can be used in conjunction with most other GM incentives, including the Employee Discount (GMS).
- A vehicle purchase certificate may be used by active employees only. The certificate may be transferred within the household of an eligible UAW-GM active employee. Employee must be active from the time the certificate is granted to the time the vehicle is delivered.
- A vehicle purchase certificate may not be sold or otherwise transferred for consideration.

Additional details will be developed and communicated to the Union as soon as they become available.

316

NEW

**EXCERPTS FROM THE MINUTES
OF WAGE ADMINISTRATION
SUBCOMMITTEE**

SUBJECT: Wage Progression

During the current negotiations, the parties discussed employees covered by the Memorandum of Understanding UAW-GM Wage & Benefit Agreement for Employees In-Progression. Employees in step 4 and above as of October 23, 2023 will progress to the in-progression maximum rate of \$35.88.

317

OCT 31 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

NEW

**EXCERPTS FROM THE MINUTES
OF CONTRACTUAL AND WAGE MATTERS
SUBCOMMITTEE**

SUBJECT: Work Life Balance

During these negotiations the parties discussed at great length scheduling and work life balance issues. As such, the Company agrees to form or use an existing Joint Committee to explore and discuss opportunities to address work life balance issues. The Committee may consent to consider pilot programs or other initiatives aimed at improving work life balance for employees. The Committee will provide feedback on its findings prior to the expiration of the 2023 National Agreement.

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OCT 30 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MSY

NEW

**EXCERPTS FROM THE MINUTES
OF EMPLOYEE PLACEMENT
SUBCOMMITTEE**

SUBJECT: Backfill Box

After an employee transfers from a plant without excess under Appendix A, if the provisions of the backfill box have not been applied within thirty (30) days of the employee transferring, the National Parties may raise the issue for discussion.

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xbackfillA01

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DATE INITIALED: SEP 26 2023

INITIALED BY PARTIES: MP mey

NEW

**EXCERPTS FROM THE MINUTES
OF EMPLOYEE PLACEMENT SUBCOMMITTEE**

SUBJECT: Enhanced Employee Application Process

During the 2023 National Negotiations, the joint parties discussed improvements to the employee placement application process that allows employees the ability to view all active job openings. The parties have agreed to the following enhancements:

- The Company will inform the UAW Placement Department when a requisition is approved. The approved job openings will be posted in the Employee Placement System and employees who have signed up for notifications of transfer opportunities will be notified.
- Employees will have the ability to apply for job openings in the Employee Placement System.
- Approved job openings will be posted for a period of seven (7) calendar days. During this seven (7) calendar day period, employees may enter or withdraw their application at any time.
- At the end of the seven (7) calendar day period, the Company will close the job posting. Employees will then be selected per the requirements outlined in Appendix A.
- Volunteers selected for placement will be required to transfer.
- Extended Area Hire transfers will be given a minimum of three (3) weeks to transfer from selection.
- Once the requisition is filled all applications for that posting will be closed in the Employee Placement System.
- The "eligibility date" for the purpose of Appendix A transfers is the date the Appendix A posting closes.

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SEP 26 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP msy

This replaces the EXCERPTS FROM THE MINUTES
OF EMPLOYEE PLACEMENT SUBCOMMITTEE
"SUBJECT: Enhanced Employee Application Process"
from the 2019 UAW-GM Contract Settlement Agreement.

321

NEW

**EXCERPTS FROM THE MINUTES
OF EMPLOYEE PLACEMENT
SUBCOMMITTEE**

SUBJECT: Hardship Transfer Process

During the current negotiations, the National Parties discussed the “hardship transfer” process currently in place.

Consistent with the Company’s longstanding position and existing practice, that requests for transfer due to “hardships” experienced by UAW represented employees are reviewed and considered on a case by case basis. Such requests have been approved in the past, but have been limited to serious illness or imminent death of an immediate family member. In addition, approval of a “hardship” will be of a temporary nature and limited to six (6) months or less but may be extended if the circumstances that gave rise to the “hardship” have not changed.

Employees that are approved for “hardship transfer” will not receive any relocation under Paragraph 96(a) or treatment under Appendix A of the National Agreement. They will receive a base wage commensurate with the classification they are assigned at the “host” facility and they will not acquire or accrue seniority at the “host” facility. When the employee returns to their home facility, they will be placed on a job consistent with their seniority.

Additionally, employees who are approved for “hardship transfer” retain Appendix A transfer rights in the event an opening becomes available at a location to which they would like to transfer.

Requests should be made to the National Parties and final determination of whether or not an employee’s particular situation is approved and/or extended will be made by the Company’s Corporate Medical Department.

322

NEW

**EXCERPTS FROM THE MINUTES
OF EMPLOYEE PLACEMENT
SUBCOMMITTEE**

**SUBJECT: Modify Area hire for Fort Wayne
Assembly**

During the 2023 National Negotiations, the National Parties agreed to modify the Area Hire for Fort Wayne Assembly to include GMCH Kokomo.

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xareahireA01

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DATE INITIALED: SEP 26 2023
INITIALED BY PARTIES: MP msy

NEW

**EXCERPTS FROM THE MINUTES
OF EMPLOYEE PLACEMENT SUBCOMMITTEE**

**SUBJECT: Placement In Customer Care and
Aftersales (CCA)**

During these negotiations, the parties agree to an exception to the 2008 Core/Non-Core Agreement to allow any production employees from sites with excess to transfer to job openings at any CCA location in accordance with the provisions of Appendix A.

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OCT 31 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

NEW

**EXCERPTS FROM THE MINUTES
OF EMPLOYEE PLACEMENT
SUBCOMMITTEE**

**SUBJECT: Relocation Monies Paid for Withdrawn
Job Offers**

During the current negotiations, the National Parties discussed the adverse impact that withdrawn job offers can have on employees in the rare event that relocation monies have been paid and a job offer has subsequently been withdrawn.

In the event that an employee receives a job offer and receives payment for their signing bonus, as outlined in Paragraph 96a(2), there will not be a requirement for the impacted employee(s) to repay the signing bonus in the event that the job offer is subsequently withdrawn solely at Management's discretion.

In these instances, the Company is not liable for any damages incurred by the employee(s) as a result of the job offer being withdrawn. Furthermore, the Company will not owe any additional monies to employees who selected an Enhanced or Modified Enhanced Relocation package and may have otherwise had additional monies paid.

Employees who did not receive a relocation payment but incurred reasonable and substantiated out of pocket expenses due to a job offer that was subsequently withdrawn solely at Management's discretion may escalate concerns for discussion and resolution between the International Union Employee Placement Representative(s) and GM Corporate Labor Relations. The Company will reimburse reasonable costs in these instances.

In accordance with Appendix A, this excerpt is not subject to the grievance procedure and will remain in place during the term of the 2023 National Agreement.

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OCT 31 2023

DATE INITIALED: _____
INITIALED BY PARTIES: MP MEY

NEW

**EXCERPTS FROM THE MINUTES
OF EMPLOYEE PLACEMENT SUBCOMMITTEE**

**SUBJECT: Special Transfer Agreement - Employees
on Formal Leave without Company Paid Benefits**

The National Parties have agreed to a temporary modification to Appendix A of the 2023 National Agreement which will allow eligible production and skilled employees who are on a formal leave of absence with no company paid benefits to be eligible to apply for job openings during the term of the 2023 UAW-GM National Agreement.

1. Employees will make application for transfer via the Employee Placement System.
2. Employees transferring to another location pursuant to this understanding will be eligible for a basic relocation package as covered in Paragraph (96a)(2)(c).
3. Completing and submitting an application does not guarantee an offer. Placement opportunities will be contingent on the plant submission of requisitions to fill openings for regular active employees.
4. This Special Transfer Agreement will become null and void at the expiration of the 2023 UAW-GM National Agreement, when the employee separates employment due to Paragraph 64e, or when the eligible employee has exercised their rights to transfer once under the provisions of this agreement, whichever comes first.
5. Employees will remain on their leave status without company paid benefits, until hired at the new location.
6. Employees selected for a job opening will not retain any recall, rehire, or return to former community rights.
7. Employees electing to participate in this transfer agreement are required to receive their notifications electronically and to maintain valid contact information for such notifications.

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DATE INITIALED: SEP 26 2023

INITIALED BY PARTIES: MP mey

8. Volunteers selected for job openings will be required to transfer. Failure to report may result in the termination of your seniority in accordance with the provisions of paragraph 64(d) of the UAW-GM National Agreement.
9. Employees will be offered regular status jobs immediately preceding the new hire step in Appendix A.

327

NEW

**EXCERPTS FROM THE MINUTES
OF EMPLOYEE PLACEMENT
SUBCOMMITTEE**

SUBJECT: Transfer for Married Couples

During the current negotiations, the National Parties discussed their current practice related to married couples and unmarried couples with children selected for job transfers and agree that it is sufficient. Those above couples that voluntarily apply for transfer will be given the opportunity to be de-selected when only one member is selected to fill the posted job transfer opportunity. GM Labor Relations and the International Union Employee Placement Representative(s) will discuss and resolve any issues that arise.

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DATE INITIALED: SEP 26 2023

INITIALED BY PARTIES: MP MEY

NEW

**EXCERPTS FROM THE MINUTES
OF GMS SUBCOMMITTEE**

SUBJECT: CCA Team Concept

During these negotiations, the parties discussed at length the differences in the implementation and execution of GMS within CCA locations as compared to Manufacturing locations. It is recognized by the Parties that the application of GMS may differ in CCA from Manufacturing. The Parties have agreed 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 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.

Furthermore, the National Parties agree that General Motors' Global Manufacturing System is the single system to be used in all UAW represented locations.

Therefore, the UAW-GM GMS Steering Committee, with direction from the UAW-GM GMS Operations Council, will identify and implement initiatives to better align CCA with GMS Standards.

Additionally, the UAW-GM GMS Steering Committee will implement processes and make recommendations to develop and support Team Concept within UAW Represented CCA locations, pending approval by the UAW-GM GMS Operations Council.

Within 120 days after the ratification of the 2023 UAW-GM National Agreement, Team Concept including Team Leaders will be implemented within CCA locations. The parties recognize that teams and team leaders will be structured to appropriately support the business.

The UAW-GM GMS Steering Committee will provide the necessary tools and resources for the development

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SEP 15 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP msy

of Principle Basketweave teams within UAW
represented CCA locations.

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NEW

**EXCERPTS FROM THE MINUTES
OF GMS SUBCOMMITTEE**

SUBJECT: Implementation

The parties discussed matters regarding common implementation and execution of GMS. More specifically, the parties discussed the following:

The parties recognize the value of common implementation and execution. To foster sharing of information, best practices and lessons learned, the UAW-GM GMS Steering Committee and UAW-GM GMS Operations Council will be conducted as joint Manufacturing and CCA meetings, as defined in Doc. 40 Memorandum of Understanding Global Manufacturing Systems.

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NEW

**EXCERPTS FROM THE MINUTES
OF GMS SUBCOMMITTEE**

SUBJECT: People Make Quality Happen

During these negotiations, the parties acknowledged that foundational to the implementation of GMS is the support of engaged team members in the identification and elimination of waste through problem solving to drive continuous improvement. Working together, the efforts of highly engaged teams improve business results, producing World-Class quality and total customer satisfaction, which is beneficial to the Union and General Motors.

Recognition of team members' ideas and innovation demonstrates their value to the Company and is key to their continued engagement in GMS.

Therefore, within 180-days of the ratification of the 2023 National Agreement the UAW-GM GMS Steering Committee will develop the "People Make Quality Happen" recognition. The "People Make Quality Happen" recognition guidelines will be reviewed with the UAW-GM GMS Operations Council and UAW-GM Labor Management Committee Trust Fund Board of Trustees for approval. Once approved, the UAW-GM GMS Steering Committee will implement the program.

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061 2 8 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

NEW

**EXCERPTS FROM THE MINUTES
OF GMS SUBCOMMITTEE**

SUBJECT: Training

The parties discussed matters regarding additional training opportunities and best practices. More specifically, the parties discussed the following:

Doc. 46 Calibration/Assessment Training: The parties recognize the importance of Doc. 46 GMS training. The UAW-GM GMS Steering committee will explore the opportunity for UAW Doc. 46 GMS representatives to observe GMS calibrations and/or assessments at other UAW-GM locations to further GMS learnings. Within 120-days of the ratification of the 2023 National Agreement the UAW-GM GMS Steering Committee will develop a pilot process and guidelines for Doc. 46 GMS representative participation. The pilot process and guidelines will be reviewed with the UAW-GM GMS Operations Council for approval. Upon completion of the pilot, the results will be reviewed by the UAW-GM GMS Operations Council and UAW-GM Global Manufacturing System Committee and/or Board of Trustees of the UAW-GM Labor Management Committees Trust Fund and will be implemented upon approval.

GMS Core Teams: Within 90-days after the ratification of the 2023 UAW-GM National agreement, the UAW-GM GMS Steering committee will explore common best practices on GMS Core Team practices to be shared. The Committee will also develop and recommend baseline GMS training for local GMS Core Teams to the UAW-GM GMS Operations Council for approval. The parties recognize the implementation of GMS Core Teams is a local decision.

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DATE INITIALED: SEP 15 2023
INITIALED BY PARTIES: MP MEY

NEW

**EXCERPTS FROM THE MINUTES
OF GMS SUBCOMMITTEE**

SUBJECT: VPAC

During these negotiations, the parties discussed the hard work and dedication of our team members who build world class products and provide world class service in support of our customer.

The Vehicle Promotion Assistance Contact (VPAC) Program continues to build enthusiasm within our worksites by encouraging each other to buy and advocate for our UAW-GM built products. Vehicle Promotion within our worksites allows us the continued opportunity to promote our UAW-GM products that increase brand loyalty that will grow our market share within an extremely competitive climate.

To this end, the UAW-GM GMS Steering Committee will identify and implement resources to provide the VPAC Representatives an electronic medium for sales promotions, the latest vehicle information, and electronic tools to assist in resolving vehicle concerns in support of our customer, while abiding by all Company policies.

Within 180 days after ratification of the 2023 UAW-GM National Agreement, the Company will provide the necessary electronic tools to allow for the secure handling of customers' personal information per the VPAC program process and Company policies.

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NEW

**EXCERPTS FROM THE MINUTES
OF HEALTH & SAFETY SUBCOMMITTEE**

SUBJECT: Audible Alarm for Active Shooter

During these negotiations the parties have had conversations regarding workplace violence and the direct threat it poses to all employees. Within 90 days of the ratification of this agreement, the National Joint Committee agrees to review GM's current workplace violence strategies to identify, investigate and benchmark continuous improvement opportunities at all GM sites.

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OCT 6 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

NEW

**EXCERPTS FROM THE MINUTES
OF HEALTH & SAFETY SUBCOMMITTEE**

SUBJECT: Enhancements to Fall Hazard

The company agrees that the required inspection of the fall hazard control program training tower(s) and permanent anchorage points, will be completed in accordance with all government, manufacturer, and UAW-GM standards and guidelines.

The NJC will publish a joint document for addressing new or existing anchorage points based on the updated UAW-GM PS03 Fall Hazard standard.

In addition, all existing Fall Hazard Towers will be included in the applicable site's WSS Element 4.6 Safety Equipment Inspections and Preventative Maintenance program.

Issues and discrepancies identified during the completion of these required inspections will be documented and tracked using the site's WSS Element 4.5 Corrective Action Plan program.

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DATE INITIALED: OCT 6 2023

INITIALED BY PARTIES: MP MSY

NEW

**EXCERPTS FROM THE MINUTES
OF HEALTH & SAFETY SUBCOMMITTEE**

SUBJECT: Enhancements to Gate Pass Process

During these negotiations, the Joint Parties had conversations concerning the difficulties of some over-the-road driver's ability to understand UAW-GM site safety procedures and requirements due to language barriers.

The Workplace Safety System Performance Standard 15 Material Movement and Storage Joint Champions will explore the utilization of a QR code to support different languages. The NJC will identify a site to explore the feasibility of this program enhancement within 90 days of ratification of the agreement.

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DATE INITIALED: OCT 6 2023

INITIALED BY PARTIES: MP MSY

NEW

**EXCERPTS FROM THE MINUTES
OF HEALTH & SAFETY SUBCOMMITTEE**

SUBJECT: Ergo and IH Equipment

During these negotiations the Parties discussed the fact that the initial basic kits provided to our sites for use by JET/IH's in 2011 have in some instances become inoperable or obsolete.

It is agreed that upon the ratification of this agreement, the NJC will jointly survey the UAW-GM represented sites to determine what specific ergonomic and industrial hygiene equipment is being utilized by JET/IH's for sampling and ergonomic assessments. The NJC will review the survey results and jointly determine necessary equipment to be replaced/provided by the Company.

It is understood that it is the responsibility of each site to maintain jointly supplied equipment in accordance with the manufacturer's recommendations.

Additionally, the Joint Parties agree that, when requested, employees are encouraged to participate in personal sampling and ergonomic assessments.

This excerpt replaces the "Excerpts from the Minutes Ergonomics Job Analysis Tools and Measurement Devices" from 2011.

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DATE INITIALED: OCT 6 2023

INITIALED BY PARTIES: MP MSY

NEW

**EXCERPTS FROM THE MINUTES
OF HEALTH & SAFETY SUBCOMMITTEE**

**SUBJECT: ERGONOMICS PROGRAM
ENHANCEMENTS**

During these negotiations, the parties discussed future ergonomic enhancements to the UAW-GM Ergonomics process. The company agrees to commit to investigate and make decisions through the Ergonomic Sub Committee where data indicates there is value to implementing new technology, hardware, software, measurement devices and job risk analysis tools that are jointly agreed to and approved by National Joint Committee and will be documented in PS08.

The NJC will:

- develop or update a new Risk Factor Checklist (RFC)
- utilize the latest version of jointly approved secondary tools including the 1991 NIOSH lifting equation as the secondary analysis tool for lifting and lowering.
- engage Technical Experts in the field of Ergonomics and Industrial Hygiene to create external competency training which will be jointly approved
- review additional future revisions of Technical Ergonomic Database (TED) or other systems.
- update existing Ergonomic training, identify future program enhancements, and perform changes to content which are discussed and agreed upon by the Ergonomic Sub-committee and approved by the Assistant Directors.
- support utilization of an IHT-JET Alternate which has been agreed upon and will be utilized per the "Excerpt from the Minutes Subject: Utilization of the IHT-JET Alternate".

This excerpt replaces the: "Excerpts from the Minutes Ergonomics Job Analysis Tools and Measurement Devices" from 2015 and "Excerpts from the Minutes Ergonomics Program Enhancements" from 2019.

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NEW

**EXCERPTS FROM THE MINUTES
OF HEALTH & SAFETY SUBCOMMITTEE**

**SUBJECT: Health & Safety Conferences and Training
Seminars**

During these negotiations, the parties discussed the existing agreements and practices regarding the Joint Health and Safety Training Conference and a training seminar. The discussion centered on the timing and planning for execution of these events in maintaining a process to ensure the ongoing educational advancement of our safety professionals.

As a result of these discussions, the Company reviewed with the Union plans to conduct the Joint Health and Safety Conference and training seminar in the following manner:

- The Joint Health and Safety Training Conference will be held biannually (every two years) at a location mutually agreed to by the Board of Trustees UAW-GM Labor Management Committees Trust.
- A training seminar will be scheduled during the off years of the Joint Health and Safety Training Conference
- The NJC will determine participants for the Conference and training seminar
 - In general, the health and safety training conference attendees include the Key Four, the Joint Local Health and Safety Committee, the IHT-JET, and the IHT-JET alternate.

The parties believe that their innovative approach to the Joint Health and Safety Training Conference and training seminar will provide a robust learning experience for our UAW-GM Health and Safety Professionals.

This excerpt replaces the "Excerpts from the Minutes Health & Safety Conference and Training Seminars" from 2015 and 2019.

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OCT 6 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP msy

NEW

**EXCERPTS FROM THE MINUTES
OF HEALTH & SAFETY SUBCOMMITTEE**

SUBJECT: Health & Safety Training Programs

The Parties had extensive discussions regarding Health and Safety training programs and jointly agree that these programs are integral to the UAW-GM Safety System. The NJC will review existing programs and training and modify them as appropriate to ensure that all relevant government requirements are met and that appropriate training will be made available where necessary. In addition, this provides the opportunity for the parties to add training as new technology and methodology becomes available.

The parties recognize the value in UAW T3 trainers delivering current and relevant safety information in their classes. As the National Parties update health and safety programs, the affected training programs will also be updated and provided to the LJHSC for dissemination to the sites UAW T3 Trainers.

In addition, to remain competent to teach T3 based classes the T3 trainer must have:

- Received and successfully completed initial T3 training from the Joint Parties
- Taught the course sometime within the past 3 years
- Been annually updated by the Local Joint Health and Safety Committee on applicable program updates

If the T3 trainer has not taught a class within the past 3 years, and there is a need for the person to begin locally training the subject they must:

- Have been updated by the Local Joint Health and Safety Committee on applicable program updates
- Co-teach with a T3 trainer who meets the above requirements
- Teach the class on their own with another T3 trainer who meets the above requirements in the room

Note: If the site does not have another qualified T3 trainer available, a member of the Local Joint Health and Safety Committee must sit on the class to support the trainer or a resource from the NJC will be provided.

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SEP 8 2023

DATE INITIALED: _____
INITIALED BY PARTIES: MP MSY

Sites will track and document T3 trainer training activity beginning with the ratification of this agreement to assure compliance to the three-year requirement.

The Assistant Directors of the Health and Safety Department may determine to utilize an existing training seminar to focus on local T3 instructors.

During these negotiations the Parties have defined the core curriculum/minimum training requirements for UAW and GM Health and Safety Representatives applicable to each business sector. Each site will establish additional training requirements for UAW and GM Health & Safety representatives based on the needs of the Workplace Safety System.

Reference element 3.2 training of the UAW-GM Workplace Safety System for the core curriculum.

This excerpt replaces the: "Excerpts from the Minutes Health & Safety Training Programs" from 2019.

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NEW

**EXCERPTS FROM THE MINUTES
OF HEALTH & SAFETY SUBCOMMITTEE**

SUBJECT: Joint Activities Training

The parties had extensive conversations on jointly developed UAW-GM Performance Standards. The National Joint Parties will be engaged in the review of existing training, with the intent of identifying opportunities to update or create additional training within their programs. These updates or additions will be jointly developed.

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SEP 8 2023

DATE INITIALED: _____
INITIALED BY PARTIES: MP MEY

NEW

**EXCERPTS FROM THE MINUTES
OF HEALTH & SAFETY SUBCOMMITTEE**

SUBJECT: Joint Development of Safety Systems

During these negotiations the parties had extensive discussions related to the joint development and refinement of the UAW-GM safety system, standards and requirements deployed at UAW Represented sites.

The National Parties agree that the UAW-GM Health and Safety programs are the foundation of the UAW-GM Workplace Safety System and encompasses all joint UAW-GM Health & Safety programs, standards and requirements.

The UAW-GM Workplace Safety System is the single safety system to be utilized in UAW represented sites. The Performance Standards and Elements of the system will support and ensure proper safety procedures are in place to eliminate or control hazards, and continuously drive health and safety to improve the work environment when fully implemented and executed. Failure to jointly execute all the Performance Standards and Elements significantly reduces the effectiveness of the system.

The Company agrees to work jointly with the UAW to continue developing the UAW-GM Workplace Safety System which includes improving systems standards, updating requirements, and creating applicable communications based on annual program reviews, on-going validations and identified opportunities for continuous improvement.

Upon ratification, the company re-affirmed their commitment to provide appropriate training, tools and equipment to UAW International Representatives, UAW Health and Safety Representatives (including Alternates) IHT/JETTs, T3 trainers, members of skilled trades safety teams to enable them to perform their jobs at the highest level.

This excerpt replaces the "Excerpts From the Minutes of Health and Safety Subcommittee Subject: Joint Development of Safety Systems" from 2015 and 2019.

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NEW

**EXCERPTS FROM THE MINUTES
OF HEALTH & SAFETY SUBCOMMITTEE**

SUBJECT: Joint Health and Safety Audits

The Parties agree to conduct a joint health and safety audit at all UAW represented sites annually. To ensure the success of these audits and other training, conferences, seminars and program development the Joint Assistant Directors will create a schedule to include all required audits, training, conferences, seminars and program development which will be submitted to the NJC at the beginning of each year. The Parties also agree that this schedule may need to be altered during the year based on unforeseen circumstances.

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DATE INITIALED: OCT 6 2023

INITIALED BY PARTIES: MP MEY

NEW

**EXCERPTS FROM THE MINUTES
OF HEALTH & SAFETY SUBCOMMITTEE**

SUBJECT: National Standards Committees

During these negotiations the Parties discussed active participation in the creation of consensus standards and the important role both the Company and the UAW should have in that process. It is agreed that the National Joint Committee will identify applicable consensus standard sub-committees to participate in and that the Assistant Directors of the Health and Safety Department will jointly select representatives for those committees.

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NEW

**EXCERPTS FROM THE MINUTES
OF HEALTH & SAFETY SUBCOMMITTEE**

SUBJECT: Regional Crane Training

Historically, the Joint Activities team has successfully conducted regional training on major programs which has allowed the team to interface directly with employees at their home location while building stronger relationships and gaining better understanding of their needs.

On an as needed basis, the UAW-GM Joint Activities Health and Safety Department will continue to facilitate regional crane training utilizing a combination of classroom, hands-on and crane simulation at a UAW represented site for the purpose of T3 training. In addition, as crane simulators become operational, they will be added to the 4.6 Safety Equipment Inspections and Preventative Maintenance Inventories.

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SEP 8 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

NEW

**EXCERPTS FROM THE MINUTES
OF HEALTH & SAFETY SUBCOMMITTEE**

SUBJECT: Safety Summit

Mr. Mike Booth
Vice President and Director
UAW, National GM Department
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. Booth
Subject: Safety Summit

During the 2023 negotiations, the parties discussed the need to understand future advancements in technology and its potential impacts to safety in the workplace. The Company agreed to collaborate with the UAW, Ford and Stellantis to discuss establishing a joint safety summit. Summit attendees may include representatives from the United Auto Workers (UAW) Solidarity House safety staff, UAW-Stellantis, UAW-Ford, UAW-GM Health and Safety Department of the LMC Trust, and UAW-Stellantis, Ford and GM's Global Safety Staff.

During this safety summit, appropriate time will be set aside to discuss safety in the workplace, review common health and safety concerns and collaborate on best practices. The lessons learned from these collaborations can be used by the companies to re-evaluate their training programs and identify opportunities for improvement.

The UAW-GM Health and Safety Department of the LMC Trust and General Motors Company will meet within 180 days of ratification to discuss when they will host one local joint safety summit during the term of the 2023 contract, provided that Ford and Stellantis concur with this concept.

Very Truly Yours,

Mike Perez,
Vice President
North America Labor Relations

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OCT 31 2023

DATE INITIALED: _____

xsafetysumA01

1

INITIALED BY PARTIES: MP MSJ

NEW

**EXCERPTS FROM THE MINUTES
OF HEALTH & SAFETY SUBCOMMITTEE**

SUBJECT: Scheduled High Risk Work

During these negotiations, the parties had extensive discussions related to high-risk work and providing safety support when necessary to ensure the safety of UAW-GM members. The Parties agree:

When a high-risk task from the site high-risk inventory or from a Safety Failure Mode Effect Analysis (S-FMEA) is scheduled to be completed by UAW-GM employees, a member of the Local Health & Safety Team will be on site during the performance of said task.

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DATE INITIALED: SEP 8 2023

INITIALED BY PARTIES: MP MSy

NEW

**EXCERPTS FROM THE MINUTES
OF HEALTH & SAFETY SUBCOMMITTEE**

SUBJECT: Utilization of the IHT-JET Alternate

The Joint Parties have conducted injury data analysis and determined that qualifying plants' Joint Ergonomics and Industrial Hygiene Programs would benefit from the addition of a UAW IHT-JET Alternate. The Joint Parties agree that the following requirements shall apply to the UAW IHT-JET Alternate position:

- The UAW IHT-JET Alternate must complete practical ergonomics training prior to being able to function as the alternate for the JET.
- The UAW IHT-JET Alternate must complete initial Industrial Hygiene training prior to being able to function as the alternate for the IHT.
- Terms of Utilization:
 - Absence Replacement – If a plant's UAW IHT-JET is absent for one day or more the UAW IHT-JET Alternate will be utilized until the plant's UAW IHT-JET returns.
 - Launch Support – The Parties agree that a plant starting a new or major launch will utilize its UAW IHT-JET Alternate to support launch activities or as a replacement for the UAW IHT-JET who will be made available to support launch activities
 - In addition, the site may utilize either the UAW IHT-JET or UAW IHT-JET Alternate for earlier design activities such as: virtual builds, new tooling design builds, new container/rack reviews or buy-offs, support new product launch builds at PPO or

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DATE INITIALED: OCT 6 2023

INITIALED BY PARTIES: MP mey

the site, and/or workstation readiness support.

- If the IHT-JET Alternate has not been utilized in one of the above capacities, the plant will utilize them once per quarter to complete the following: one risk factor checklist (RFC), one secondary analysis, and a validation of an ergonomic corrective action. A member of the JETT should accompany the alternate when performing an RFC and secondary analysis.
- The Joint Parties agree that any other utilization of the UAW IHT-JET Alternate must be jointly agreed upon by the Key 4.

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NEW

EXCERPTS FROM THE MINUTES OF JOINT PROGRAMS SUBCOMMITTEE

SUBJECT: ADAPT Program

During the current negotiations, the National Parties reaffirmed the ongoing commitment to jointly support the UAW-GM ADAPT (Accommodating DisAbled People in Transition) Program.

It was agreed that the UAW-GM Joint ADAPT Committee of the LMC Trust will continue to review and evaluate all cost savings opportunities, reduce redundancies, streamline processes, apply flexibility where appropriate, and utilize current technologies to ensure continuous improvement of the current ADAPT Program.

The parties discussed the value of the DLARS (Disability Leave of Absence Reporting System) report which contains data related to monthly disability No Job Available Within Restrictions (NJAWR) rates. This report will continue to be reviewed monthly by the UAW-GM Joint ADAPT Committee of the LMC Trust.

The parties discussed the importance of evaluating restrictions for employees participating in the ADAPT Program. To this end, restricted employees who participate in ADAPT will have their restrictions evaluated by a GM medical practitioner as soon as possible but no later than three (3) business days from when the employee presents to Medical.

Consistent with Document No. 121 for delivery of appropriate training for local ADAPT representatives the parties also discussed the need for two National ADAPT training events. In that regard, specific ADAPT Program content will be jointly developed and presented to the local ADAPT representatives during the life of the 2023 Agreement. It is agreed that one National ADAPT Training event will be conducted at the building provided by the LMC Trust and one training event will be conducted in conjunction with a Health and Safety Conference during the life of the 2023 Agreement. Specifics of the training event will be jointly agreed to by the UAW-GM Joint ADAPT Committee of the LMC Trust and approved by the Board of Trustees, and/or UAW-GM Labor Management Committees Trust Fund.

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INITIALED BY PARTIES: MP MEY

The parties further agreed that topics covered within this document will be included in part as ADAPT training.

The parties agree that it is in the programs interest to ensure that newly appointed local ADAPT representatives are trained in a timely manner. In that regard, it is agreed that training will be scheduled within one month of the employee's appointment. To expedite training, it may be provided virtually.

To further communication, a Joint ADAPT call will be coordinated quarterly to engage local ADAPT representatives and the Disability team.

The parties agree that within 120 days of ratification of the 2023 UAW-GM National Agreement, the joint parties will develop a pilot ADAPT Process Check to ensure compliance to the Six-Step Process, provide coaching, and share best practices. This pilot will include opportunities to identify, document and track metrics that may be of mutual interest. The pilot will be conducted at facilities near the building provided by the LMC Trust. This process will be jointly developed and approved by the UAW-GM Joint ADAPT Committee of the LMC Trust and/or Board of Trustees. Results from the pilot will be shared with the Board of Trustees of the LMC Trust for evaluation.

Any issues escalated to the UAW-GM Joint ADAPT Committee of the LMC Trust by the Key 4 will be jointly reviewed and responded to.

This excerpt will replace the "Excerpt From The Minutes ADAPT Program" from 2019.

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NEW

**EXCERPTS FROM THE MINUTES
OF JOINT PROGRAMS SUBCOMMITTEE**

SUBJECT: Diversity Awareness

The Parties agree that maintaining an effective Diversity Training Program demonstrates our continuing commitment to foster a culture of diversity and inclusion at all GM facilities.

Consistent with this shared vision, the Parties agreed to continue to develop and build upon a plan to identify action items to improve the content and delivery of the Diversity Training Program available to the Local Joint Equal Application members.

Additionally, the UAW-GM Joint Diversity and Equal Application Committee of the LMC Trust will make materials available which can be used by the Local Key Four to promote Diversity Awareness on a continuous basis. Standardized Diversity training will continue to be included in the New Hire Orientation materials developed by the UAW-GM Joint Diversity and Equal Application Committee of the LMC Trust. Should any issues arise with the implementation of Diversity initiatives they will be brought to the attention of the UAW-GM Joint Diversity and Equal Application Committee of the LMC Trust for resolution.

The UAW-GM Joint Diversity and Equal Application Committee of the LMC Trust will review Doc 30 GM Equal Opportunity Employment Policy to ensure understanding.

The UAW-GM Joint Diversity and Equal Application Committee of the LMC Trust will provide annual training for members of the Local Equal Application Committee as appropriate. Where mutually agreed, T3 training will be made available. Content, format, duration, attendees, timing, and tracking will be jointly developed and agreed upon by the UAW-GM Joint Diversity and Equal Application Committee of the LMC Trust.

During the life of the 2023 National Agreement, the UAW-GM Joint Diversity and Equal Application Committee of the LMC Trust will make recommendations to the Board of Trustees for enhancements to the Diversity training

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program content. The updated content will be made available to the Local Equal Application Committee for use at all UAW-represented GM locations as deemed necessary and appropriate.

This excerpt will replace the "Excerpt From The Minutes Diversity Awareness" from 2019.

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NEW

**EXCERPTS FROM THE MINUTES
OF JOINT PROGRAMS SUBCOMMITTEE**

SUBJECT: Tuition Assistance Guideline Updates

During the current negotiations the Company committed to support the Tuition Assistance Program (TAP). The discussions centered on the current TAP Administrative guidelines.

Within 90 days of ratification, the joint parties will review the guidelines content regarding the following:

- Jointly investigate the feasibility of adding an employee reimbursement option, in addition to the current voucher process, during our upcoming statement of work requirements review with the vendor
- Jointly review all Personal Enhancement courses for additions and/or deletions
- Jointly update the appeal process for maintaining active TAP status when an employee fails a course, including the STARC program

The TAP Administrative guidelines and training material will be jointly updated as required.

This excerpt supersedes the Excerpt Tuition Assistance Guideline Updates of 2019.

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DATE INITIALED: SEP 15 2023

INITIALED BY PARTIES: MP msy

NEW

**EXCERPTS FROM THE MINUTES
OF JOINT PROGRAMS SUBCOMMITTEE**

**SUBJECT: WORK/FAMILY INTERNAL
CERTIFICATION**

The Joint Work/Family Program provides important services to General Motors - UAW represented employees. To that end, the Board of Trustees of the UAW-GM Labor Management Committees Trust Fund or their designated representatives will develop and deploy a two (2) stage Internal Certification Education and Training Program.

Stage one (1) - Basic Internal Certification:
Consists of two (2) components:

- Work/Family Basic Training
- Mental Health Awareness

Stage two (2) - Advanced Internal Certification:
Consists of more advanced training including such topics as Adolescent Substance Abuse, Depression, Elder Care Timeline and Dementia, T3 Early Intervention in support of Doc 114, current industrial trends, etc.

In addition to the above, Work/Family Representatives have access to a wide variety of program materials which allow them to function effectively.

It is expected that Doc. 46 Work/Family Representatives and designees will achieve Basic Internal Certification within 12 months of appointment.

This excerpt will replace the "Excerpt From The Minutes Work/Family Internal Certification" from 2019.

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NEW

**EXCERPTS FROM THE MINUTES
OF JOINT PROGRAMS/EDUCATION AND
TRAINING SUBCOMMITTEE**

SUBJECT: Training Development Planning

During the current negotiations, the parties discussed the Training Development Planning Process (TDPP) used for addressing the training requirements of UAW-GM employees. The parties recognized that, in order for the TDPP to continue to be successful, it must be supported by a robust electronic system.

As a result, the parties agreed that a training plan administration system would continue to support TDPP for the purpose of implementing, planning, tracking and reporting training for UAW-GM employees. Relevant existing or new training data will be fed into a training plan administration system from GM's Global Learning Management System (LMS) and/or other appropriate company systems.

The Company will also be responsible for deployment, maintenance and support of the training plan administration system. It is understood that the parties will provide joint data input into GM's LMS and/or other company systems that will be used to provide a training plan administration system functionality and support for TDPP. When changes occur to the training plan administration system, including any correlating applications, these changes will be jointly reviewed. The Company will ensure the changes are updated in a timely manner. It is agreed that the training plan administration system training materials will be jointly developed and updated as required. Within 120 days of ratification, the parties agree to discuss the need for a common electronic needs analysis tool.

Additionally, the National Parties agree that the Board of Trustees of the UAW-GM LMC Trust Fund and/or UAW-GM Joint Skill Development and Training Committee will jointly identify current subject matter experts from UAW-represented facilities to form a training plan administration system advisory committee to address common system issues, assist with testing, and review updates associated with it.

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DATE INITIALED: SEP 15 2023

INITIALED BY PARTIES: MP MSJ

This Excerpt replaces the "Excerpts From the Minutes
Training Development Planning" from 2019. .

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NEW

**EXCERPTS FROM THE MINUTES
OF SKILLED TRADES SUBCOMMITTEE**

SUBJECT: 3D Printing

The parties had many discussions regarding the deployment and use of 3D printers. The Union raised concerns that work normally and historically performed by Skilled Trades employees is being performed by non-Bargaining Unit employees using 3D printers. The work performed using 3D printers and the creation of Additive Labs is intended to introduce a collaborative and flexible workspace that will maximize the impact of this technology.

Bargaining Unit employees may use 3D printers in the performance of normal and historical bargaining unit work. Where agreements and/or understandings do not already exist, the Local Parties are encouraged to discuss and determine the parameters of the use of the technology.

Furthermore, the parties acknowledge the existence of Local Memorandums addressing the use of 3D printers and it is not the intent of the parties through this Excerpt to modify any aspect of those understandings.

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DATE INITIALED: OCT 24 2023
INITIALED BY PARTIES: MP Mzy

NEW

**EXCERPTS FROM THE MINUTES
OF SKILLED TRADES SUBCOMMITTEE**

SUBJECT: Apprentice Related Matters

During these negotiations the Parties had lengthy discussions related to ongoing concerns regarding the Apprentice Program. Consequently, the Parties have agreed to the following:

All Apprentices:

- The National Parties will utilize the Global Technical Learning University (GTLU) for centralized apprentice training followed by the Structured on the Job Learning (SOJL) process in their home plants during their apprenticeship.
- Upon being indentured, Apprentices shall receive the \$5,000 relocation allowance for those required to relocate outside of their designated Area Hire.
- Company agrees to a 1:1 replacement of apprentices if an apprentice voluntarily leaves the program during the first four (4) periods.
- Apprentices will be able to expense their meals on a GM corporate credit card consistent with the GM Travel and Expense Policy. With the following exceptions,
 - The daily expense limit will be up to \$75 per day. When breakfast is included as part of the hotel daily rate, breakfast will be excluded, and the daily expense will be up to \$60.
 - The travel day expense limit will be up to \$35. When breakfast is included as part of the hotel daily rate, breakfast will be excluded, and the expense will be up to \$20.
 - Any expense in excess of the daily limits detailed above, will be deducted from the employee's pay.

This excerpt replaces the previous 2019 "Excerpt from the Minutes of Skilled Trades Subcommittee Subject: Apprentice Related Matters."

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SEP 11 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP msy

NEW

**EXCERPTS FROM THE MINUTES
OF SKILLED TRADES SUBCOMMITTEE**

**SUBJECT: APPRENTICE SELECTION AND
PLACEMENT**

During these negotiations, the parties held lengthy discussions regarding our current and future skilled trades work force; and remaining consistent with Document No. 63 of the UAW-GM National Agreement, the Company has agreed to place their primary reliance on the GM-UAW Apprenticeship Program as the training source for future skilled tradespersons.

The GM-UAW Skilled Trades and Apprenticeship Committee and General Motors Manufacturing Engineering (GMME) have taken great strides to ensure that current and future apprentices and journeypersons receive the most up to date and relevant related technical instruction through the GM Global Technical Learning University (GM-GTLU) located in Warren, Michigan. The Parties agree that there will be continued and ongoing support and investment into the training of UAW-GM Skilled Trades Persons through the GM-GTLU for the training of GM-UAW apprentices.

Apprentice Eligibility/Selection Procedures

Under the GM-UAW-Skilled Trades Apprenticeship Readiness Certificate program or STARC, those seeking placement into apprenticeship will complete the STARC program classroom courses through an approved accredited educational institution with a 75% or better. The GM-UAW Skilled Trades and Apprentice Committee will evaluate this grade standard and make changes to the requirement if deemed appropriate. UAW-GM Seniority candidates may utilize their Tuition Assistance Program (TAP) funds to take these courses.

Internal Candidates

Upon proof of successful completion of the coursework, and through official transcripts sent directly to the GM-UAW National Apprentice Committee from an approved educational institution, candidates will be awarded their STARC Certificate of Completion following the validation from the National Apprentice Committee. Candidates verified with STARC completion will have their name and

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INITIALED BY PARTIES: MP MEY

GMIN entered onto selectable lists for the locations and skilled trades classification preferences they have chosen for placement in apprenticeable trade classifications. Candidates will be compiled on STARC ready lists for the applicable periods in which they receive their certificate.

The semi-annual windows will open January 1st and close at the end of business on June 30th and open on July 1st and close at the end of business on December 31st.

External Candidates

Upon proof of successful completion of the coursework, and through official transcripts sent directly to the National Apprentice Committee from an approved educational institution, external candidates will be included on STARC ready lists for the applicable period in which they receive their certificate.

The semi-annual windows will open January 1st and close at the end of business on June 30th and open on July 1st and close at the end of business on December 31st.

STARC Ready List

The STARC ready lists shall be provided to the Local Apprentice Committees no later than March 1st and September 1st of each year in accordance with Paragraph 127(f) of the UAW-GM National Agreement.

The GM-UAW National Apprentice Committee shall track and notify the locations of placement of apprentices from their provided STARC ready lists as allocations become available.

Apprentice Placement

STARC Ready Candidates selected for apprenticeship placement shall be placed in locations where preference is selected from the updated list under the following process:

- Overall corporate seniority.
 - Actual completion date of STARC program
 - If seniority and STARC completion are tied, then GMIN in ascending order shall apply.
- Consideration of EEOC and positive outreach under 29 CFR 30 may be applied when STARC completion dates, seniority and other factors are equal.
- A maximum of one (1) external non-seniority candidate for every three (3) GM-UAW seniority candidates may be selected.

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Temporary employees that have completed the STARC program requirements will be considered as internal seniority candidates.

Apprentices can submit paid receipts, demonstrating proof of personal payment, for STARC classes after 90 days of indenture, provided previous TAP or other scholarships, grants, reimbursements, etc. were not used to pay for STARC.

Apprentice Job Offers

Customer Care & Aftersales (CCA) employees can be provided up to three (3) offers. All other internal candidates from any other GM-UAW facility can be provided up to three (3) offers, of which, one (1) must be at their home location.

Any issues or concerns that may arise as a result of the implementation of this understanding shall be forwarded to the GM-UAW Skilled Trades and Apprentice Committee for resolution.

This excerpt replaces the 2019 "Excerpts from the Minutes of Skilled Trades Subcommittee Subject: Apprentice Selection and Placement."

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**EXCERPTS FROM THE MINUTES
OF SKILLED TRADES SUBCOMMITTEE**

SUBJECT: Apprentice Wage Increases

During these negotiations the Union expressed its concern, that apprentices would not be included in any production wage increases included as part of the 2023 National Agreement. Management confirms that apprentices, who came from a production classification, would be paid appropriate production wage rates up until the apprentice progression wage rate exceeds any potential production wage increase.

This excerpt replaces the 2019 "Excerpt from the Minutes of Skilled Trades Subcommittee Subject: Apprentice Wage Increases".

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OCT 30 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MSY

NEW

**EXCERPTS FROM THE MINUTES
OF SKILLED TRADES SUBCOMMITTEE**

SUBJECT: BASIC ELECTRICAL CONTENT

During the current negotiations, the National Parties discussed the Fundamentals of Electricity course for Electrician Apprentices and suggested updates. Following the provisions of Paragraph 122 (a) and (b) of the National Agreement, updates to the Related Training will incorporate adding curriculum and content to include relevant applications and overview of the following:

- Use and Identification of Grounded Conductors
- Overcurrent Protection
- Grounding
- Wiring Methods
- Industrial Control Panels
- Motors, Motor Circuits, and Controllers
- Transformers and Transformer Vaults

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DATE INITIALED: OCT 6 2023

INITIALED BY PARTIES: MP MSJ

NEW

**EXCERPTS FROM THE MINUTES
OF SKILLED TRADES SUBCOMMITTEE**

SUBJECT: CCA Skilled Trades Transfer Process

This confirms the agreement reached between the parties to eliminate the 2016 Memorandum's of Understanding pertaining to the CCA External Electrical and Mechanical Hiring. Accordingly, upon ratification of the 2023 National Agreement all external Skilled Trades hiring at CCA will follow the current hiring process used in manufacturing for Skilled Trades external hiring. Additionally, the Skilled Trades Transfer Process outlined in the 2023 National Agreement Administrative Letter will apply to all CCA Skilled Trades across all sites. A manufacturing support training plan will need to be developed by the local parties, subject to National Skilled Trades and Apprentice Committee approval for any CCA Skilled Trades who transfer outside of CCA under the Skilled Trades Transfer Process.

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NEW

**EXCERPTS FROM THE MINUTES
OF SKILLED TRADES SUBCOMMITTEE**

**SUBJECT: Clarification of Tool & Die Maker
Classification**

During the current negotiations, the National Parties discussed the Memorandum of Understanding Tool & Die Maker Clarification, dated May 6, 2013, and March 22, 2016. Specifically, the application of the Tool & Die Maker classification's skilled trades date of entry.

For those skilled tradespersons who have a UAW Tool & Die Maker journeyman card or have a UAW-GM Tool & Die Maker certificate of completion of an apprenticeship can apply to transfer into a Toolmaker or Die Maker opening, and will maintain their Tool & Die Maker skilled trades date of entry at General Motors.

It is the employee's responsibility to provide the aforementioned credentials to Local Human Resources/Labor Relations to ensure that their skilled trades date of entry is accurately reflected in GM systems.

This excerpt supersedes any previous agreements on this same topic.

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SEP 8 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MSJ

NEW

**EXCERPTS FROM THE MINUTES
OF SKILLED TRADES SUBCOMMITTEE**

**SUBJECT: Elimination of Skilled Trades
Competency Bonus**

During the current negotiations, the National Parties agreed to terminate the 2019 "Excerpts from the Minutes of Skilled Trades Subcommittee: Training Competency Bonus", no requests for a training competency bonus will be honored.

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SEP 8 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MSY

NEW

**EXCERPTS FROM THE MINUTES
OF SKILLED TRADES SUBCOMMITTEE**

**SUBJECT: Skilled Support Operator Classification
in GM-UAW Engineering Centers**

During the current negotiations, the National Parties have had lengthy discussion regarding the Skilled Support Operator (SSO) classification at the Engineering Centers and the expiration of the Memorandum of Understandings, titled, Warren Technical Center, NAETC and Pontiac PPO UAW-GM Skilled Support Operator Wage & Benefit Agreement.

To this end, the Parties agreed to the following:

- Within 120 days of the effective date of the 2023 GM-UAW National Agreement, the National Parties, with the assistance of the Local Apprentice Committees, will establish an application period for current SSOs and former SSOs with recall rights to their former location, to express their desire to receive an offer to transition to an open skilled trades job as a Journeyman-in-Training (JIT).
- All existing SSOs will be classified as an other-than-skilled (OTS) employee at their home location until a skilled trades job offer has been accepted or declined. If declined, they will remain in the appropriate OTS classification.
- Eligible employees will be given one (1) skilled trades job offer at their home location or in their area hire, provided the employee expresses interest in a skilled trades JIT position, and passes an assessment developed jointly by the Local Apprentice Committee.
- Skilled Trades JIT offers will be made prior to the new hire step in the Skilled Trades Transfer Process. This offer will be made to in-plant SSOs prior to other area hire SSOs.
- Current SSO employees will not qualify for a skilled trades JIT offer, if any of the following apply:
 1. Refuses an internal (in-plant) or area hire offer,

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DATE INITIALED: _____

INITIALED BY PARTIES: MP MEY

2. Fails to submit an application by the date established by the National Parties, or
 3. Fails to pass the assessment
- Each employee selected will be required to successfully complete their required uniform shop training and related training plan.
 - All work assignments performed by SSOs will transition to OTS or skilled trades classifications as appropriate.

This initiative will continue until former SSOs, who are qualified to receive a skilled trades job offer, defined under these provisions, as of the effective date of the 2023 UAW-GM National Agreement, have been given one opportunity to be placed into a skilled trades JIT position.

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NEW

**EXCERPTS FROM THE MINUTES
OF SKILLED TRADES SUBCOMMITTEE**

**SUBJECT: Skilled Trades Employee Referral
Programs**

During the current negotiations, the National Parties discussed the challenges that exist with staffing Skilled Trades openings across the United States.

The Parties agreed to develop and implement a process for UAW-GM employees to refer external Skilled Trades candidates to apply for open Skilled Trades positions. Candidates meeting the qualifications established by the General Motors (GM) Selection Process will be considered for Skilled Trades employment opportunities in accordance with the Company's equal opportunity employment policies.

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SEP 8 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MSY

NEW

**EXCERPTS FROM THE MINUTES
OF SKILLED TRADES SUBCOMMITTEE**

SUBJECT: Substation Safety

During these negotiations the parties discussed certain emergency situations when electricians may be assigned to work in and around a substation. As a result, the parties have agreed to study the substation risks at each specific site, determine the training needs to ensure worker safety, and execute the solutions as appropriate. The parties will continue to build on the success of this program through on-going interaction with Site Joint ESWP SMEs looking for opportunities to improve as needs are identified going forward. Nothing in this language is intended to affect or reverse execution of the provisions reflected in Document 159 for exiting non-strategic Skilled Trades work, such as the complete exit of all substation work.

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OCT 6 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP MSY

NEW

**EXCERPTS FROM THE MINUTES
OF SKILLED TRADES SUBCOMMITTEE**

**SUBJECT: Two (2) Year Requirement for
Apprentices**

During the current negotiations, the National Parties discussed the Union's concerns regarding Apprentices and the requirement for them to remain an employee of the Company for at least two (2) years following the completion of the Apprentice Program.

The parties acknowledged that there were many unforeseen circumstances during the life of the 2019 National Agreement which contributed to a delay in the completion of certain apprenticeships.

To address the Union's concerns, on a one-time basis and for those Electrical Apprentices indentured in 2017, 2018, and 2019, the Company will modify the two (2) year requirement stated in Paragraph 14 of "Exhibit A" of Attachment B in the Apprentice Training Agreement. This enables these Electrical Apprentices to leave the Company without repayment obligations after meeting the two (2) year requirement upon completion of on-the-job hours to become an in-plant journeyman.

This agreement does not waive and or modify the Company's right to require or enforce a "years of service" obligation as part of the Company's terms of employment for any other Apprentice or employee.

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DATE INITIALED: _____

INITIALED BY PARTIES: MP MSY

NEW

**EXCERPTS FROM THE MINUTES
OF SOURCING SUBCOMMITTEE**

SUBJECT: Gatekeeper Further Understanding

During 2023 bargaining, the parties met and established understandings of the Gatekeeper process. The Union expressed concern that the existing practice of earning credits from new segment vehicles would create a surplus of offsets through the EV transition. The parties agreed that the spirit of earning offsets is to provide a process that still upholds the intent of the moratorium.

For the terms of the 2023 agreement the company will not earn credits for the new EV nameplates produced at Orion Assembly as well as any new EV nameplate announced after ratification of the 2023 agreement unless mutually agreed upon. Next generation, mid cycle major (MCM), uplift, etc base engineered content (BEC) and insourcing will be the only means of earning credits unless mutually agreed to deviate.

All Gatekeeper decisions prior to the expiration of the 2019 agreement will remain in effect.

The parties agreed that there will be 1 central Gatekeeper process for GMCH, CCA and Manufacturing.

The parties agreed to establish a new beginning balance of credits within 90 days of ratification.

Gatekeeper credits earned are to be reviewed in the quarterly Gatekeeper joint meeting. New credits earned shall be applied to a future sourcing action within 12 months of acquiring unless mutually agreed to extend.

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NEW

**EXCERPTS FROM THE MINUTES
OF SOURCING SUBCOMMITTEE**

**SUBJECT: Permanent Reallocation of Work
Between UAW-GM Facilities**

During the 2023 negotiations, the parties discussed the current practice of permanently reallocating work between UAW GM facilities. The parties agreed that prior to any such move, a BRT review will be held when the affected work is at least one (1) full time equivalent head.

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SEP 11 2023

DATE INITIALED: _____

INITIALED BY PARTIES: MP msy

NEW

**EXCERPTS FROM THE MINUTES
OF SOURCING SUBCOMMITTEE**

SUBJECT: Stamping BRT

The NAETC will be an agenda item in the stamping
BRT.

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xstampA01

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DATE INITIALED: OCT 28 2023
INITIALED BY PARTIES: MP. msy

NEW

**EXCERPTS FROM THE MINUTES
OF SOURCING SUBCOMMITTEE**

SUBJECT: Stamping BRT Insourcing Review

Within 90 days of the effective date of the agreement, the parties will have a stamping review to evaluate and discuss purchased stampings for potential insourcing consideration.

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DATE INITIALED: OCT 28 2023

xstamprevA01

1

INITIALED BY PARTIES: MP MSY

NEW

**EXCERPTS FROM THE MINUTES
OF SOURCING SUBCOMMITTEE**

SUBJECT: Supplier Engagement

The Company and the Union have held discussions with regard to the potential benefits to both parties of engaging the appropriate UAW Representative(s) in a regular information sharing forum during the development of a Program Sourcing Plan. It was discussed that by so doing, the participating UAW Representative(s) will be able to engage UAW represented GM suppliers to offer the Union's assistance to those suppliers to become more competitive in the areas of total enterprise cost, quality, delivery and/or service, with the intent to improve the overall competitiveness of the supplier.

To this end, the parties have agreed that on a monthly basis, a meeting will be held that will include representatives from Global Purchasing and Supply Chain, the International UAW GM Department, the UAW President's Office and GM Labor Relations. The purpose of this meeting will be to review, by Commodity Team, the sourcing pipeline for the next twelve (12) month period, for each Team. The number of commodities reviewed each month will vary and an agenda will be published in advance.

The commodity information to be shared in these meetings may include:

- Commodity / Part name
- Program(s) expected to be sourced during the next twelve (12) months
- Sourcing milestones for the Program(s), which will include timeline identification, an understanding of which commodities will be designated as participating in the Strategic Supplier Process (SSP), if any, what the Statement of Requirements (SOR) issuance date will be, and what date is projected for source selection
- Whether there are any UAW-represented suppliers on the bid list; and
- Excluding piece price or other confidential information and without comparison to other

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DATE INITIALED: SEP 15 2023

INITIALED BY PARTIES: MP MEY

suppliers, GM's perceptions of the quality, service, delivery and general competitiveness of the particular UAW-represented supplier.

If there are UAW-represented suppliers in operation that produce the commodity being discussed that are not expected to be included on the bid list, the parties will discuss the reason(s) for the Company not including such suppliers and whether there are any actions or interventions the UAW can take to help affect the bid status of that supplier.

The parties understand that the bid list and sourcing decision are at the sole discretion of the Company. The parties also understand that this process will not require or permit the Company to release any proprietary supplier or Company information, nor can it compromise the integrity of the GM Global Purchasing Process.

To the extent that suppliers, whether UAW-represented or not, identify objections to this process, GM will confer with the Union prior to making any changes to the process.

In addition to the above described monthly meetings, there will be a quarterly meeting held that will be attended by the Vice Presidents of Purchasing, Labor Relations and the GM Department of the UAW, unless deemed not required based on the progress of the monthly meetings. During this quarterly meeting, the participants in the regular monthly meetings will present a summary of activities they have engaged in during the past three months.

The exact participants in the monthly meetings as well as a schedule of the monthly and quarterly meetings will be established within 60 days following receipt of notice of ratification of the 2023 GM-UAW National Agreement.

The parties discussed the supply base concerns and opportunities to create and preserve jobs through the use of problem solving tools and Operational Excellence (OpEx). The company will make available OpEx training on an annual basis to the UAW-GM Sourcing Department and mutually agreed upon Union designees. This training will be provided in person or virtual through LMS and may include Quick Win, Green Belt (project leader) and Black Belt. The parties may mutually agree to add or modify the training frequency and material on a case-by-case basis.

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NEW

**EXCERPTS FROM THE MINUTES
OF THE WORK/FAMILY SUBCOMMITTEE**

SUBJECT: Training

During the current negotiations the parties discussed training opportunities for Doc. 46 Work/Family Representatives. Such opportunities have included attendance at two (2) annual training meetings and attendance at one (1) annual professional development conference. The parties expressed their mutual intent, based upon current business conditions, for such training opportunities to be continued.

Additionally, it was understood that the designee may replace the Doc. 46 Work/Family Representative at one (1) of the annual training meetings.

It was understood that attendance at such training opportunities is subject to approval by the Board of Trustees of the UAW-GM Labor Management Committees Trust Fund or their designated representative(s).

This excerpt will replace the "Excerpt From The Minutes Training" from 2019.

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DATE INITIALED: SEP 15 2023

INITIALED BY PARTIES: MP MEY

NEW

**EXCERPTS FROM THE MINUTES
OF THE WORK/FAMILY SUBCOMMITTEE**

SUBJECT: UAW-GM Work/Family Manuals

The parties discussed matters that are covered in the UAW GM Work/Family Policy and Procedures Manual, as well as the UAW-GM Program SPEC Standards Manual. More specifically, the parties discussed the following:

Confidentiality – The parties reaffirmed the importance of maintaining employee confidences consistent with the relevant provisions of the Work/Family Policy and Procedures Manual and/or the UAW-GM Program SPEC Standards Manual. Any problems encountered with respect to confidentiality should be promptly brought to the attention of the UAW-GM Joint Work/Family Committee of the LMC Trust for investigation and resolution.

Critical Incident Response - The parties recognize the importance of having a clearly defined Critical Incident Response process to support GM facilities when critical incidents occur. It is agreed that within 90 days of the ratification of the 2023 National Agreement, the UAW-GM Joint Work/Family Committee of the LMC Trust will update a mutually agreed-upon Critical Incident Response process. This process shall be documented in the UAW-GM Work/Family Policy and Procedures Manual. Any subsequent updates or revisions to the process shall also be jointly approved and incorporated into the manual.

Program and SPEC Manual Updates – The parties agree that the UAW-GM Joint Work/Family Committee of the LMC Trust will jointly update and combine the UAW-GM Work /Family Policy and Procedures Manual and the Standardization and Program Enhancement Committee (SPEC) Program Standards Manual. A joint process will be developed for the UAW-GM Joint Work Family Committee of the LMC Trust to validate SPEC Self-Assessments through an on-site pilot conducted at local facilities. Results of the pilot will be shared with the Board of Trustees of the

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DATE INITIALED: SEP 15 2023

INITIALED BY PARTIES: MP MEY

LMC Trust for evaluation, and as appropriate rolled out
across all UAW Represented General Motor's facilities.

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NEW

**EXCERPTS FROM THE MINUTES
OF THE WORK/FAMILY SUBCOMMITTEE**

SUBJECT: Work Family

During the current negotiations the parties discussed several matters regarding the successful Work/Family Program. The discussions centered around Local Work/Family Representatives having appropriate office equipment, Work/Family Program awareness training, and temporary Local Work/Family Representative support.

As a result of those discussions, it was agreed that UAW Document 46 Work/Family Representatives would be provided appropriate General Motors' office equipment.

The parties agreed that Work/Family Program awareness training should be provided to the workforce. To this end, the parties agreed that the UAW-GM Joint Work/Family Committee of the LMC Trust Fund will provide the Local Parties with Work/Family awareness training and materials for use as directed by the Key Four. Additionally, the material will be available online.

Further, there may be situations in which a Local Work/Family Representative may need temporary support in handling Work/Family duties. To this end, the parties agreed that, at the discretion of the Key Four, a current Document 46, or current locally or nationally appointed representative, may temporarily perform Work/Family duties as deemed necessary by the local parties. Basic awareness training for this designee will be provided by the UAW-GM Joint Work/Family Committee of the LMC Trust. Any plant having a population of less than 200 employees where the current Doc 46 Local Work/Family representative is unable to service off-shift employees adequately may petition the UAW-GM Joint Work Family Committee of the LMC Trust to address the resource limitation.

This excerpt will replace the "Excerpt From The Minutes Work Family" from 2019.

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DATE INITIALED: SEP 15 2023

INITIALED BY PARTIES: MP msy

UAW/Ultium Response	23-21
Date	10/11/2023
Time	12:00 PM

Article 23: 2023 Health and Safety

The Company recognizes that health and safety is as an overriding priority. The implementation of actions to help our employees realize a healthy, injury-free environment is a responsibility of all parties identified in this article. The Union will work with the Company in maintaining and improving a safe and healthy working environment. The parties agree to use their best efforts jointly to achieve these objectives.

The Company recognizes that its employees are its most valuable asset. The health and safety of employees is vital for the effective and efficient operation of the company. 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. In recognition of that principle, the parties agree to the following "Article" and "Attachment A":

Section 23.1 UAW and the Company 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 a National Joint Health and Safety Committee (NJC) and the Local Joint Health and Safety Committee (LJHSC) will be implemented within 90 days of ratification and be empowered to make mutually satisfactory modifications and additions to the health and safety portion of this agreement, providing they are at least as protective as Federal or State regulations, applicable consensus standards, or approved programs and/or language set forth in any other portion of this Agreement. The National Joint Health and Safety Committee (NJC) and Local Joint Health and Safety Committee will be formed, trained, and empowered to dealing with a broad range of health and safety subject matters. The parties will develop 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:

- A. The Local Joint Health and Safety Committee
- B. Safety Review Board
- C. The National Joint Committee on Health and Safety

The parties recognize that Section 23.2 of this Article describes an additional procedure for resolving health and safety issues. 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:

MSD
218
JOS
K4
ONG
JA
EM
RF
JK
MS
S.G.B
M.T.D
G.G
ES
JK
P
N.T.C
K.H.
T
P.W.
AS
W.T.
D.B.
R.E.

AO
PH
HM
BA
VM
C.C.

- A. Involves a disagreement about imminent danger
- B. Would significantly impact the Company
- C. Involves a policy issue not already covered within the UAW and the Company jointly agreed upon policies for health and safety
- D. Is a result of new processes or technological advances

Section 23.2. Health and Safety Employee Safety Concern and Complaint Process

The parties agree to use a joint health and safety process to improve health and safety within the plant 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 the two processes below will help fulfill the goal of both parties to resolve all Health and Safety issues as quickly as possible.

Furthermore, each Committeeperson and Supervisor shall conduct a joint safety observation tour of their department one weekday each week for the purpose of examining health and safety conditions. The Committeeperson may call for 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 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 concern utilizing the two processes below. If the problem remains unresolved, the Committeeperson may complete a "Health and Safety Complaint Form", which will be input electronically, and a printed copy will be provided, with all complaint statements included, as requested (described in this sections A-C below).

The first process to be utilized is the Employee Safety Concern Process (ESCP). This process will be the first line of defense to resolve safety concerns.

The ESCP will be the following:

Quick Resolution

1. An Employee presents a safety concern to their direct supervisor.
2. If the supervisor resolves the issue, then the Corrective Action (CA) is reviewed with the employee and all affected personnel and is implemented.
3. The Safety Concern is resolved.

Delayed Resolution

1. If the direct supervisor cannot resolve the safety concern within 24 hrs., the concern is logged into a tracking database system and documented on the floor level Business Plan Deployment (BPD) Board Safety Countermeasure sheet for visibility to the employee and the full team.
2. The Supervisor then posts an updated list of the Safety Concerns onto their BPD Board.
 - a. The Champion of the Safety Concern is the direct Supervisor.
3. The Supervisor investigates the safety concern with all affected employees and confers with the Joint Safety Team, if needed, for possible advice and resolution. Any resolution will be communicated to all shifts within the department.
4. Employee Safety Concerns not corrected within 7 days will be automatically escalated to the Area Manager. Serious issues beyond control of the Supervisor should be escalated immediately. The Area Manager will continuously review the concern, with the assistance of the appropriate Committeeperson, Joint SME's, LHSC, Joint Champions and provide recommendation(s) for corrective action(s), if needed, until all attempts for resolution have been exhausted.
5. Employee Safety Concerns not corrected within 30 days will be reviewed at the Safety Review Board (SRB). The SRB makes recommendation for corrective action, if needed. Should the SRB identify a countermeasure that is acceptable to the employee, the concern shall be deemed resolved.

The second process to be utilized is the Health and Safety Complaint Process.

This process will be followed when:

1. No countermeasure has been proposed by the employer within ten (10) days of the concern being entered; or
2. The Area Manager has proposed a countermeasure which the employee(s) are unsatisfied with, and fourteen (14) days have passed since the concern was entered.

Complaints by employees concerning health and safety issues may be taken up in accordance with the Joint Parties 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, electronically, a "Health and Safety Complaint Form". A Health and Safety Complaint Form submitted to the appropriate supervisor will initiate the complaint process.

- A. The area manager will give Management's answer promptly in writing on the "Complaint Form" which will be automatically transmitted to the employee,

Committeeperson, and a representative of the Local Joint Health and Safety Committee

- B. 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 LHSC, 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 at the special conference, the complaint will be answered by Local Management within five (5) working days. Thereafter, Article ten (10) of the CBA will be applicable. Thereafter, the regular Grievance Procedure of the CBA will be applicable.
- C. 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 above within five (5) working days.

If either the Company or the International Union, UAW wish to modify the portion of Section 23.2 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.

Section 23.3. 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 all equipment that may be necessary for measuring noise, air contaminants, and air flow, which will be available for use by the representatives of the Local Joint Health and Safety Committee. Industrial hygiene monitoring equipment will be available as requested for use by the representatives of the Local Joint Health and Safety Committee. The Company will work with the UAW to ensure that the industrial hygiene monitoring equipment complies with safety requirements.
- C. Provide training for members of such Local Joint Health and Safety Committee, and education and training in health and safety for all employees.

- D. Disclose the identity of chemicals or materials to which employees are exposed, including any information regarding remedies and antidotes for such chemicals, to exposed workers, and the Local Joint Health and Safety Committee.
- E. Provide staff and medical facilities to address various medical needs. In addition, the Company will provide the guidelines necessary to implement the Voluntary Emergency Medical Response Team.
- F. Provide at no cost, medical services, physical examinations, and other appropriate tests including but not limited to audiometric examinations, lung function tests, and appropriate medical surveillance to employees who come into direct contact with potentially harmful biological, physical and/or chemical agents or toxic materials. National Joint Committee and the Local Joint Health and Safety shall review to determine whether the health of such employees is being adversely affected.
- G. Provide to each employee a written report of the results of all industrial hygiene sampling. These results, including but not limited to those instances where it is determined that an employee has had a personal exposure exceeding one or more Company Occupational Exposure Limits (OEL's) and/or legally enforceable exposure limits will be reviewed with the employee by the site medical department and entered into the employee's medical records. The same procedure will be followed for CNT (respirable elemental carbon) samples exceeding $1 \mu\text{g}/\text{m}^3$ and for total dust samples exceeding $10 \text{ mg}/\text{m}^3$ taken for the purpose of measuring exposure to CNT. It is understood that these exposure levels do not necessarily indicate that the individual is overexposed if using appropriate PPE. Problems regarding this procedure should be brought to the attention of Management.
- H. Utilize and provide access to the Local Joint Health and Safety Committee to coordinate requests for site surveys. The (NJC) may participate in the surveys and, upon request, receive reports issued from such surveys.
- I. Arrange for Local Joint Health and Safety Committee to compile OSHA "Summary of Occupational Injuries and Illnesses", along with the total employee hours worked and incidence rate. Upon request, 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 release, having potential for serious injuries or illnesses to the National Joint Committee. After making appropriate arrangements, a prompt investigation may be made by a team from the International Union, UAW and the Company Health and Safety in accordance with the "Special Review Board" procedure.

The joint parties recognize 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:

- A. Instruct on the importance of reporting "Near Miss" incidents.
- B. Include near misses as part of the current incident investigation process including corrective action.
- C. 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 Local Joint Health and Safety 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 with the appropriate level i.e., LJHSC, Local Leadership, and Safety Review Board.

Section 23.4. Health & Safety Representation

The National Joint Committee on Health and Safety has four (4) representatives of the International Union, UAW and four (4) representatives of Ultium Cells LLC. Each party will appoint at least one (1) member who has professional training in industrial hygiene or safety. This National Joint Committee shall meet at least quarterly at mutually agreeable times and places and will review any and all items that the Joint Committee deems appropriate, including, but not limited to, health and safety data, programs, processes, procedures, and standards along with anything referred to it from the LJHSC or SRB. Minutes shall be taken and maintained by the National Joint Committee and provided to the Local Joint Health and Safety Committees, upon request. The Local Joint Health and Safety Committee 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.

The LJHSC will establish selection criteria for the Lead UAW Health and Safety/Industrial Hygiene Representative. The responsibilities of the Lead will include industrial hygiene activities, along with the roles and responsibilities outlined in Article 23.7 (Health and Safety Representative Roles and Responsibilities). This role will be selected within 90 days of ratification from the local workforce and appointed to the position by the International Union, UAW. Job function key elements of the Lead will be established by the NJC, and the appointee will demonstrate competency by successfully completing required training, determined by the NJC. The H&S roles and responsibilities will also include ergonomic evaluations which will be incorporated in 23.7 (Health and Safety Representative Roles and Responsibilities).

- A. The SRB has the responsibility for supervising and supporting the Joint I.H./Ergonomics Program. The parties will incorporate issues related to the Joint I.H./Ergonomics Program in the monthly LJHSC meetings as well as the SRB. In addition, LJHSC can request additional interim resources when I.H./Ergonomics needs of the site exceed what it can

be reasonably expected to accomplish in a timely fashion. Such requests will be reviewed and approved by the SRB. The local parties may refer unresolved issues or concerns to the NJC.

- B. The Lead shall assist in the collection of air samples.
- C. The IH representatives (employee and management) shall Jointly Develop, Modify, and Implement Safety Systems.

Section 23.5. The Local Joint Health and Safety Committee

The Local Joint Health and Safety Committee will consist of four (4) representative(s) appointed and approved by International Union, UAW and four (4) representative(s) appointed and approved by the Company. 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.

Local Joint Health and Safety Committees that have members on different shifts shall 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. The content of such training shall be mutually agreed upon by the parties with the participation of the International UAW Health & Safety Department. Where possible, training will be delivered by the Health & Safety Department.

When a Local Union Health and Safety Representative has an absence (e.g., scheduled vacation, attendance at training, emergency, etc.), such representative will be replaced, as soon as practicable, by an employee who has been trained and is designated to be the alternate by the International Union, UAW. As soon as practical following the effective date of this agreement, the International Union, UAW and the Company shall provide the names of the employees so designated.

The Local Joint Health and Safety Committee shall:

- A. Meet at least once each month at a mutually agreeable time and place to review health and safety conditions and make such recommendations in this regard as they deem necessary or desirable. Where Industrial Hygiene and Ergonomic support has been identified 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 the plant. Periodically, the Local Health and Safety Committee will review the associated functions performed by International and local appointees 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 every week. Prior to such observation tours, a review may be made of OSHA Form 300 injury and illness experience. Investigate promptly major accidents. Receive prompt notification of any employee fatalities or

serious work-related injuries. When such events occur during all shifts, 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 site and investigate such events.

- C. Be informed in advance, when possible, and have the opportunity to accompany Federal OSHA and EPA Governmental Health and Safety inspectors on compliance inspections.
- D. NJC may accompany the LJHSC when consultants are 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 to the Local Joint Health and Safety Committee.
- E. Be notified whenever a site contracts for Industrial Hygiene or related services concerning in-the-site 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, upon request. Reports and/or results of such surveys shall be for the uses of the LJHSC or the NJC. Advance arrangements should be made to permit participation in such surveys.
- F. The Union does not waive any rights provided by federal or state law by such accompaniment.
- G. Review lost time incidents and other major incidents which occur in the workplace and also review safety reports on such incidents and make any necessary or desirable recommendations.
- H. 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.
- I. Review Incident Investigation forms which shall include an analysis to determine the root cause so that appropriate corrective actions can be developed.
- J. Review, recommend, approve and participate in local safety education and information programs and employee job related health and safety training. The International Union, UAW Health and Safety Department will be provided with the opportunity to review provide recommendations and participate in such training or instruction programs.
- K. 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.
- L. Be provided with copies of photographs taken which relate to health and safety matters at the plant., who will forward them to the co-chairs of the National Joint Committee, upon request.
- M. Be advised of all industrial hygiene 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 one or more Company Occupational Exposure Limits (OEL's) and/or

legally enforceable exposure limits, the Local Joint Health and Safety Committee shall be informed in writing of such exposure and the corrective action to be taken.

- N. When any 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 members 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 all corrective actions.
- O. A union member(s) of the Local Joint Health and Safety Committee will become a member of the Chemical Control Committee. Additionally, the Industrial Hygiene support will be added to the membership of the Chemical Control Committee.
- P. Conduct periodic and annual audits of the Company's safety programs and processes.
- Q. Participate in the TabRA /Risk Assessment process for the purposes of design improvements in accordance with OSHA requirements.
- R. Nothing herein shall preclude the Local Joint Health and Safety Committee from consulting with the NJC regarding Health and Safety processes, programs, and concerns.

Section 23.6. Nothing herein shall be construed to restrict any employee's rights under Section 502 of the Labor-Management Relations Act, 1947, as amended.

Section 23.7. 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 this CBA.

A Health and Safety Representative, who is appointed by the International Union, UAW shall have the duties and functions set forth in this article and attachments dealing with Health and Safety. To address the need to ensure that all International Union, UAW Appointed Representatives assigned to the plant and their counterparts, where applicable, have the basic skills and knowledge necessary to perform their job duties, it is mutually agreed that the Joint Parties will identify a common core curriculum for Health and Safety Representatives. This curriculum must be completed within one year of the appointment or proof provided of previous coursework. This curriculum will be supplemented by required training specific to each of their respective areas of responsibilities.

H&S Roles and Responsibilities

- A. The (4) UAW Safety Representatives will work cross functionally in the areas of Health and Safety, Industrial Hygiene, and Ergonomics. The company will provide the necessary training to all four representatives to equally fulfill the duties. The UAW Health & Safety Representatives shall be notified and may assist in the collection of all industrial hygiene related sampling and ergonomic evaluations, in a timely manner.
- B. The H&S Reps will participate in tabletop exercise for various events, such as active shooter drills, bomb threats, and chemical leaks.

- C. The H&S Reps will complete OSHA 30, 521 training, American Industrial Hygiene Association (AIHA) fundamentals of Industrial Hygiene, Ergonomics, de-escalation, and conflict resolution, ERT training (such as confined space, fall protection, and fire extinguisher training), respiratory protection, noise, and all other necessary trainings to perform their duties provided by the UAW or the Company.
- D. H&S Reps shall review, recommend, work collectively to participate in local safety education and information programs and employee job related health and safety training. The Union reserves the right to continue to bargain over the role of the H&S Reps with respect to co-authority to approve training as part of a complete CBA.
- E. H&S Reps shall be permitted to access and review security camera footage in connection with carrying out their duties when such footage is used by the Company. For instance, when there is a camera near enough to the site of an injury or "near miss" that it might have captured the event, and the Company to review the footage as part of its investigation. Likewise, if a UAW member is subjected to safety related discipline is justified.
- F. H&S Reps shall participate in the buy-off process.

Nothing in this Agreement, including attachments, or in joint letters on health and safety or joint health and safety training materials is intended to, nor should it be taken to, create or impose upon the International Union or the Local, or any of their employees or agents, Joint Employer and/or principal-agent liability as it relates to injuries, disabilities, diseases, or other losses incurred by employees of Ultium Cells LLC or by third parties while on the property of Ultium Cells LLC.

Section 23.8. Attachment "A" Health and Safety

Introduction

The UAW and the Company will be 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 the Company have entered into the following Memorandum of Understanding which embodies the spirit of the concern shared by the UAW and the Company for the health and safety of employees. International Union, UAW and the Company leadership will demonstrate a visible commitment to protecting employees from workplace hazards. The Safety Review Board (SRB), which consist of the Joint Local Leadership and the Local Joint Health and Safety Committee (LJHSC) shall receive leadership training in health and safety. This course, to be jointly developed, entitled UAW and Ultium Cells Health & Safety Leadership Training, will cover roles and responsibilities. It will result in the establishment of a leadership driven safety process. This training will be subsequently extended to other members of leadership including supervisors and committeepersons. The parties are committed to jointly work toward a safer workplace through the joint involvement of all employees and will develop general awareness training for hourly employees that includes an overview of the health and

safety leadership process and associated responsibilities as well as potential hazards associated with NMP, CNT, electrolyte, and other hazards.

The Company and the International Union, UAW will work 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 recognizes its obligation to provide a safe and healthy working environment for employees during working hours. The Union will assist the company in fulfilling its obligations. Included in this Attachment "A" to this Article is a Safety Review Board process which is designed to enhance health and safety awareness and compliance. The parties continue to recognize their roles and responsibilities, to ensure that all employees have a safe and healthy work environment. The function of the NJC and the LHSC should be technically constructive and problem resolution oriented.

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 LHSC and NJC, as the mechanism, to guide in an appropriate direction.

Section 23.9. Jointly Develop, Modify, and Implement Safety Systems

International Union, UAW and the Company agree that Health and Safety programs are the foundation of a Safety System and encompass all joint Health & Safety programs, standards, and requirements. Joint Champions shall be established and identified within ninety (90) days of ratification. These Joint Champions will ensure that proper safety procedures are in place to eliminate or control hazards. These performance standards and elements will continuously drive the improvement of health and safety in the work environment. Failure to jointly execute all the Performance Standards and Elements significantly reduces the safety in the workplace.

The Company agrees to work with the UAW as a joint partner to refine and update for annual review of the Health and Safety systems, standards, requirements, and the applicable communications, for implementation. Upon ratification, the Company is committed to providing appropriate training, tools, and equipment to Joint Health & Safety Representatives, IH/Ergo, T3 trainers, and members of the Joint Skilled Trades Safety Team to enable them to perform their jobs at the highest level, and to assist the Company in becoming the leader in safety.

Section 23.10. Training and Counseling

The Company recognizes the responsibility of management to provide appropriate training, leadership, counseling, and corrective action as necessary to eliminate unsafe procedures or conditions from the workplace. Management and the LHSC shall provide appropriate technical resources, safe practice instructions, support training and counseling. Unsafe procedures 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 on safety testing procedures (for example, audiometric testing, blood lead or pulmonary function testing). Action taken to improve the safety performance of employees should be documented and copies retained by the LJHSC on a permanent basis.

Section 23.11. Review Board

The parties are committed to the continuous improvement of employee health and safety. The joint process developed between the parties will positively impact 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 facility, there will be a Safety Review Board (SRB). The NJC will identify individuals to be assigned to Health and Safety, as Co-Chairpersons, and appropriate support personnel, to participate in the SRB. Included within the SRB, a representative of maintenance supervision will be available to address and respond to key issues. The SRB will review reports issued by the Joint Champions including those involved in Ergonomics and Design-In activities. The SRB shall meet on a regular basis and consider appropriate health and safety matters within the respective departments. Additionally, if an urgent issue arises, either Co-chairperson may contact the other to review and resolve the immediate concern.

The SRB will be co-chaired by the Plant Director and Shop Chairperson and the membership shall consist of the Local Shop Committee and members of the Company's staff. The SRB 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 SRB meetings. In addition, the Safety Review Board may request the assistance of the International Union, UAW to consider projects, studies, training, and other such matters that pertain to employee health and safety. This may also include advice for implementation of health and safety needs expressed by the Safety Review Board, 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, LJHSC, and the SRB. 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 International Union, UAW and the Company Health and Safety, especially trained in analytical techniques. An action plan will be developed by the Special Review Board which will be overseen by the NJC.

The Special Review Board will consist of members of the NJC, LJHSC, Company, the Local Chairperson, and the UAW Regional Representative. The LJHSC, and/or other officials or resources may be invited by the Company to attend as observers. The Special Review Board will meet at a

site designated by the Company. 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 LHSC and issue its recommendations within two weeks after concluding its review.

Section 23.12. Video Filming and Reports

A video camera will be provided for use by the LHSC upon approval of IT Security. The operation or job site may be videotaped for informational purposes. One such purpose is ergonomics, which may require repeated filming of the same task and may require closeups of employee postures and positions. The identity of filmed employees should not be revealed without their permission. This may involve blurring or otherwise hiding faces. This equipment will be operated under the direction of the LHSC. Any video tape made of a job or operation will not be copied or released except under the direction of the Special Review Board. A confidential copy edited to remove proprietary and/or other restricted information will be provided to the International Union, UAW. Cellular phones may be used for business purposes to meet the needs of Section 23.13 and other design and quality concerns.

Section 23.13. Joint Research and Occupational Health Advisory Board

During the term of this Agreement, the NJC and the LHSC will evaluate the needs for research-based projects at the plant and determine whether a Joint Research and Occupational Advisory Board should be created, and how it will be structured and funded.

The Board's activities and those of its consultants or specialists will be supported by Ultium Cells LLC. The selection of Board members, terms of office and operating procedures will conform to the Board's charter as established and amended by the NJC. Additionally, as needed, the NJC will retain consultants who are recognized specialists in occupational health and safety to function as independent peer reviewers. These consultants will be responsible directly to the NJC and assist and advise on matters stipulated by the NJC. The number of consultants and the terms of their retention will be determined by the NJC and the scope of its research program.

NJC will also investigate opportunities for jointly sponsored health and safety research with other committees and/or organizations, including, but not limited to, those that the UAW represents.

The Company affirms its commitment to participate in joint efforts to better understand, identify, and address potential safety and health issues, if any, associated with 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.

Section 23.14. Ergonomics

The Company and the International Union, UAW recognize the need to review the possibility of Ergonomically related Musculoskeletal Disorders (EMSDs) in the workplace.

The parties also recognize that the control of EMSDs is a complex issue often requiring the application of several different control methods and technologies that may differ from operation to operation. These include an ergonomically appropriate design and feasible engineering and administrative controls to materially reduce or eliminate job related EMSD stressors, facilitate employee and supervisory training and education, and promote early recognition of the problem and early and proper medical diagnosis, treatment, and care.

The Company will jointly administer an Ergonomics Program with the UAW. The Company is committed to developing and progressively pursuing improving and enhancing the ergonomics process with the UAW. The purpose of the program is to deal cooperatively and constructively with the problem of EMSDs in the workplace.

The Company will commit to fixing jobs that are identified as presenting a corresponding and documented risk of employee injury. The parties recognize that effective corrective action for jobs which present a documented risk of injury, requires the timely use of sound judgment in combination with training, experience, and the following:

- Analysis results from a type of 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 jobs

Additionally, the parties agree to utilize the NIOSH 1991 Lifting Equation as a tool.

Seats, chairs and mats can be considered appropriate solutions to control specific ergonomic risk factors.

The LHSC will be responsible for the following:

- Participating in the "Design-in" Process that includes local site re-arrangements where EMSD risk factors may be present
- Conducting joint job analysis using the currently developed checklist that may subsequently be jointly modified by mutual agreement
- Providing recommendations for corrective action
- Monitoring the implementation of job improvements
- Conducting review and follow up
- Reporting monthly to the Safety Review Board

The LHSC will coordinate their efforts with resources from appropriate departments, e.g., Medical, Engineering, Skilled Trades, and Production, to support ergonomics evaluations. The LHSC will report monthly at each SRB meeting on ergonomics. Additionally, the SRB will address significant problems or roadblocks encountered by ergonomics evaluations. Ergonomics reports

will be provided upon request to the SRB and the International UAW Servicing Representatives. The status of the ergonomics process at the plant will be reviewed at the Safety Review Board meeting. Discussions concerning significant problems or roadblocks will take place at these meetings.

The parties agreed to jointly develop a 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 LHSC and the International UAW Servicing Representatives upon request.

Based on the results of the job analysis program, the plant shall implement feasible measures to control EMSD risk factors. The LHSC, in conjunction with input from the workers, engineering, supervision, skilled trades and others, 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 plant's current analysis tools. The UAW and the Company will develop jointly an Ergonomics Machinery and Equipment Guidelines that may be referenced for information regarding areas for potential improvement. These guidelines will undergo revisions as deemed appropriate by the joint parties. A good-faith effort will be made to accomplish correction of identified EMSD hazards at a particular job or workstation within six (6) months, after the LHSC 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.

Where it is necessary to wait up to six months or more for the implementation of engineering controls, administrative controls will be implemented within a week to provide immediate, even if less effective, relief from ergonomic hazards.

The SRB will monitor the corrective actions being implemented and any unresolved issues or concerns can be referred to the LHSC.

The UAW and the Company will inform and instruct affected employees on the controls implemented at their workstation and how they are to be used.

The facility will maintain documentation of modification activity, including the job or workstation 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.

The Company will include "ergonomics" in their planning process and this information will be available to the LHSC.

The Company recognizes the importance of identifying and addressing ergonomic issues early in the development process and values the importance of receiving input from site ergonomic personnel. Input from the LHSC on 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.

A Response Process will be encouraged by all levels of the plant's supervision, the LHSC and the Medical Department Staff, to report early signs and symptoms of EMSDs to the plant's Medical Department. An Ergonomics Evaluation Process will be developed and implemented within 90 days. This Ergonomics Evaluation Process will be applied to all jobs meeting any of the following criteria: ergonomics-related occupational medical visit, ergonomics-related Worker Compensation and work-related sickness and accident data, or referral to the LHSC. A list of jobs in the process will be maintained relative to the above inputs. Joint job analyses will be conducted using the Risk Factor Checklist, as a first level screening. A good-faith effort will be made to conduct the Ergonomics Evaluation Process within two (2) months of when a job is identified by the above noted criteria. Job analysis and redesign will include input from employees whose jobs are affected. All jobs where controls are implemented and/or corrective actions are completed must be re-analyzed to confirm sufficient reduction of risk factors.

The supervisor will provide the Response Process form to employees upon request and will encourage them, during their safety talks, to utilize the process. Completed forms will be forwarded to the LHSC.

In order to identify elements of skilled trades jobs that require necessary ergonomic interventions, the UAW and the Company will jointly develop a Skilled Trades Interview Form to effectively and efficiently analyze skilled trades jobs. The Skilled Trades Interview Form will be used when additional information is required and not contained in Response Process and/or Risk Factor Checklist.

The Company and UAW will provide training for the LHSC as well as other resources responsible for conducting the ergonomics process. This training may include Practical Ergonomic Training (PET) with the understanding that any person receiving PET may conduct a first level job analysis using the Ergonomics Risk Factor checklist. The Company's ergonomics design guidelines will be developed and included in training for the LHSC.

An Ergonomics Awareness Education and Training Program will 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.

The Company shall annually review with employees the application of ergonomic principles to the prevention of EMSD on their jobs during regular jointly developed and delivered safety talks.

The parties agree to maintain a Medical Management Program for the early detection, evaluation, and treatment of EMSDs. The Medical Management Program will provide common medical practice guidelines for patient evaluation and treatment, follow-up, workplace walk-throughs, and restricted work placement.

The Company agrees to implement an EMSD Education and Training Program for all personnel (including contract personnel) that render medical services related to EMSD. The introduction in this training shall include the effect of poor job design, identifying problem jobs, and potential solutions based on ergonomic stressors. This training shall also include 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 Medical Department will ensure that appropriate EMSD training has been provided and the International Union, UAW may review their training plans upon request.

The Company may authorize Medical Department personnel to attend education and training conferences that address EMSDs.

The Company 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.

Section 23.15. Health and Safety Training

The Company shall continue utilizing and updating its health and safety training programs. The UAW and the Company Health and Safety will also develop additional health and safety training programs to enhance employees' skills and abilities to perform their jobs in a safe manner. The LHSC will be responsible for identifying employee job-related health and safety education and training needs.

The LHSC shall be involved in identification of what health and safety training is needed and appropriate for their location, including jointly developed monthly safety talks.

A local training needs analysis will be conducted at the plant. Based on this analysis, a comprehensive training plan consistent with the local site 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 SRB, and may be reviewed by the NJC, to ensure consistency with OSHA, EPA, and other applicable Consensus Standard requirements. The LHSC shall be responsible for monitoring the progress of their local training plan.

The Company will continue to provide training resources. The LHSC will direct and oversee the development and administration of required training courses, including those developed by outside contractors. These courses will be deployed only after LHSC approval. The LHSC with input from the Safety Review Boards will establish the appropriate selection criteria for site health and safety trainers. Trainers selected will receive necessary instruction in conducting the specific training. Hourly site trainers will be selected by the LHSC.

In addition, materials to be used in the observance of Workers' Memorial Day will be provided for review with all employees.

The International Union, UAW Health & Safety Department reserves the right to provide Health and Safety training identified or needed prior to the Company outsourcing any applicable Health and Safety training at Ultium Cells, LLC.

The International Union, UAW and the Company jointly agree that Health and Safety training programs are integral to the success of the Company. In addition, the parties agree to add training as new technology and methodology becomes available.

T-3 Trainers will be appointed by the LHSC to deliver current and relevant safety information in their classes for both hourly and salary employees of the Company. The UAW and the Company will jointly update health and safety programs. The Company will establish additional training requirements for UAW and Company Health & Safety representatives based on the needs of the plant.

Section 23.16. Safety Training for Chairpersons of Shop Committees

The Chairperson of the Shop Committee may, upon request, attend training or instruction programs provided by the UAW and the Company.

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 Company's Tuition Reimbursement Program.

Section 23.17. Lockout-Energy Control Policy

Lockout

The UAW and the Company 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 agree that the Company's Lockout – Energy Control program must be universally implemented and enforced throughout the plant. To be effective, the parties affirm that the elimination of the potential for injury from hazardous energy is critical to worker safety.

It is the policy of the Company and endorsed by the International Union, UAW that:

Lockout is required where employees may be exposed to hazardous energy which could cause injury. Exposure means that the employee is in a position to be injured by released energy.

Where an employee is exposed to potential injury from expected machine energy/motion, the exposure must be eliminated. If the exposure cannot be eliminated, the machine will be locked out.

The plant will maintain an effective Lockout Energy Control program which will apply to all employees, based on safety standards and training.

Safety Control Systems (SCS)

The UAW and the Company recognize the importance of designing processes and equipment with effective health and safety controls that meet OSHA and other applicable Consensus Standards. Therefore, the parties agree to integrate Safety Control Systems (SCS) where motion hazards are present into the Lockout/Energy Control procedures. The fundamental process begins with performing an initial Task Based Risk Assessment (TaBRA) on any process where 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 process and as identified on the SCS placard. Any changes in the 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 / SCS Placards

The Company has identified a common tool to generate a common lockout placard for new, relocated 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.

The Company will conduct an annual review of 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 SRB to ensure appropriate compliance.

Section 23.18. Bus Plug-In Units

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 and identified as high risk. This practice supports that all bus plug-in units shall be installed and/or removed with the bus duct in an electrically safe work condition (ESWC).

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 a jointly developed, modified, and implemented Electrical Safe Work Practices.

Section 23.19. Refusal of Hazardous Work

A worker who has a reasonable belief that their work assignment may result in serious physical injury, including illness, should raise the issue through the process outlined in the Health and Safety Issue Resolution Procedure in Section 23.2.

Should technical consultation be requested by the supervisor or committee person, the LHSC will be notified to respond before further action is taken. In line with Section 23.5(N), 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 23.2.

Section 23.20. Improvement of Medical and Industrial Hygiene Services

The local UAW and the Company will jointly select and hire appropriate consultants for health and safety services. The Union will be informed in advance and be provided with an account based on specific legitimate requests regarding qualifications of the consultant(s) engaged by the Company.

The LHSC 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 LHSC and the NJC, upon request. In addition, the Company will provide a list of consultants under corporate contract for industrial hygiene services to the NJC and update the list when changes are made.

Management in conjunction with the LHSC will assess the need and where required, will develop and implement an air sampling plan. Such plans should be reviewed and implemented on an appropriately scheduled basis. Reports of industrial hygiene and noise measurement surveys will be provided to the LHSC who will provide it to the co-chairs of the NJC, upon request. The UAW Health & Safety Representatives shall be notified and may assist in the collection of air samples, in a timely manner.

Section 23.21. Environmental Control

Matters related to the Toxic Substances Control Act

- A. Subject to the protection of proprietary and confidential business information, immediately following the filing of a Pre-manufacture Notice or a Significant New Use Notice with EPA under the Toxic Substances Control Act for a chemical with which UAW

members covered by this contract may have to work or to which they may be exposed, the company will provide to the Chemical Control Committee (CCC) and the NJC a copy of PMN or SNUN, including the PMN No. or SNUN No. assigned by EPA.

Prior to commencement of use of any chemical with which UAW members covered by this contract may have to work or to which they may be exposed, the CCC shall jointly develop the health and safety procedures for use of that chemical, with assistance from the NJC upon request. Subject to the protection of proprietary and confidential business information, the company will provide the CCC all information it requests that is necessary to develop appropriate health and safety procedures, including any available health and safety studies submitted to EPA in support of the PMN or SNUN. The Company will attempt to make all such studies available. If the union members of the CCC or the NJC believe that a piece of information is necessary for establishing health and safety procedures and the company claims a legal reason [whether under US or Korean law] for not providing such information, the company shall provide to the union, a specific citation to the legal provision covering that piece of information and specific evidence that the requested information is covered by the legal provision in question.

Other EPA related matters

- B. Environmental information and reports, which are required to be reported to the Ohio Environmental Agency, the United States Environmental Protection Agency, and/or other related agencies and involve matters that affect the health and safety of employees, including but not limited to all reports related to environmental remediation projects, and spills or releases that are subject to government reporting requirements will be provided to the LHSC. The LHSC will forward such information to the co-chairs of the NJC upon request.

Section 23.22. Periodic Joint Audits of Sites

The International Union, UAW and the Company 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 LHSC and the Joint Champions shall evaluate the standards and elements within the joint safety system to validate effectiveness annually. The NJC can review the audit findings, upon request. The purpose of the audits is to review the effectiveness of health and safety activities reaching the operations level and being implemented across the workplace. The parties also agree to develop methods to assure the process is consistently applied and delivers measurable results. Additionally, the parties shall develop as part of the Safety Review Board Process a method to address repeat audit findings for identical deficient conditions found on consecutive audits.

The International Union, UAW and the Company will establish a joint review team to conduct such reviews annually. The dates, itinerary, processes, and timelines will be established by the LHSC.

The team will meet with the Plant Director, Shop Committee Chairperson and the LHSC 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 site, International Union, UAW Health and Safety Department and the Company Leadership within thirty (30) days of the review. Following the finalized report, the LHSC, 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 LHSC and the Joint Champions. Additionally, all such review information shall remain the confidential property of the Company and will not be released without the expressed written permission of the Company.

The parties agree that through the joint audit process, they will verify that the site has 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, the plant shall perform an appropriate evacuation and take shelter exercise/validation on each shift when workers are present.

Section 23.23. New Technology/Specifications The Company agrees that all process equipment planned for installation has been specified, ordered and delivered to Ultium Cells-Ohio. The process equipment has been provided under contract from LG Energy Solution under compliance with Korean Law – National Core Technology. The contract that formed Ultium Cells requires the business to protect the process technology intellectual property (IP). The Company must ensure compliance with all applicable laws and rules, including federal, state, and local laws, at Ultium Cells-Ohio.

The parties recognize the importance of the UAW's involvement in identifying health and safety issues.

To promote improved communications regarding such matters, as early as possible and preferably in the development cycle of the planning in the design process and incorporating lessons learned, the parties agree to perform Task Based Risk Assessments (TaBRA), on new equipment and manufacturing systems, and on existing equipment and manufacturing systems where locally agreed to and approved by the SRB. A Task Based Risk Assessment will be performed after the detailed designs are completed on new manufacturing equipment and/or processes. A review of anticipated equipment and/or processes with the shop committee and the LHSC will be held. The LHSC may be required to travel to vendors, sites, or other locations to participate in a design review of such equipment or processes. The UAW 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.

Reviews will be made at the appropriate level (i.e., Safety Review Board and National Joint Committee), for new technology/process awareness and to discuss safety related issues and/or concerns.

The Joint Safety Representatives will have the ability to consult with the site Ergonomics resource before machinery, equipment or processes will be released for production.

The parties discussed a commitment to jointly develop the UAW and Ultium Cells LLC Lockout Procedure Guidelines. These procedures will continue to be reviewed during a UAW and Ultium Cells LLC joint audit and should be reviewed during safety observation tours.

The LHSC and, when appropriate, the sites Ergonomics resource, 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 parties will continue their efforts to integrate health and safety into the development process of all Planned and Preventative Maintenance, which includes design and review into the earliest design cycle of any new/retro-fit equipment, processes, or operations at the appropriate level described in Performance Standard 18. A Design-In Team as described in Performance Standard 18 will be established within ninety (90) days of ratification of the CBA.

Section 23.24. Controls of Chemical and Other Exposures

Whenever Ultium Cells LLC communicates with EPA regarding a chemical regulated under TSCA, the company will have review that communication with the UAW in advance. The UAW will be a full partner in the submission of pre-manufacture notifications and significant new use notifications under TSCA as well as in the negotiation of Significant New Use Rules and New Chemical Exposure Limits.

Chemical Control Committee, including the union member(s) identified in the Chemical Control Committee, and the UAW will participate in all conversations and discussions held between the EPA and Ultium Cells LLC.

The Company shall follow, through professional industrial hygiene practice and methods, 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. The NJC will review Company Occupational Exposure Limits (OEL's) for assessing employee chemical exposure relating to the most recent TLVs, consensus standards and recommendations in addition to available scientific evidence and other non-mandatory Occupational Exposure Guidelines (OEGs).

The NJC will establish a medical surveillance program. The LHSC will receive notice of initial work-related medical cases reporting symptoms such as headaches, nausea, skin problems, and respiratory concerns.

When the Company introduces a chemical that requires medical surveillance, it will inform the NJC and provide a draft of the new medical surveillance program for the NJC's review and input. If the UAW believes that a chemical in the facility requires a medical surveillance program, it will inform the NJC and the medical department. In consultation with the medical department, the NJC will make a determination as to whether a medical surveillance program will be implemented.

Medical surveillance for respiratory effects of hazardous fluids will be offered to employees who are exposed to machining fluids in excess of $1\text{mg}/\text{m}^3$ as an 8-hour TWA. Such medical surveillance will include a standardized respiratory symptoms questionnaire and pulmonary function test. For personnel newly assigned to wet-machining operations, pulmonary function tests will be done once during the first year. Records of laboratory testing and coolant additions will be maintained and made available to the LJHSC upon request.

The Joint Parties agree that prior to implementing new chemical technology/processes and changes to current chemical processes, reviews will be made by the Chemical Control Committee (CCC), including the union member(s) identified in the Chemical Control Committee, for awareness and discussion of safety related issues and/or concerns.

The Joint Parties agree to continue to study the potential health effects of cutting fluids and to determine the need for additional controls where hazardous fluids/chemicals are used. The NJC will devise an action plan and make appropriate recommendations to reduce exposures. If wet machining is introduced the NJC will discuss what exposure limits are to be achieved.

The LJHSC will review process exhaust ventilation systems 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 Company's Industrial Hygiene Program will be reviewed by the NJC. It will utilize the following: A process for an assessment of intermittent exposures in skilled trades jobs and non-routine tasks. 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 and tracking database.

The LJHSC will receive notice of initial work-related medical cases reporting symptoms such as headaches, nausea, skin problems, and respiratory complaints.

Section 23.25. Access to Data

The Company agrees to use its current database that integrates both medical visit information and industrial hygiene data. The Company will provide the necessary training to utilize this database. This will make it easier for the LJHSC to retrieve and analyze injury/illness data. The system will also make it easier to input, retrieve and analyze air sampling data.

Additionally, a joint team of the LJHSC and Company Medical will develop standardized reports containing information used by the LJHSC in carrying out their responsibilities. The team will also ensure that the current or any new system will allow the LJHSC to generate special reports as needed for analyzing injury/illness trends. Reports that include OSHA 300 log data will be available for access by the LJHSC.

A joint procedure shall be established for review of the quarterly audit results of injury/illness records with the LHSC, by the Medical Department. This medical department audit includes a review of Worker's Compensation cases as part of the current audit of injury/illness records.

In order to monitor the effectiveness of the programs, the parties recognize that all work-related injuries and illnesses must be reported to the medical department as soon as possible. These injuries/illnesses shall be reported in accordance with procedures identified within the Joint Safety System. Further, the Company and UAW will encourage the reporting of near-miss incidents as agreed. The joint parties do not endorse the use of monetary or other tangible rewards for groups or individuals to discourage the reporting of work-related injuries or illnesses. The parties agreed that positive recognition for developing improved safety processes or accomplishing improved safety performance can be a valuable tool to continue to motivate managers, supervisors, and workers to keep safety as an overriding priority.

The NJC shall establish a represented employees' mortality registry by a joint process to which it will be done. The process will be developed within 6 months of this contract ratification.

The Company agrees to identify an exposure database that provides information pertinent to the joint investigation of health and safety issues. The Exposure Registry will be updated on a regular basis as determined by the NJC (historically every five (5) years). The Company further agrees to keep databases up to date and to jointly look for ways to enhance the effectiveness of these systems and the information.

Section 23.26. Noise Abatement/Control Program

The joint parties agree that the Company shall continue to maintain a comprehensive Hearing Conservation and Noise Control Program for the purpose of promoting noise reduction. If the LHSC determines that the noise levels in the plant support the creation of a Noise Control Committee, a Noise Control Committee shall be formed that may consist of representatives from Engineering, Operations, Medical, Industrial Hygiene, Finance, Purchasing, the LHSC, and others as deemed appropriate by the SRB, such as certain skilled trades personnel, and/or other employees. The Noise Control Committee has the responsibility to seek input from personnel in identifying noise sources and potential ways to reduce noise levels. The plant's Noise Control Committee, under the direction of the Safety Review Board (SRB), will utilize the Hierarchy of Controls to develop site 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 with noise exposure equal to or greater than 85 dBA as an 8-hour TWA.
- Perform an annual evaluation of the noise abatement plan and provide recommendations for improvement to the Safety Review Board.

- Ensure reports follow formats specified in the Company Occupational Hearing Conservation and Noise Program.
- Ensure new and rebuilt equipment meets the Company Sound Level Specification.
- Identify planned maintenance items related to noise control.

The Company will continue to conduct the annual noise exposure survey and provide findings to the LHSC and summary noise abatement program findings to the NJC, upon request.

The Noise Control Committee will meet regularly, record minutes, and report quarterly to the SRB 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 in the hearing conservation program.
- The number of employees at risk of exposure at or above 80 dBA.
- The number of employees at risk of exposure at or above 85 dBA as an 8-hour TWA.
- The number of employees at risk of exposure above 90 dBA as an 8-hour TWA.

Section 23.27. Planned Maintenance

The LHSC and the Joint Champions will identify health and safety requirements for Preventative, Predictive and Planned Maintenance Program. These requirements will include both those that are regulated by government agencies, applicable Consensus Standards and those established in the UAW and Company programs. The LHSC and the Joint Champions will also ensure local regulations and/or practices currently in effect are included. Safety-related information, such as established safe operating procedures, shall be included in the Planned Maintenance Program (e.g., MAXIMO). All open safety related Planned Maintenance items over 30 days shall be reported at the Safety Review Board monthly.

Section 23.28. Working Alone

The parties have discussed the need for a policy regarding the assignment of employees to tasks in isolated locations or confined entry spaces. 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. Additionally, when work assignments involve situations hazardous to an employee, appropriate precautions will be taken in accordance with safe work practices, including air sampling and ventilation, when necessary, communications systems, personal surveillance arrangements and, as required, adequate support personnel. When an employee brings to Management's attention a situation where they are reasonably concerned that their safety is jeopardized because they are working alone, Management will provide a copy of an applicable written Safe Operating Procedure to the employee detailing precautions to take to perform the task safely. If one has not been developed and reviewed, Management will give the employee job instructions to perform the task safely and make a written request to the LHSC for the development of Safe Operating Procedure. Safe Operating

Procedures will be developed by a cross functional group, including the LJHSC, maintenance teams, engineers, supervisors, and others and will be reviewed by the SRB at the next regularly scheduled meeting. This will not change or restrict any mutually satisfactory local practices.

Section 23.29. Joint Skilled Trades Safety Teams (JSTST)

The International Union, UAW and the Company agree that a Joint Skilled Trades Safety Team/Committee will be established within 90 days of ratification. The International Union, UAW and the Company agree that a collaboration on improving the safety of skilled trades work is important. The Safety Review Board will establish a Joint Skilled Trades Safety Team (JSTST).

The goals of the Joint Skilled Trades Safety Team are to assist the site Safety Review Board (SRB) in creating and maintaining the right skilled trades safety culture, and leverage the collective experience, expertise, and capabilities skilled trades workers through management commitment, peer leadership, participation, and teamwork. To fully integrate safety as an inseparable part of every job and ultimately eliminate injuries and incidents. This initiative relies upon each worker becoming a stakeholder in the hazard control process and being empowered to take responsibility for their own safety and the safety of others.

This endeavor is clearly focused on a skilled trades culture where the same pride and competence exhibited when it comes to performing their jobs is integrated into their role in preventing incidents and making the site safer for everyone. Skilled trades workers develop outstanding observation and troubleshooting skills and techniques when it comes to finding and fixing the problems on the site floor. The International Union, UAW and the Company agree we need to cultivate that same skill level and attitude when it comes to recognizing hazards and implementing control measures. Moving beyond their present mastery of safety procedures and protocols, the workers will develop expertise in hazard recognition and control.

There are several essential objectives required to achieve our goal:

- Establish a clear and unmistakable commitment by all skilled trades supervisory personnel to the safety of their employees and the participative process.
- Development and utilization of a comprehensive hazard recognition and control skill set for the skilled trades workers and supervisors.
- Integrate peer expertise into the safety leadership model to create a new composite in recognition of the important potential safety contributions and innovations of the workers.
- Within the skilled trades organization create a "team" environment where everyone shares the responsibility and accountability to make safety the overriding priority.
- Establish a clear and unmistakable commitment by the site leadership and local union leadership to the goals and objectives of the Joint Skilled Trades Safety Team.
- Create a work environment where skilled trades employees will readily report near miss issues for the purpose of preventing injuries to themselves and their fellow workers.

- Create a working environment where skilled trades workers will take immediate action to prevent an injury, when observing an unsafe situation.

Section 23.30. Emergency Response Teams

During these negotiations, the parties discussed certain issues related to Emergency Response Teams. The International Union, UAW and the Company will establish guidelines for Emergency Response Teams. The parties agree that the SRB will ensure that an emergency response plan is in place which addresses all Emergency Response Team (ERT) basic training, concerns, and situations specific to their site. The Company will highly encourage employee participation on Emergency Response Teams. Furthermore, the SRB will offer ERT first responders training pursuant to the Company's Medical Policy. This will not change or restrict any mutually satisfactory local practices that exceed these requirements. The Company will provide adequate chemical and medical response equipment for the Emergency Response Teams at the plant.

Section 23.31. Contractor Safety

When the Company provides outside contractors, vendors, or OEM's, the International Union, UAW and the Company agree Health and Safety policies and procedures and relevant UAW and Company Health and Safety work practices will be followed. The LHSC will identify procedures for contractor safety and provisions for protecting the UAW and the Company 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, the Company requires that construction or maintenance contractors comply with applicable Federal, State, applicable Consensus Standards and Municipal Health and Safety regulations.

Where the nature of the construction or maintenance work requires that contractor employees work in proximity to UAW and Company employees and the project and activities are likely to adversely impact the health and safety of UAW and Company employees, the Company will require, as a condition of the construction or maintenance contract, the contractor's commitment to abide by UAW and Company 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 Joint Safety Contract Management Champions and the SRB will monitor contractor safety activity to ensure compliance.

The LHSC will jointly develop a process to allow the ability to request to unlock safety tasks (i.e., Request to Unlock Safety Tasks (RUST)) and controls within the PLC. These changes must be reviewed and approved by the LHSC. All Safety PLC passwords must be maintained by the Joint Safety Representatives at the UAW and the Company.

Section 23.32. Engineered Nanomaterials

Regarding the health and safety of workers exposed to engineered nanomaterials in the workplace, the parties affirm the importance of timely hazard communication and addressing known risks, if any, early in the production process.

The Company 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 LHSC as it becomes available, and the International UAW as requested. Where known hazards, if any are identified, the Company will inform affected employees, 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 LHSC on a quarterly basis, if not sooner. 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 Health and Safety Representatives within the first twelve months of this contract period.

The joint parties will work to draft a UAW – Ultium Cells LLC 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 with the NJC.

Based on these efforts, to the extent the National Joint Parties agree necessary or appropriate, exposure assessments will be conducted jointly by Ultium Cells LLC Industrial Hygiene and Lead UAW Health and Safety/Industrial Hygiene Representative appointed with oversight provided by NJC.

Section 23.33. Health and Safety Conference

The parties agree to attending the International Union, UAW Health and Safety Department's annual conference which would benefit the Company, UAW Safety Representatives, and T3 Trainers at Ultium Cells, LLC. This training provides a variety of training related to new technology, OSHA 30 training, de-escalation, and conflict resolution, ERT training, (such as confined space, fall protection, and fire extinguisher training), and all necessary trainings to perform their duties provided by the UAW or Ultium. The Company would identify two individuals related to safety, at a minimum. The compensation related to the training and travel will be paid by the Company.

UAW RESPONSE: 24-11

Date: 10/5/2023

Time: 12:53 PM

Article 24: SKILLED TRADES SUPPLEMENTAL AGREEMENT

This Skilled Trades Supplemental Agreement, referred to herein as the "Supplement" is made and entered into on (month_, 2023, by Ultium Cells, LLC located at (names) referred to herein as the "Company" and the International Union, United Automobile, Aerospace, and Agricultural Implement Workers of America (UAW) and its Local 1112, referred to herein as the "Union".

This supplement shall be binding on both the Company and the Union and shall be faithfully performed by each. The parties recognize that an approach to labor-management relations that promotes cooperation, mutual trust, and good faith must be implemented if our goals are to be reached.

Section 24.1 Skilled Trades Supplement Preamble

The Company and the Union recognize the importance of a well-trained, properly equipped, and effective Skilled Trades workforce to the success of the organization. The Safe, efficient, and collaborative execution of Skilled Trades contributions to operational success are the goals of the company and the Union, jointly working together to foster these important principles.

Among the important topics that the Company and the Union will work toward together, include Skilled Trades, health & safety, overall effectiveness, quality of work-life, working conditions, Job Security, Company Competitiveness, and product and service quality.

The Company and the Union realize that achieving our goals are more than words in an agreement. The parties believe that understanding and respect for their respective rights and responsibilities is crucial to our joint goals. The parties believe that sincerity, and transparency will serve the joint parties well toward serving the best interests, and well-being of all employees, and the business.

A Skilled Trades Advisory Committee consisting of the appropriate Company and Union representatives will meet every month or as needed, on company time, to discuss matters pertaining to this supplement and the implementation thereof.

This Skilled Trades Supplement shall apply to all Skilled Trades and Apprentices as applicable herein.

In recognition of these principles, the parties agree to the following "supplement":

Skilled Trades Advisory Committee ("STAC")

The Company facility director, and the Union Chairperson will serve as ex officio members of the STAC committee. They will select the maintenance leadership for the committee for their respective organizations.

The STAC will be composed of three Company and three Union members, including two Company maintenance leaders and a Company Apprentice Representative, and a Union Committee Skilled

Handwritten initials and signatures on the right side of the page, including "ZMG", "IAG", "VMI", "FLC", "HM", and "KLN".

Vertical list of handwritten initials on the left side of the page, including "MSX", "JG.B.", "NK", "JA", "SC", "MS", "SRF", "KH", "ES", "ME", "K.H.", "EW", "AS", "DB", and "RC".

Trades Maintenance Leader, A Union Committee Member Knowledgeable in Skilled Trades, and a Union Apprentice Representative who will be focused on upskilling, reskilling, and apprenticeship responsibilities. Additionally, the maintenance leadership of the committee may add any other Subject Matter Experts (SMEs) deemed appropriate as defined by the committee, including SMEs needed to supplement the apprenticeship program periodically shall be added as appropriate.

Section 24.2 Skilled Trades Teams

The Union and the Company recognize that the plant's ability to be competitive is contingent upon improving the effectiveness, flexibility, empowerment, stability, and job security of the Skilled Trades workforce. The parties agree that this will be applied in a manner that supports our mutual objectives to manufacture products safely at industry leading quality, cost, and timing levels while enhancing the rights, dignity, and empowerment of UAW Skilled Trades workers.

The parties agree to provide an organizational culture that will serve the needs of our UAW-represented skilled employees and provide our customers with continuous improvements in product quality and value.

The parties agree that this approach can best be accomplished through the formation of Skilled Trades teams established on the basis of qualified and knowledgeable Skilled Trades utilizing the "first person in" concept of work assignments in the teams. This concept recognizes the importance of matching needed core skills with the tasks. Collaboration amongst the various trade groups, supporting each other is a crucial part of leveraging their collective knowledge and experience for continuous improvement activities. Other considerations toward fostering collaboration will include common tasks (ex: a mechanical task common among the mechanical group's core skills and area or department proximity). The concept of helping hands will be employed where core skills does not preclude a person from assisting cross trades due to safety concerns. Each team may have a Crew Leader (as detailed in section 24.4) who will directly report to a Skilled Trade knowledgeable supervisor.

The Skilled Trades are often faced with novel, and complex tasks. It is expected that they will be encouraged to pause their efforts and seek assistance from their area SMEs (ex: Production Crew Lead, Skilled Trades Crew Lead, Safety Representative, or Supervisor) when situations arise that pose a risk that is unaccounted for, or in cases of indecision about such a task.

Any work assignments that are not routine in nature will be required to utilize a pre-task analysis approach, including a collaborative and plan-oriented execution of the work, and a detailed post task analysis to capture lessons learned and share experiences. The pre-task analysis process will be jointly developed with the input of the Skilled Trades. The Skilled Trades will lead the process culminating in sharing of knowledge and experience about the best, and safest ways to perform the work. The STAC will identify the pre-task planning material and facilitate ongoing improvements to the process with Skilled Trades input.

Central to the team approach are interdependent highly trained teams and supervisors that meet regularly to discuss issues affecting the team, its work, and the work environment. Team meetings will be held weekly, or as needed on Company time; and the meetings will focus on safety, product

quality, training, cost, quality of work-life, mitigation of risk, and what elements of their normal work might have drifted close to safety margins, and other issues that are within the team's ability to address. It is expected that leadership will take this opportunity to share principles that will guide the work and ensure that every Skilled Trades worker returns home safely to their families every day. Among the most important organizational principles is the expectation that no employees sustain serious or fatal injuries. Another important organizational principle is the importance of learning, and fluent, transparent collaboration at every level of the organization.

The parties commit to supporting the team approach and agree to create an environment where everyone's energy is directed towards personal achievement while supporting both the Company and Union mission. It is expected that each employee's sense of job security, personal responsibility, achievement, and quality of work-life will increase, as they participate more in decisions that affect them and the equipment/processes they install, commission, repair, service, and deconstruct.

Section 24.3 Skilled Trades Work Assignments

Skilled Trades work assignments will follow the premise of utilizing core skills and be established separately within the following Occupational Groups:

- Electrical Occupational Group
- Mechanical Occupational Group

Those employee(s) whose qualifications and experience indicate that they were employed in the electrical field will be assigned to the Electrical Occupational Group. Those employees whose qualifications and experience indicate they were employed in other mechanical Skilled Trades fields will be assigned to the Mechanical Occupational Group.

The concept of collaboration will also be employed where special skills or knowledge does not preclude a person from assisting cross trades due to safety concerns. While it is often beneficial for an electrical and mechanical team members to collaborate and support each other for tasks such as troubleshooting, core skills shall always be considered when performing work. The concept of collaboration is not intended to be used as a backfill for other skilled trades positions across classifications.

Section 24.4. Skilled Trades Crew Leader

The Skilled Trades Crew Leader position will be a bid position. The bid process will be detailed by the STAC within 90 days of the ratification of this Agreement. The duties of the Crew Leader will encompass scheduling, job coordination, spare parts ordering (as directed by Part Leaders), safety risk planning, standardized work development, and other related duties, as assigned. The Crew Leader will not have responsibility for discipline, hiring, firing, overtime equalization or other similar matters, which will remain the direct responsibility of a management employee. Current Crew Leads at the time of ratification will be grandfathered into their current role.

The department will be canvassed for employees who are interested in being considered for the Crew Leader position. Management will post for and select from any of the interested employees for the Crew Leader position using merit, competency, and ability with seniority breaking all ties where merit, competency, and ability are equal.

Crew Leaders are considered working leaders as needed. Concerns regarding conflicting duties will be mitigated by their supervisor with escalation to the STAC if needed.

No employee will be forced into a Leader position; however, volunteers may be obtained.

If during the life of this Supplement the Company contemplates expanding the role of Leader, the parties agree to meet to negotiate the duties, compensation, selection process and other effects relative to the change(s).

Crew Leader Deselection

The parties reaffirm their commitment to enabling and supporting selection of quality Skilled Trades Crew Leaders. In recognition of the value this position brings, every effort will be made to maintain their service as a Leader.

If a direct supervisor of a Crew Leader believes a leader is in need of guidance/mentoring, they will ask the STAC to review any concerns and conduct mentoring accordingly. Ongoing concerns will be addressed by Human Resources (HR) and deselection determinations made at HR's reasonable discretion based on merit and ability concerns. Concerns regarding Selection or Deselection may be the subject of the grievance procedures.

Crew Leaders may use their Date of Crew Leader selection to exercise shift preference, in accordance with the Shift Preference Article, by bumping an existing less senior employee (Crew Leader), or once a newly selected Crew Leader has established 90 days on the job.

Section 24.5. Skilled Trades Seniority

Seniority as provided for in the Agreement shall apply to Skilled Trades.

Section 24.6. Skilled Trades Shift Preference

Shift Preference as provided for in the Agreement shall apply to Skilled Trades.

Section 24.7. Skilled Trades Reduction in Workforce / Layoff and Recall

Reduction in Workforce/Layoff and Recall as provided for in the Agreement shall apply to Skilled Trades.

Section 24.8. Skilled Trades Vacation Scheduling

Vacation Scheduling as provided for in the Agreement shall apply to Skilled Trades.

Section 24.9. Skilled Trades Occupational Groups

Skilled Trades seniority is established separately within the two Skilled Trades Occupational Groups by classification at date of entry.

Skilled Trades employees will fall within the Occupational Groups defined by UAW apprenticeable Trades as follows:

- Electrical Occupational Group members are defined as Electricians and any other electrical related apprenticeable Skilled Trades and Journeyperson(s) as so mutually agreed upon in writing between the parties.
- Mechanical Occupational Group members include: Machine Repair, Millwrights, Pipefitters, HVAC Technician, Boiler Operator, and Machinist (collectively work together as "Industrial Mechanics"). The primary production maintenance mechanical classification is Machine Repair. Any other mechanical related apprenticeable Skilled Trades and Journeyperson(s) shall be mutually agreed upon in writing between the parties.

If an employee is transferred permanently from the production member group to the Skilled Trades group (ex: apprenticeship indenturing, credentialed Journeyperson internal hire), he/she shall establish seniority as a member of the new Occupational Group as of transfer and entry date. External Hiring of properly credentialed Skilled Trades/Journeypersons will be given a date of entry as of their date hire. They will be placed at the bottom of the seniority list (last) as of that date.

The two areas designated for Skilled Trades are Facilities Maintenance and Production Maintenance. Seniority will be accrued by the two Skilled Trades Occupational Groups by classification at date of entry.

Opportunities to move between the two areas, Facility Maintenance and Production Maintenance will be under the following circumstances:

If a Skilled Trades Employee holds a valid Journeyperson card or the equivalent credentials as listed in this supplement, for the Occupational Groupings/classifications listed herein, they can exercise their seniority to:

- A. Fill an opening created in that area.
- B. Fill a promotional bid in that area such as (Crew Leader).

If the Skilled Trades employee does not have a journeyperson card in the listed occupational groupings, they must possess the requisite time and experience listed in this supplement. For non-promotional openings, the Local Apprentice Representatives may evaluate the non-promotional opening opportunity to determine if the current level of knowledge and experience are adequate for the duties required for the opening.

Training opportunities cross departments toward journeyperson status will not displace Skilled Trades in the department training is taking place in. Trainer to trainee ratios are best conducted

at a level not to exceed 1:1. Where training effectiveness will not be diminished, the STAC may approve a higher ratio. This is not meant for apprentice training which is 1:1.

Skilled Trades employees who do not possess a Journeyman card or equivalent, will be identified and circled as candidates for further training (upskilling) toward a Journeyman card or equivalent credential. This article establishes a starting baseline and sets forth the pathway for Skilled Trades to establish these skillsets. There will be no reduction in pay or benefits as a result of this baseline. The STAC in consultation with the International UAW Skilled Trades Department will provide guidance on assessment of each circled Skilled Trades employee to place them in the proper level of the designated apprenticeship from a training or upskilling perspective. They will be eligible for upskilling at that point. Similar apprenticeship rate graduations will apply the same commencing from the placement in the program up to Journeyman status (topping out) or equivalent.

Any required licenses or certifications beyond the credentials set forth in the Journeyman card requirements will be facilitated and reimbursed by the Company with no costs to the Skilled Trade employee. Such participation by Skilled Trades will be compensated as set forth in this supplement as part of the Skilled Trades Training portion of the agreement.

Section 24.10 Hiring Journey Person Externally:

The Company and the Union are committed to the standards set forth for our Skilled Trades. When Hiring Skilled Trades externally, and where practical, the following qualifications will be considered:

- Completion of a bona-fide apprenticeship program with standards equivalent to the Union/Company Apprenticeship Standards, or
- Eight (8) years of documented experience in the trade, or
- Five (5) years of documented experience in that classification and three (3) years of documented experience in a related apprenticeable classification, or
- Experience and training equivalent to that required in a bona-fide apprenticeship program as set forth above.

In applying this policy, it is understood that the Company must maintain appropriate flexibility to be able to meet its skilled workforce requirements in those unusual situations where applicants who fully meet the criteria are unavailable. Nothing herein shall modify, limit, or restrain the Company's sole and exclusive right to hire.

Where feasible, the Joint Apprenticeship Representatives will be afforded the opportunity to review the candidates' credentials.

Section 24.11 Bargaining Unit-Included Work Non-Bargaining Unit individuals shall not perform Skilled Trades bargaining unit work except under the following conditions:

- A. In the instruction or training of Skilled Trades employees in unforeseen circumstances. (For example: A novel and/or unexpected breakdown that requires special instruction.)

- B. Attempting to improve/tryout methods of production (a Skilled Trades bargaining unit member can be present).
- C. Subject Matter Expertise in Problem resolution (a Skilled Trades bargaining unit member can be present).

It is understood that all efforts will be made to use alternative measures such as overtime and the calling of employees before the Supervisor determines that they need to temporarily supplement the hourly Skilled Trades workforce in unforeseen circumstances. These provisions will not be used to circumvent the Skilled Trades staffing.

Section 24.12 Skilled Trades Training

Due to the unique circumstances facilitating two Occupational Groups and the need for flexibility of skilled assignments, the Company agrees that it will provide and compensate for all costs associated with technical training as required by the facility training plan. Any required licenses or certifications required as a result of this training will be covered by the company. Any applicable shift premiums, or other premiums as set forth in the agreement will be paid as part of the training. Training shall be during the assigned shift, where possible. The purpose of this training will be to help the Skilled Trades employees maintain and enhance their core skills, establish new skills through upskilling, and update safety awareness and knowledge. The STAC will discuss and concur with an appropriate training plan for each year of the agreement.

In cases of new technologies, equipment, and processes, the Company will provide training, and hands on experience to efficiently, and safely implement new technologies, equipment, and processes into the plant.

Every attempt will be made to allow Skilled Trades to attend training. In the case of unforeseen circumstances such as emergency breakdowns it may be necessary to reschedule trainees for training. If a Skilled Trades employee(s) is denied the opportunity or is removed from training, then rescheduling of said employee(s) will, to the extent possible, become a priority. The Company may utilize a process of Training a qualified Skilled Trades person (T3) to train others on their team where possible/practical.

Internal Trainers

If, in the Company's and Union's judgment, a Skilled Trades person is qualified to conduct technical training, the tradesperson may be asked to volunteer to provide such a service. STAC will concur on the selection and give the recommendation to the Plant Chairperson, and H.R. Manager for approval, and may be further trained to deliver such training. Developing internal trainers is desirable and mutually beneficial. Internal training templates for creating certified trainers will be jointly developed. They will detail content and delivery expectations for the subject matter.

Material related to training content will be given to participants or made available electronically with easy access for those who can use electronic formats.

Section 24.13 Journeyman Development and Upskilling

Upskilling Program Implementation

- A. The Company and the Union agree to empower the STAC to investigate and implement the Upskilling Program through the Apprentice Representatives. The committee shall meet on a regular basis to assess the training needs, develop flexibility/versatility charts for evaluation of skills sets, identify relevant training opportunities, and ensure the effective execution of the program. The commitment (cadence and timing of pathway completion) to help candidates attain Journey card or equivalent status will be balanced with the impact on operations and the availability of external and internal training resources.
- B. The Upskilling Program shall focus on providing comprehensive training that aligns with the specific needs of the Company and incorporates input from the journeyperson employees to tailor the curriculum according to the corresponding classification.
- C. The Upskilling Program shall be flexible and accessible, utilizing a combination of in-house training, external training, online courses, mentoring, and other appropriate methods to accommodate diverse learning styles and preferences.

Eligibility

- A. All current Skilled Trades employees who have not attained Journeyperson or equivalent status and who express an interest in participating in the Upskilling Program shall be eligible. Two paths for attaining Journeyperson or equivalent status will be available: a bonafide apprenticeship, or 8 years of on-the-job experience with designated core skills to be attained.

Compensation and Benefits

- A. Skilled Trades employees opting for participation in the Upskilling Program shall receive compensation during training hours as per the current Collective Bargaining Agreement.
- B. The Company shall bear the cost of all training and educational materials approved by the STAC as part of the Company training plan, including tuition fees, books, and other necessary resources.
- C. Upon successful completion of the program, Skilled Trades employees shall be entitled to appropriate recognition, including Journeyperson certification and any wage or bonuses for achieving Journeyperson or equivalent status, and the Skilled Tradesperson qualifies, he/she may apply for their Journeyman Card through the International UAW Skilled Trades Department.

Evaluation and Review

- A. The Upskilling Program shall be subject to regular evaluation to assess its effectiveness and identify areas for improvement.
- B. The STAC Apprentice Representatives shall conduct these evaluations and make necessary adjustments to the program to ensure its continued success.

- C. The STAC Apprenticeship Representatives shall hold an annual review of the Upskilling Program's performance and make any required modifications to keep it relevant and impactful.

Section 24.14 Skilled Trades Specific Specialized Protective Equipment

There are tasks the Skilled Trades perform that require specific, specialized protective equipment to be used. The Company will provide this equipment at no cost to the employee. The following, details specific criteria that will be used in the provision and/or use of this equipment. Replacement of all identified equipment will be done expeditiously as the useful life approaches being met as indicated by the manufacturers and any applicable standards.

Arc rated suits for electricians as specified by the NFPA 70E standard or equivalent, will be provided, and cleaned properly by the Company after every use. These specialized suits will be conveniently located to promote usage and proper storage.

Inclement weather gear will be provided to each Facilities Skilled Trade employee, who work outside. This gear will be of the high-visibility type to ensure work being done in dark places or at night can be easily identified as a worker performing tasks. An ANSI Green or equivalent color shall be used. Both cold weather and inclement weather considerations shall be accounted for.

The current supply of arc-rated clothing counts will remain unless a fourteen-day supply is requested due to usage concerns/circumstances. Cleaning will be done by the Company on an ongoing basis.

Arc-rated gloves with both rubber and leather pairs will be provided to electricians. They will be inspected per the requirements of NFPA70E. Any defective or end of useful life gloves will be replaced promptly.

Section 24.15 Maintenance Management Systems

A recognized maintenance management system such as "MAXIMO" is critically important to the maintenance, and reliability of equipment as well as the health and safety of employees. Maximo or an equivalent system shall be used in conjunction with other Company efforts to keep equipment in excellent working order. The system data will be available for access by the STAC upon request. Concerns or suggestions about the Maximo system/process will be brought to the STAC. Safety critical work orders will be identified by the joint parties. They will be given a high priority status in the system. The progress of these work orders will be provided weekly to the joint local leadership to ensure they are timely in completion.

The Company and the Union acknowledge the need to establish clear guidelines and responsibilities for planned/preventative maintenance activities within the workplace. It recognizes the significance of these tasks for the efficient and safe operation of the plant while delineating the roles of Skilled Trades and production workers in the maintenance process.

Section 24.16 Planned/Preventative/Emergency Maintenance (PPEM) Defined

- A. Planned/Preventative/Emergency Maintenance (PPEM) refers to a systematic approach to maintenance that involves scheduled inspections, cleaning, adjustments, and replacements to ensure the reliability and optimal functioning of equipment and machinery.
- B. PPEM is crucial for minimizing unscheduled downtime, reducing equipment failures, and extending the lifespan of critical assets within the plant.

Skilled Trades Responsibilities

- A. Skilled Trades employees shall be responsible for conducting PPEM tasks that require technical expertise, specialized training, and qualifications.
- B. Skilled Trades shall perform complex inspections, repairs, overhauls, and calibration of equipment and machinery, following established maintenance procedures and safety protocols.
- C. Skilled Trades shall also be accountable for maintaining accurate records of completed PPEM activities, identifying potential issues, and providing feedback to improve maintenance processes, using MAXIMO or an equivalent system.
- D. The Skilled Trade data generated will not be used in any way for punitive purposes. It is understood that team members are accountable for their work.

Section 24.17 Tools and Equipment Provisions

The parties reaffirm their commitment to providing the proper tools for Skilled Trades to perform the required work. A toolbox and base tool set is provided upon onboarding. A request for additional specialty tools as identified by the Skilled Trades as needed to achieve an efficient and safe means of task completion may be submitted to the STAC for review and approval.

In the event a locker or toolbox has to be opened by management, a Union committee person or representative will be present throughout the process.

Section 24.18 Skilled Trades Maintenance shops:

The STAC will evaluate the minimum number of Skilled Trades Workshops per area (Facility and Production Maintenance). It will also consider the design and equipment. Consideration for current and future business needs is critical in locating any maintenance shops. The STAC will facilitate input on the design of the facility workshop which is projected to be completed within 6 months after ratification of this Agreement.

Section 24.19 Skilled Trades Safety and Health Learning The parties agree that safety and health are of utmost importance. The Company shall continue to make provisions for the safety and health of its Skilled Trades employees during hours of work and the Union will cooperate with and support the Company's efforts to eliminate accidents and health hazards.

An employee is required to report a work-related illness or injury to his supervisor immediately. The Company will pay an employee's lost work time if she/he requires off-site medical care on the day that he reports a work-related illness or injury. Reporting must be welcomed and encouraged by management. All events/injuries of a serious nature must be approached with a

learning attitude by management. Learning context from the experts of the work (Skilled Trades). The goal is to prevent reoccurrence. Understanding the context of the work, and why actions made sense in the moment is crucial. The Company shall create an environment that enables reporting, and transparent learning by creating a culture of safe inquiry.

The Company will provide first aid facilities and a qualified person to administer first aid to the extent necessary for adequate care of employees on regularly scheduled shifts.

Section 24.20 Troubleshooting Training:

The Company and the Union recognize the unique risks and challenges Skilled Trades Employees face while troubleshooting equipment. Within 180 days of the agreement, the Company will initiate a Troubleshooting Training development pilot strategy. This can include engaging a third-party instructional design company who can work with the Skilled Trades employees to outline the content of the training. Content will be centered around general troubleshooting techniques, and the use of available technologies to safely perform the tasks. It is not intended that equipment documentation will be shared with development vendors as part of the development. This training can be delivered annually to all Skilled Trades by internally certified/qualified trainers. Training content can include plant equipment risks, and the general risks included with the act of troubleshooting. Benchmarking can take place where available to review best practices.

Additionally, the Company will work with Skilled Trades to identify and consider new technologies and safe troubleshooting tools that will assist in high-risk troubleshooting activities. This may include robotics, drones, portable vision systems, etc.

Section 24.21 Chemical Awareness and Safety Training

Due the nature of the operations, a Skilled Trades chemical safety training module will be developed to be delivered annually to all Skilled Trades including apprentices. The content will be based on task, and unique condition exposure potential indicative to Skilled Trades work, including plant/operations specific scenarios. Internal trainers can be considered to deliver this training on an ongoing basis.

Section 24.22 Outside Contracting

During these negotiations the company and the Union discussed the need to balance Outside contracting certain work with the desire to recognize and utilize the valuable skills and ability of the Skilled Trades workforce for all work that is feasible for them to do. In some instances, work is contracted due to circumstances that preclude Skilled Trades from performing the work as detailed below.

Consistent with Ultium's and the current industry practices, the company intends to outside contract building construction projects. While new installation projects, including commissioning, of large production equipment will be contracted, the outside contracting checklist will be utilized to determine any appropriate opportunities for the Skilled trades to participate in those types of projects. Factors such as: very high-risk work, special training certifications and regulations, project complexity, purchase of new production equipment,

significant modification to processes involving cell chemistry and form, and workforce logistical challenges, will be used to determine contracting needs.

With regard to Commissioning, the Company believes that this work provides learning and training opportunities for our Skilled Trades. The elements of electrical debugging, powering equipment on, Safety circuit checks, and Input/output (I/O) checks provide unique and valuable opportunities to learn new equipment. The Company commits, where feasible, to assigning the appropriate Skilled Trades workers during these critical time frames to work with outside personnel. Other opportunities for learning during commissioning will be utilized as identified.

Changes in the size, skills, and certifications of the Skilled trades workforce will be considered in future discussions. Where circumstances warrant further dialogue to assess the Skilled trades doing work, the Outside Contracting Checklist will be utilized.

EXHIBIT

OUTSIDE CONTRACTING CHECKLIST

(Factors To Be Considered Prior To Letting an Outside Contract for Skilled Maintenance and Construction Work)

The Company and the Union discussed provisions of the Collective Bargaining Agreement. The Following Outside Contracting checklist has been agreed to by the parties for use as a planning tool to ensure that relevant factors related to Outside Contracting are fully considered prior to a contract being led to an outside contractor.

The following Outside Contracting Checklist has been developed and agreed to by the

Advance Notification and Clearance Procedure	
Please place a check in the "Fully Considered" column after each factor is considered.	Fully Considered
(1) Provide the Union with advance notification in writing prior to letting such a contract (except where unforeseen time and emergency circumstances prevent it).	
a. Describe the projects general nature and scope	
b. Indicate the estimated trades and manpower that are required.	
c. Provide the approximate dates within which the work is expected to be performed.	

d. State why the services of an outside contractor are being contemplated.	
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OUTSIDE CONTRACTING CHECKLIST

Advance Notification and Clearance Procedure	
Please place a check in the "Fully Considered" column after each factor is considered.	Fully Considered
a. Are peculiar specialized skills involved?	
b. Is specialized equipment not available?	
c. Are there other reasons, such as economies of scale, which can be realized because specialized contractors can better perform the work in question?	
d. Does the volume of construction work preclude the possibility of its completion within the time limits set forth by the Company?	
(2) Afford the Union an opportunity to comment on the Company's plans within one week of the project review meeting	
(3) Consider the Union's comments in light of all attendant circumstances and give appropriate weight to those comments.	
(4) Plant Engineering Department to evaluate the ability of local plant forces to handle the given project.	
(5) If Plant Engineering decides it is unable to perform the work in question, advise the local Union and if the Union so requests, a meeting will be arranged by the Labor Relations Team for the purpose of further advance discussion with the Union as to why plant forces cannot perform the work.	

OUTSIDE CONTRACTING CHECKLIST

Advance Notification and Clearance Procedure	
Please place a check in the "Fully Considered" column after each factor is considered.	Fully Considered
a. Provide the Union with a written communication concerning the results of the meeting.	
b. If part of the project is to be performed by plant forces, identify that portion in the written communication.	

Project Planning and Scheduling	
Please place check in the "Fully Considered" column after each factor is considered.	Fully Considered
(6) Will be performing the work on straight time vs. overtime, including weekends	

(7) Identify any plant Skilled Trades forces on layoff, how they will be brought back.	
(8) State if there are any specialized work skill competencies that the contemplated contractor personnel possess that Company forces do not.	
(9) Indicate the number of outside contractor personnel involved in the project.	
(10) Determine number of Skilled Trades employees available/committed to complete project [canvassing].	
(11) Estimate the percentage of affected trades to be assigned work alongside the contemplated contractor if contemplated.	

Service and extended warranty contracts shall be considered in the same way as set forth herein. Concerns regarding the Checklist alignment will be escalated to the Skilled Trades Advisory Committee (STAC). Failure to comply with the provisions of the Collective Bargaining Agreement with respect to outside contracting could result in a grievance protesting the contemplated outside contract.

 Company Representative Date:

 Union Representative Date

Additionally, in rare emergency circumstances where immediate actions may be necessary, the Company will immediately notify the Local Union and the parties will communicate directly to facilitate equitable decisions to mitigate the emergency situation. In some cases, local Skilled Trades may be able to mitigate the emergency, unless special skills and equipment are needed. In these cases, open, transparent, and clear communications are imperative to review and resolve unique circumstances.

Section 24.23 New/Modified Equipment Reviews:

The Company and the Union confirm their commitment to utilizing the skills and expertise of the Skilled Trades workforce with respect to new equipment reviews. The parties agree that upstream reviews and corrections are most beneficial and cost effective. To this end, jointly identified Skilled Trades will be allowed where possible, to review and provide input on equipment design and build from an operational and maintenance/servicing perspective.

As part of the reviews, Skilled Trades will ensure that all necessary documentation, manuals, and schematics are available, legible, in English, and will be delivered with the equipment to the plant.

When it is necessary for contractors, integrators, and commissioning personnel to be on site, they will be held to equivalent standards and protocols as the plant adheres to while performing any work.

If there are communication barriers to the transfer of knowledge, the Company will make reasonable efforts to ensure communication is possible, including providing translators, the use of technologies to assist in communications, and relevant training. The goal of shadowing is the transfer of skills, knowledge, and experience.

During plant commissioning of new/modified equipment, a process equivalent to the current G-Risk, and G-Comply standards being used, will be utilized to ensure all aspects of the installation and start-up are accounted for. This will include visual management of the milestones to ensure everyone understands the state of the equipment. This process will be well-documented, and the plant Skilled Trades along with other members of production, quality, and engineering may be a part of this process.

The Company and the Union will review all equipment, and identify gaps to available documentation, manuals, and schematics. A plan and definitive timeline will be jointly established to close all gaps. Electronic versions of these should be considered.

Section 24.24 New Technologies and Artificial Intelligence

The Company recognizes the value of engaging Skilled Trades in the earliest possible stages of consideration of new technologies. The Skilled Trades offer valuable insight into how technology will impact the plant, and its processes. Twice per year, the local joint leadership will meet to review in advance any new technologies being contemplated. Contemplated applications of Artificial Intelligence, including its impact on the bargaining unit and intended data collection, will be shared also. The technology will not be used as a punitive tool. Appropriate Skilled Trades associated with the applicable processes will be a part of these meetings. The Company commits to gap analysis and allocation of resources to close those gaps prior to any implementation of the equipment or processes. Any training associated with the technology will be facilitated prior to implementation, with hands-on training as soon as practical. An internal standard will be developed to control remote access (externally) of equipment. The goal will be to maintain the safety, security and integrity of the equipment while being accessed.

Section 24.25 Skilled Trades Retention and Morale:

The Company and the Union recognize the ever-increasing pressures and challenges in attracting and retaining Qualified Skilled Trades. The Company will conduct an annual retention and morale survey with all Skilled Trades on company time. The survey will be designed, conducted, and analyzed by a qualified third party using a valid survey instrument. All data will be shared with the Union. The joint parties will meet post analysis to determine next steps for improvement opportunities. The Company will select the survey third party with concurrence of the Union. A cross section of production members should be considered for surveying, this will provide

feedback on propensity to become Skilled Trades apprentices with a focus on attracting diverse candidates.

Section 24.26 Apprenticeship Program:

During these negotiations, the Company and the Union acknowledged that Skilled Trades personnel deliver essential support to operations that facilitate 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.

Apprenticeship Establishment

Within 90 days of ratification of this agreement, the parties mutually agreed to establish a Skilled Trades Advisory Committee (STAC) which will identify one Company and One Union Apprenticeship Representative to develop a DOL Registered Apprenticeship program for training of Skilled Trades apprentices and facilitating guidance and oversight of any upskilling needs.

Contents of the registered DOL standard completed by the Apprentice Representatives

- Minimum Qualifications for current members or outside applicants to apprenticeship
- Apprenticeship will be time based 8000 hours.
- Work Process Schedule and Related Instruction Outline
- Credit for Previous Experience
- Probationary Period 1000 hours
- Ratio of Apprentices to Journeypersons 1:1
- Details of the selection procedures using the Industrial Readiness Certificate Program.

The Skilled Trades Advisory Committee apprenticeship representatives will work with the DOL and the International UAW Skilled Trades Department to establish Registered Apprenticeship Standards for all Company and union apprentices.

Duties of the Apprentice Representatives

- Monitor the progress of all apprentices/upskillers at their location. This specifically includes monitoring apprentices' shop and school progress and performance, and making contact, when required, with apprentices on the job to determine progress. It also includes reviewing apprentices' in-course progress assessment reports, and prescribing training, shop rotation, and/or other appropriate remedial actions necessary to improve apprentices' performance in the program.
- Hear and decide all questions involving apprentices under these Standards which relate to their apprenticeship, including the apprentice's seniority date.

- Recommend that a Certificate of Completion of Apprenticeship be awarded upon satisfactory completion of the requirements of apprenticeship as established herein. No Certificates will be issued by the Registration Agency unless approved by the Skilled Trades Advisory Committee.
- Assist in projecting, as best possible, the future attrition rate of journeypersons in apprenticeable trades at their location, so appropriate numbers of apprentices to be placed on course may be requested.
- Work with local colleges and training vendors to establish and maintain necessary related training curricula.
- Help schedule training and act as a liaison to local colleges for our course work needs
- Report as requested to the Skilled Trades Advisory Committee.
- Administer the IRCP program to develop an apprenticeship list.
- Other duties as identified by the joint parties pertaining to reskilling, up Skilled Trades Journeyperson card status.
- Offer suggestions for the improvement of the apprentice program. Comply with all procedures as established by the Skilled Trades Advisory Committee.

Section 24.27 Local Joint Apprentice Representatives:

During these negotiations the joint parties discussed the value of utilizing the apprenticeship foundational components to help bridge the upskilling gaps identified, as well as facilitating Skilled Trades Journeyperson card status. To this end a locally established apprenticeship program will focus primarily on existing Skilled Trades Journeyperson card status completion, and any upskilling needs as jointly identified by the local joint parties for the first two years of the agreement. If during this time the Skilled Trades Advisory Committee decides apprentices being added on course are appropriate, they may do so. As this completion curve becomes less resource intensive, the Skilled Trades Advisory Committee can shift more focus to establishing the first batches of apprentices going on course. One (1) UAW member of the Skilled Trades Advisory Committee shall be an Apprentice Representative, and jointly with one (1) Company member of the Skilled Trades Advisory Committee shall administer both work streams identified herein. An allocation for up to 40 hours per week will be afforded to the UAW Apprentice Representative to fulfill the required duties. With initial program setup and subsequent periodic program review, and program update decisions, two Skilled Trades subject matter experts will be identified by the Skilled Trades Advisory Committee, one from Facility maintenance, one from Production maintenance to provide area expertise in decision making in these meetings as needed. The STAC will oversee all activities, and ensure the hours being utilized are in accordance with the roles and responsibilities set forth herein. Additional apprenticeship members or allocation of hours for committee members will be managed by the Skilled Trades Advisory Committee on an as needed basis.

The UAW Local Apprentice Representative shall be permitted to attend regular Shop Committee meetings for the purpose of assisting in the handling of apprentice-related issues. 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 UAW Local Apprentice Representative and a Company apprenticeship representative member of the Skilled Trades Advisory Committee shall meet at a mutually agreed-upon time on an as needed basis. The UAW Local Apprentice Representative will be paid his/her regular rates for time spent in such meetings and for the necessary time to properly perform their duties and functions provided for the hours he/she would otherwise have worked in the plant.

Issues unresolved at the local level may be referred by the joint apprenticeship representatives to the UAW International Skilled Trades Department and Senior Company Leadership for guidance toward resolution.

Industrial Readiness Certificate Program (IRCP)

The UAW Local Apprentice Representative will develop and implement an Industrial Readiness Certificate Program to establish a list of candidates for the apprenticeship program.

Applications

The application process for apprenticeship training shall be made available to incumbent workers who have successfully completed the Industrial Readiness Certificate Program (IRCP) and wish to prepare for their future as a Skilled Trades Journeyman through apprenticeship training. The Apprenticeship Representative will determine the distribution of such applications.

Apprenticeship Agreements

Apprentices shall be entered into the Program by separate apprenticeship agreements between the apprentice, the Company, and the Local Union. A copy of each Apprenticeship Agreement will be furnished to the Apprentice Representatives, and the Apprentice Apprenticeship Agreement will be registered with the Bureau of Apprenticeship and Training, U.S. Department of Labor.

Supervision Of Apprentices

Apprentices shall be under the general direction of the supervisor of the department to which they are assigned. The department supervisor is authorized to move apprentices from one (1) assignment to another in accordance with the predetermined schedule of work training. The apprentice will be assigned by the supervisor to a journeyman until further assignment by the supervisor. No apprentice may be retained on a scheduled work process for a period longer than the time for such work process unless permission is granted in writing by the Apprentice Representative.

Resignation

The apprentice shall have the right to resign from apprenticeship at any time upon three (3) days' notice in writing to the Apprentice Representative. The STAC will offer mentoring before the resignation of the apprenticeship is finalized.

Wage Progression

A. Apprentices hired on and after the effective date of this Agreement in each of the trades covered by these standards shall be paid a progressively increasing schedule of wages as follows:

- 1st 1000 hours--65% of the current Journeyman wage rate.
- 2nd 1000 hours--70% of the current Journeyman wage rate.
- 3rd 1000 hours--75% of the current Journeyman wage rate.
- 4th 1000 hours--80% of the current Journeyman wage rate.
- 5th 1000 hours--85% of the current Journeyman wage rate.
- 6th 1000 hours--90% of the current Journeyman wage rate.
- 7th 1000 hours through completion of Program--95% of the current Journeyman wage rate.

Internal apprentice candidates will not be subject to a pay rate reduction and will fall into the progression that matches their current rate.

Apprentice Related Training Attendance

The Company shall provide the required related training set forth in the DOL Registered Apprenticeship Standards during the apprenticeship. Apprentices shall be paid at their regular hourly rates for actual school attendance, except for repeated courses, provided the total number of class hours for which an apprentice shall be compensated shall not exceed the required number of hours required in the Appendix A of the DOL Registered Apprentice Standards.

Time spent on actual school attendance by apprentices who enter into Apprenticeship Agreements shall not be subject to overtime or premium pay and such time shall not be considered as time worked in computing overtime or premium pay. Time spent in actual school attendance during the week's regularly scheduled work hours, will be considered as compensated hours in the calculation of overtime pay when the employee works the sixth and/or seventh day of the workweek and has not experienced lost time. On a daily basis, when the apprentice works and attends related training, the related training hours and worked hours combined, are not to exceed normal work hours scheduled, which will be used for overtime calculation purposes.

Notwithstanding the above, apprentices shall be paid at double their regular hourly rate for actual school attendance on any of the holidays, except for repeated courses, provided, however, the total number of class hours for which an apprentice shall be compensated shall not exceed the required number of hours required in the Schedule of Work Processes.

Apprentice Hours of Work

An apprentice shall work the same hours during the contractual workweek and will be subject to the same conditions as the skilled journeymen of the trade who are employed by the Company. Apprentices may work overtime hours providing that all skilled workers with seniority of that trade, in that department, have been given first opportunity. However, apprentices may work overtime if helping a journeyman complete a job, without asking all journeymen/women first, if it is deemed advantageous by the supervisor and only when it would further develop the apprentice's skills. When an apprentice is required to work overtime, the employee shall receive credit for straight time hours toward their apprenticeship requirements.

The apprenticeship representatives will request any apprentice overtime opportunities will be limited if their performance or progress is negatively affected, by notifying the STAC.

Apprentice Layoff

Apprentices will exercise their seniority in their own classification. For example, if there are four apprentices in any specific trade and a reduction in this number is required due to lack of work, the first hired shall be the last layoff and the last layoff shall be the first to be reinstated. In the event the reduction in force is due to unusual circumstances, including but not confined to, a transfer of 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, the STAC shall develop an alternative layoff and recall plan.

An employee having seniority in the plant who enters the apprentice training program shall, during the period of their apprenticeship, retain and accumulate seniority in their former seniority group; and if laid off from the apprentice training program, they shall be returned to their former seniority group in the plant in line with such established seniority in their former seniority group.

However, prior to the placement of new hire Journeypersons, or new apprentices, the Company and the Union agree to return the apprentices on layoff to the previously held apprentice classification.

Apprentice Toolboxes And Tools

As soon as practicable after being placed in an apprentice group, Apprentices will be furnished with an appropriate toolbox, and a basic set of tools appropriate for the work and tasks required in the apprenticeship. Additional tools needed will be requested for procurement.

Apprentice Forecasting And Development

Consistent with these discussions and in response to present Skilled Trades demographics, potential future retirements, and attrition, the Company commits to retaining a viable apprentice program. It is recognized that business conditions, increasing competitive pressures and the future business outlook will continue to impact the number of apprentices required to be placed on course. Nevertheless, the Company recognizes the Apprentice Program as an important source of qualified journeypersons. Both parties recognize that an active, viable Apprentice Program must align with the business requirements in terms of both content and size and that it is the Company's intention to continue to utilize the Apprentice Program as a major source of future journeypersons.

Given these considerations, the parties agree to jointly develop an apprentice needs forecasting methodology that will include annual review to align apprentice needs with business requirements.

To ensure that an appropriate number of apprentices are placed on course when and where required, the parties, business conditions permitting will consider the following methodology to guide decision making in adding new apprentices. Annually, a projection number will be

calculated for each apprenticeable classification. This calculation will start in second year of the agreement and be utilized going forward unless business conditions dictate an earlier need.

For each annual review to determine how many apprentices should be considered to go on course, the Apprentice representatives will work in conjunction with the STAC to calculate a projection number for each classification. As part of the pre-work, the Apprentice Representatives will meet with current Skilled Trades to attain any voluntary information regarding near term and future plans of each person. This will help create apprentice forecasting legitimacy.

- Calculated projections will incorporate age, demographics relative to attrition, business needs of the facility as provided by the STAC, weighted consideration for classifications with less populated numbers unable to absorb attrition as easily, competitiveness and retention rates of the facility, and community-based influences such as Skilled Trades availability externally.
- The STAC along with senior leadership will determine an apprenticeship onboarding percentage based on these threshold calculations. A common useful benchmark percentage is 40% - 50% of the calculation. Uncertainty, and inaccuracy of the projections generally result in less than a one-for-one calculation. Final decision as to how many apprentices to indenture is the sole right of the company.

Apprentices will be placed on course as soon as practicable.

A letter forecasting the number of Apprentices to be onboarded will be signed by the Local Joint Apprenticeship Committee, Human Resources, and an appropriate Operations Senior Leader, and issued.

The Company retains the right to alter the onboarding plan based on changes to business conditions. The goal will remain to be the continuance of using the apprenticeship to bridge any gaps created by attrition.

Following these negotiations, and annually in each remaining year of the Agreement, a letter will be signed by the Local Joint Apprenticeship Committee, Human Resources, and an appropriate Operations Senior Leader, and issued, detailing the number of apprentices to be indentured. The mix of apprentice classifications will be determined by local parties based upon current and future business needs.

The Local Joint Apprenticeship Committee will develop the core skills content and how it will be delivered. It is understood that while the existing work force will be a major source of future apprentices, this will not limit the parties from adjusting based on mutually agreed upon business conditions.

It is also understood that in cases where graduating apprentices would create a surplus in the local skilled workforce, these graduating apprentices will be recognized as journeypersons and will have the option of either being placed on indefinite layoff or be placed to work in a

production classification. These journeypersons will be subject to placement in accordance with all the provisions of this agreement.

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