

(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.

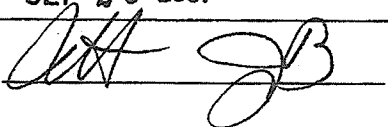
This provision does not apply to employees covered under the "Entry Level Memorandum of Understanding."

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

DATE INITIALED: SEP 25 2007
INITIALED BY PARTIES:  

(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, (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).

[See Doc. 87]

DATE INITIALED: SEP 25 2007
INITIALED BY 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 3, 2007, the sum reduced during the fifteen periods shall be subtracted from the Cost of Living Allowance table, and the table shall be adjusted so that the actual three-month Average Consumer Price Index equates to the allowance payable during the period beginning June 6, 2011 4, 2007.

[See Par. (101)(e)]

[See Doc. 87]

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

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- B. Upon mutual agreement, the Corporation may hire Long-Term Temporary Employees for a period up to one (1) year.
- C. Long-Term Temporary Employees hired into Traditional jobs will be paid 70% of the Traditional wage. Those hired into non-core operations will receive the non-core starting rate with progression.
- D. A Long-Term Temporary Employee shall accrue no credit towards acquiring seniority. In the event such employees become full-time employees, they shall receive credit for time worked towards acquiring seniority and establish a plant seniority date as of their date of hire as a Long-Term Temporary Employee.
- E. Such employees are not covered by any Benefit Plan or the Pension Plan except as defined in the Memorandum of Understanding covering Long-Term Temporary Employees' Wages and Benefits.
- F. Long-Term Temporary employees will receive pay for all holidays that occur while they are employed provided:
- 1) The employee has worked at least 90 days prior to the holiday(s)
 - 2) The employee would otherwise have been scheduled to work on such day if it had not been observed as a holiday, and
 - 3) The employee must have worked the last scheduled work day prior to and the next scheduled work day after each specified holiday within the employee's scheduled work week. For each Christmas holiday period, the employee must have worked the last scheduled work day prior to each

- E. Such time worked by a laid off seniority employee will not be considered in the calculation for breaking seniority and exhausting rehire rights at a former plant pursuant to Paragraph (64e).
- F. The provisions of the Application of Corporate Seniority (Section ~~IX-VII~~) of this Memorandum are not applicable to employees hired pursuant to this Section ~~X-VIII~~.
- G. An employee with seniority hired at a secondary plant for vacation replacement or other temporary work will remain eligible for permanent job openings in accordance with the provisions of Area Hire Placement (Section I) and Extended Area Hire Placement (Section II) of this Memorandum.
- H. All other provisions of the National Agreement and its Exhibits shall apply to employees hired pursuant to this Memorandum.
- I. This procedure does not apply to permanent job openings.
- J. The National Parties are authorized to make modifications and adjustments as necessary.

IX. LONG-TERM TEMPORARY EMPLOYEES

The parties discussed the need for employees to be hired on a long-term temporary basis (i.e., new product launch, Special Attrition Program transition).

Long-Term Temporary Employees shall be employed in accordance with the following:

- A. The Corporation shall review with the Vice President of the UAW GM Department situations requiring Long-Term Temporary Employees.

XII. TRAINING

In order to ensure consistent administration of Area Hire and/or Extended Area Hire, training materials will be developed and a joint meeting will be held of those people responsible for the administration of these provisions. Costs for the training will be covered by joint funds upon approval of the Executive Board-Joint Activities. Topics to be discussed, but not limited to, are:

- Changes in the Area Hire provisions and related matters as a result of ~~2003-~~2007 Negotiations.
- Review of existing procedures and provisions.
- ADAPT (Accommodating Disabled People in Transition).

holiday period and the next scheduled work day after each holiday period.

XII-X. REQUESTS FOR EMPLOYEES

- A. Request for Temporary Employees (i.e., Summer Vacation Replacements), and Long-Term Temporary Employees shall be made in writing to the National Parties for mutual approval.
- B. Temporary and Long-Term Temporary Employees will be considered for Entry Level job opportunities.

XI. TEMPORARY OPENINGS - PARAGRAPH (64)(e) (Formerly Document No. 16)

- A. Laid off employees working at permanent 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 at permanent 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.

~~(B) — The initial Secured Employment Levels for each Unit shall be equal to the sum of: (1) the number of active employees with one or more years seniority at work and on roll in the Unit on the Effective Date; (2) the number of active employees occupying SEL slots in the Unit on the Effective Date; and (3) the number of unfilled new hire obligations in the Unit as of the Effective Date due to the application of the outsourcing/new hire provisions of the 1996-99 Agreement, Appendix K (Article II (O)(2)b.3.). Such active employees will be SEL eligible and shall include employees not at work who are:~~

- ~~(1) — on vacation,~~
- ~~(2) — receiving bereavement pay,~~
- ~~(3) — on jury duty,~~
- ~~(4) — on any leave of absence of 90 days duration or less,~~
- ~~(5) — on temporary layoff, and~~
- ~~(6) — any other employee having a direct attachment to the active workforce.~~

~~(C) — A series of SEL Benchmark Minimums will be established for each Unit on the Effective Date, representing projected SEL eligible employment minimums as of the close of each calendar quarter beginning with the quarter ending December 31, 2003 through the quarter ending June 30, 2007. Each quarterly Benchmark shall be determined by subtracting from the immediately preceding SEL Benchmark an amount equal to .333% of the Unit's Initial SEL, so that the June 30, 2007 Benchmark shall equal 90% of the initial SEL. (If this calculation results in something other than a whole number, sequential rounding adjustments may be made to even out the calculations over the term of the Agreement.)~~

APPENDIX K

MEMORANDUM OF UNDERSTANDING JOB SECURITY (JOBS) PROGRAM

The Corporation and the Union are committed to enhancing the job security of General Motors employees. The Parties also recognize that such job security can only be realized within a work environment which promotes operational effectiveness, continuous improvement and competitiveness.

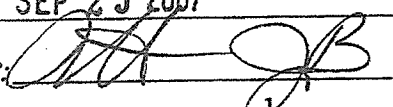
Accordingly, the parties have agreed to this JOBS Program and have pledged to work together, consistent with this Program and other provisions of the National Agreement to enhance the Corporation's competitive position.

The cornerstone of the JOBS Program is ~~a commitment to pre-determined Secured Employment Levels (SELs), a series of SEL Benchmark Minimums, and to provide~~ protection against indefinite layoff for eligible employees as expressly provided herein.

I. SCOPE OF THE PROGRAM - The Corporation and the Union agree that:

~~(A) The secured employment levels (SELs) (i.e., numbers of eligible employees or positions covered by this Program as defined herein) initially shall be established as of the Effective Date of the Agreement at each bargaining unit for skilled and non-skilled employees will be continued. The transfer of an employee between skilled and non-skilled will cause the SEL for the group receiving the employee to increase and the other group from which the movement occurred to decrease unless the movement occurred to satisfy the SEL, in which case the SEL will remain the same in each group.~~

DATE INITIALED: SEP 25 2007

INITIALED BY PARTIES: 

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~~SEL who would otherwise have been laid off as a result of any event other than those described in Paragraph I(E).~~

II. JOB SECURITY ELIGIBILITY

~~ADJUSTMENTS TO THE SEL AND SEL ELIGIBILITY~~ Following the initial determination of the SEL, it will be adjusted as follows:

- (A) All seniority employees on roll as of the effective date of the 2007 GM-UAW National Agreement are covered by this Memorandum.

A plant by plant listing of the number of employees covered by this Memorandum will be provided to the National and local JOBS Committees. This report will be updated quarterly.

- (B) Discharged employees who are Job Security eligible will maintain their eligibility upon reinstatement.
- (C) When a Traditional employee quits, retires, dies or is placed on Salary, the Traditional employee will be replaced as soon as possible, but in no event no longer than 30 days, as follows:

Production

- (1) Recall a seniority employee from layoff from the facility, or rehiring an employee with a Paragraph (64) (e) rehire right or a laid off employee from the Area Hire;
- (2) Will allow an inplant Entry Level employee from the facility to become a Traditional employee;
- (3) Hire a new Entry Level employee.

~~(D) No employee will be laid off for any reason, other than described in I(E), if such layoff would cause the number of active employees in the unit to fall below the then current SEL or otherwise result in the layoff of one or more SEL-eligible employees.~~

~~(E) Paragraph I(D) notwithstanding, an employee protected from layoff by the SEL may be laid off for any of the following reasons:~~

(A) Employees may be laid off for any of the following reasons:

- (1) ~~Volume~~ volume related declines attributable to market related conditions as described in Document No. 10, JOBS Program - Volume Related Layoffs - SEL, not to exceed 48 weeks (inclusive of vacation shutdown weeks) over the life of the Agreement;
- (2) acts of God or other such reasons beyond the control of the Corporation;
- (3) the sale of a part of the Corporation's operations as an ongoing business;
- (4) the layoff of an employee recalled or reassigned to fill an opening known in advance to be temporary; or
- (5) model change or plant rearrangement until the employee otherwise would have been recalled.

(B) An employee impacted by any of the above reasons is, if otherwise eligible, covered by the appropriate Supplemental Agreements which are attached to the National Agreement as Exhibits.

~~(F) The number of employees protected by this JOBS Program will be the equivalent of the employees within the~~

~~seniority; (2) an employee with one or more years seniority is recalled, except if recalled to satisfy the SEL, and is actively at work, on vacation or receives pay in at least 26 weeks during any consecutive 52 week period ending after the effective date of the Agreement; (3) an employee with less than one years seniority is recalled, except if recalled to satisfy the SEL, who subsequently attains one years seniority and is actively at work, on vacation or receives pay in at least 26 weeks during any consecutive 52 week period ending after the effective date of the Agreement; (4) an employee rehired pursuant to Paragraph (64)(e), except if rehired to satisfy a SEL, who subsequently attains one years seniority and is actively at work, on vacation or receives pay in at least 26 weeks during any consecutive 52 week period ending after the effective date of the Agreement; (5) an employee newly hired after the effective date of the Agreement who attains three years seniority; (6) an employee deemed to be eligible, recalled or newly hired in order to satisfy a SEL Benchmark Minimum. Notwithstanding the above, the National JOBS Committee is authorized to establish special mechanisms, including SEL eligibility provisions, for the purpose of attracting new work.~~

- ~~(B) The SEL will be reduced for the attrition of eligible employees who quit, retire, or die.~~
- ~~(C) Unit SELs will be adjusted in the event of transfers of operations or consolidations between Units. The Unit SEL will be decreased by one at the transferring location and increased by one at the receiving location by the corresponding number of employees who transfer, unless otherwise agreed to by the National parties. Similarly, corresponding adjustments will also be~~

An Entry Level seniority employee who becomes a Traditional employee will be covered by this Memorandum.

Skilled Trades

- (1) Recall a seniority employee from layoff from the facility, or rehire an employee with a Paragraph (64) (e) rehire right; or a laid off employee from the Area Hire
- (2) Either transfer a skilled trades employee working production into the trade, or place an Apprentice, or place a Document 63 retrained journey person;
- (3) Hire a new skilled trades employee

Issues arising from implementation of this Section II (C) will be referred to the National Parties for resolution.

- (D) The numbers of jobs outsourced minus the number of jobs insourced (as defined in Appendix L) will be treated as attrition applied on a unit basis.
- (E) Attrition replacement will be delayed during a market driven related layoff.
- (F) Attrition replacement when a plant has employees on Protected Status will be handled in accordance with Document 118 of the National Agreement.
- ~~(A) An employee shall become SEL eligible for any of the following reasons at which point the SEL will be increased by one position for each such employee: (1) an employee in the active workforce, as defined by Paragraph I(B) who had less than one year seniority on the Effective Date of the Agreement who subsequently attains one year of~~

Seniority and Transfers

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

Wages and Classification Groupings

There are three (3) production wage rates and corresponding classification groupings set forth in Attachment A to this Memorandum. Disputes over the placement of any remaining classifications into these classification groupings that are not resolved by the local parties will be referred to the National Parties.

Employees covered by this Memorandum will receive the following rates of pay:

	<u>Group A</u>	<u>Group B</u>	<u>Group C</u>
Production Rates -	\$16.23	\$15.30	\$14.50
Starting Rates -	\$14.61	\$14.00	\$14.00

A Performance Bonus equal to three percent (3%) of Qualified Earnings will be paid in 2008, 2009, 2010 and 2011 to employees covered by this Memorandum in accordance with the following table, provided the employee has seniority as of the designated eligibility date:

<u>Eligibility Date</u>	<u>Amount</u>	<u>Payable during week ending</u>
April 28, 2008	3% of qualified earnings	May 25, 2008
April 27, 2009	3% of qualified earnings	May 24, 2009
April 26, 2010	3% of qualified earnings	May 23, 2010
April 25, 2011	3% of qualified earnings	May 22, 2011

An employee's Performance Bonus will be based on the qualified earnings during the 52 consecutive pay periods immediately preceding the pay period in which each designated eligibility date falls. Qualified Earnings for this purpose shall be calculated on the same basis and on the same compensation as performance bonuses are calculated in the UAW-GM National Agreement.

NEW
Memorandum of Understanding
UAW-GM Entry Level Wage & Benefit Agreement

In accordance with and as part of the 2007 UAW-GM National Agreement between International Union, UAW (hereinafter referred to as UAW) and General Motors Corporation (hereinafter referred to as GM), the UAW and GM agree as follows regarding wage and benefit levels and other matters applicable to certain employees hired after the effective date of the 2007 UAW-GM National Agreement. Except as otherwise specified in this Memorandum, employees hired after the effective date of this Memorandum will be covered in all respects by the UAW-GM 2007 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 2007 UAW-GM National Agreement.

Article 1

Duration

This Memorandum shall take effect on the effective date of the 2007 UAW-GM National Agreement ("Effective Date") and continue until 11:59 p.m. (Detroit time) on September 14, 2011, subject to the modification and termination provisions of Paragraph (223) of the 2007 UAW-GM National Agreement.

Applicability

The terms of this Memorandum apply to all entry level employees at all GM facilities covered by the UAW-GM National Agreement. "Entry level employees" means regular employees hired on or after the date this Memorandum into the non-core work functions identified on Attachment A of this Memorandum. The entry level wage rate identified in this Memorandum shall apply to any such entry level employees until such employee becomes a regular, non entry level employee as provided in Appendix A of the 2007 GM-UAW National Agreement.

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INITIALED BY PARTIES: RRR JB

will not be changed to reflect subsequent revisions in the published data, nor will a Wage Formula adjustment for a prior year be changed as a result of subsequent revisions in the underlying data.

The wage rates for skilled trades employees provided in the UAW-GM National Agreement will continue to cover skilled trades employees, including journeymen/women 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 journeyman/woman classification, transferred to EIT or EITS status, or indentured as an apprentice.

Vacation Entitlement

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

Independence Week Period

National Agreement Paragraphs (202) (d), (202) (e), (202) (f) and (202) (g) will not apply to employees covered by this Memorandum. For any days on which an employee covered by this Memorandum who has obtained seniority and is not scheduled to work during the Independence Week Period, such employee will have the option of using Vacation Entitlement hours, if available, or be granted an unpaid leave of absence for such Independence Week Period.

Memorandum of Joint Activities and Legal Services

The funding provisions of Section III, subsections A and B of the Memorandum of Understanding – Joint Activities and Item 19 (Contract Settlement Agreement) of the UAW-GM National Agreement will continue to be applicable for entry level employees covered by this Memorandum. Such employees will be covered by the Training Program, Health & Safety Program, Quality Network Program, the administration of the Dependent Care Spending Plan, specific Work/Family Programs, i.e. the Diversity Program, Employee Assistance Program, Critical Incident Intervention Program, and the Workplace Violence Initiatives Program. These programs, services and related activities will continue to be jointly administered, developed and implemented. In addition, entry level employees covered by this Memorandum will be included within the scope of Exhibit I – Group Legal Services Plan.

Document 129 – Retiree Tuition Assistance Plan, Document 130 – UAW-GM Scholarship Program for Dependent Children, the Tuition Assistance Program, Pre-and Post-Retirement programs, the National Paid Educational Leave Program, Child and Elder Care referral services, the Homework Hotline, and any subsidy for any child care center usage will not be provided for employees covered by this Memorandum.

1. Wages

a. Production Employee New Hire Rates

For all production employees hired after the Effective Date of this Memorandum, new hire rates shall be established at the greater of (a) \$14.00 per hour, or (b) 90% of the prevailing Production Rate for the respective classification. Employees hired at the 90% level will receive four wage progression increases, one every 26 weeks in an amount equal to 2.5% of the then-prevailing Production Rate, until reaching the Production Rate for the relevant classification over the course of 104 weeks. Employees hired at the \$14.00 rate will receive four wage progression increases, one every 26 weeks, in the amount necessary to achieve the then-prevailing Production Rate over the course of 104 weeks in four proportional increases. These proportional increases shall be equal to the difference between the then-prevailing Production Rate for the classification and the employee's then-current rate multiplied by 25% for the first progression increase; 33% for the second; 50% for the third; and 100% for the fourth and final progression increase. All new hires will also receive the wage increases described in Section 1.b below.

b. Wage Formula Increases

Effective with the Monday of the week that includes the first scheduled workday of 2008 (12/31/2007), 2009 (1/5/2009), 2010 (1/4/2010) and 2011 (1/3/2011), the hourly wage rate for each production employee will be increased by a percentage equal to the greater of (a) the annual percentage increase in average hourly earnings, excluding overtime, of employees in the Manufacturing sector (BLS Series CEU3000000033) or (b) the annual percentage increase in the All Items, Less Medical, CPI-W Index (1982-84=100), both as calculated for the 12 month period ending with the month of August prior to the respective increase date. In the event a calculated increase exceeds 3.75%, wages will be increased by 3.75% and the parties will determine a mutually acceptable disposition of the excess, guided by the twin goals of enhancing UAW members' job and income security and the company's competitiveness. In the event the wage formula generates a negative result, wages will not be reduced. Instead, the negative result, up to a negative 3.75%, would be used as a direct offset to the next subsequent formula increase (and subsequent increases after that, if necessary, until fully offset). For example, if the formula produced a negative result of 1.34% in one year followed by a 2.45% increase in the next year, the adjusted increase in the second year would be a net 1.11%. The engineering method of rounding will be adopted for all Wage Formula calculations: to three decimal places for the Manufacturing sector average hourly earnings component; to four decimal places for the annual inflation component; to four decimal places for year-to-year percentage changes for each of these components; and to two decimal places for new base hourly wage rates following application of a four decimal Wage Formula increase.

c. Wage Formula Basis

In the event that either of the BLS Series data as referenced above is eliminated, the parties will adopt a mutually agreeable successor or replacement series for use in future calculations. When calculating a Wage Formula result for a current year, BLS data from the preceding year's calculation will become the basis for the current year formula and

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.

Such programs or services will be offered if the parties are able to develop a process for making such programs or services available to employees covered by this Memorandum on a space-available basis without cost.

Document 38 – Orientation Program

The National New Hire Orientation Program developed by the Center for Human Resources will be modified to incorporate a thorough understanding of the industry's need to transform to meet the challenges of the marketplace. The program will include the role of the parties in preserving jobs while still maintaining the core values historically provided in the parties' bargaining agreements.

Benefit Plans

Except as set forth in this Memorandum or Attachment B, employees covered by this Memorandum will be covered by the benefit plans set forth in the UAW-GM National Agreement

Appendix K

Appendix K is not applicable to employees covered by this Memorandum.

Article 2

Scope

Except as specifically provided in this Memorandum, all provisions of the 2007 UAW-GM National Agreement, Agreements and understandings and local agreements existing as of the Effective Date shall apply to employees covered by this Memorandum.

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

Compliance - Dispute Resolution

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

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

Attachment B

Benefit Plans Agreement

The 2007 Supplemental Agreements covering the Benefit Plans between the UAW and GM are applicable with the following exceptions:

SECTION I: Health Care Program

For purposes of the Health Care Program, "Entry Level Employees" as defined in this Memorandum will not be eligible for post-retirement health care coverage from the Corporation, or for Corporation-provided coverage for their survivors. They will be eligible for contributions to a fund discussed in subsection 7., below.

Additionally, "Entry Level Employees" will be subject to the adjustments to the General Motors Health Care Program for Hourly Employees as discussed in subsections 1. through 6., below.

1. They will become eligible for health care coverages under Appendices A and B (Medical Plan) as provided in Article III, Section 2(a)(1) of the Program.
2. They will become eligible for coverage under Appendix C (Dental Plan) and for annual eye exams under Appendix D (Vision Plan), on the first day of the month next following the month in which the employee is actively at work (or on disability leave) after acquiring three (3) years of seniority. Eyeglass frames and lenses may be obtained at discount through Vision network providers.
3. They will become eligible for full coverage under Appendix D (the Vision Plan) on the first day of the month next following the month in which the employee is actively at work (or on disability leave) after acquiring five (5) years of seniority.
4. They will not be able to enroll Sponsored Dependents.
5. They will have their Medical Plan enrollment limited to the TCN option, modified to include the cost-sharing requirements shown in the table below:

Annual Deductible	
In-Network	
Single	\$300
Family	\$600
Out-of-Network	
Single	\$1,200
Family	\$2,100
Co-Insurance	

Attachment A

Agreement Wage Structure

A

Highest Rates

Machining (PT)

- Camshafts
- Connecting Rods

Others

B

Medium Rates

Sub Assembly

Inspection

Non Core Stampings

Non Core Blanks

Others

C

Minimum Rates

Truck Driver

Material Handling

Unitizing

Warehousing

Kitting

Sequencing

Repacking

Others

ATTACHMENT B-1

Flexible Spending Account

Entry-Level Employees will be eligible for a credit to a Flexible Spending Account in the amount of \$300.00 for an employee with individual health care coverage, or \$600.00 for an individual with family coverage, at the time they first become eligible for health care coverages. In subsequent years, they will be eligible for Corporation credits to such Flexible Spending Accounts in any year (or portion thereof) in which they are eligible for health care coverages.

Entry Level Employees who are not eligible for health care coverages at the beginning of any year, will not be eligible for Corporation credits to the Flexible Spending Account. However, if coverage commences or is reinstated during the year, the individual immediately will become eligible for the Account

Subject to changes in federal tax law, almost any health care expense that is eligible for a deduction for federal income tax purposes may be eligible for reimbursement from the Flexible Spending Account. However, a new hire may not deduct an eligible expense on his/her federal income tax return and receive reimbursement for that same expense. In addition, expenses eligible for reimbursement from a Flexible Spending Account include deductibles and co-payments, but not contributions paid for health care coverage continued through General Motors or premiums paid for non-GM coverage.

The entire amount of the Flexible Spending Account is available to be paid for eligible expenses at any time, as long as the expense is incurred while covered by the Account. If an Entry Level Employee's health care coverages are terminated during the year, the individual will still be able to file claims for services rendered during that year.

Claims may be filed for services received in any year for which a Flexible Spending Account is established. Claims for services incurred in a calendar year may be submitted for reimbursement through March 31 of the following year. Entry Level Employees have until March 31 of the following year to submit expenses for services rendered during the prior plan year. Claims that are submitted after that time for a prior year cannot be reimbursed.

If an individual submits a reimbursement claim form and is reimbursed for expenses that are not covered, or for more than should be allowed, federal law requires that such reimbursement is taxable income to claimant. The claimant will be responsible for paying any tax required on such amounts.

Flexible Spending Account credits may be used only for eligible expenses. However unused amounts at the end of each calendar year will be forfeited (the "Use it or lose it" rule).

In-Network	10%
Out-Of-Network	35%
Out-Of-Pocket Maximum	
In-Network	
Single	\$1,000
Family	\$2,000
Out-of-Network	
Single	No Limit
Family	No Limit
Prescription Drugs (Retail and Mail Order)	
Generic	\$7.50/script
Brand	\$15.00/script

6. During the life of this Memorandum, the Corporation will provide annual credits to Health Care Spending Accounts for them (See Attachment B-1).

7. Upon retirement or death, Program coverage will cease at the end of the month last in active service. In lieu of Corporation contributions for health care coverage in retirement (or for surviving spouse health care coverage), and continuing during the working career of all new hires, the Corporation will contribute an amount equal to \$1.00 for every compensated hour into the employee's 401k plan. The parties have agreed to continue to study more efficient methods for delivering this benefit.

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- Sickness and Accident Benefits and Extended Disability Benefits coverage under the Life and Disability Benefits Program will apply on the date following the date an employee acquires one year of seniority.
- Duration:
 - 1 year seniority but less than 3 years seniority – 26 weeks.
 - 3 or more years seniority – 52 weeks.

D. EXTENDED DISABILITY BENEFITS:

- Eligibility and Duration:
 - 1 year seniority but less than 3 years seniority – 13 weeks.
 - 3 years seniority but less than 5 years seniority – 26 weeks.
 - 5 or more years seniority – the same duration as provided in the UAW-GM Life and Disability Benefits Program.

SECTION V: Supplemental Unemployment Benefit Plan (SUB)

Except as specifically modified herein, all benefits shall be governed by the provisions of the Plan.

A. ELIGIBILITY AND DURATION:

- 1 year seniority but less than 3 years seniority – 26 weeks.
- 3 or more years seniority – 52 weeks. At the point 52 weeks is exhausted, the company will provide up to an additional 104 weeks.
- Work related expenses are \$15.00.

SECTION VI: Profit Sharing Plan

- Eligibility based on current Plan provisions.

SECTION VII: Dependent Care Reimbursement Plan

- Eligibility based on current Plan provisions.

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SECTION II: Pensions

The GM Hourly-Rate Employee Pension Plan will be amended so that the Pension benefits for Entry-Level Wage Employees are as outlined below:

A. PERSONAL RETIREMENT PLAN:

- Entry-Level Wage Employees subsequently transferred to a traditional job will remain in the Personal Retirement Plan.
- Eligible to participate upon attainment of seniority.
- GM will provide annual contributions equal to 6.4% of the employee's hourly rate, multiplied by the number of straight-time hours worked, to each employee's Personal Retirement Plan account.
- Accounts will accrue with interest credited annually at the 30 year U.S. Treasury Bond rate until September 30, 2008; thereafter at the rate specified under Section 417(e) of the Internal Revenue Code (Pension Protection Act).
- Plan assets will be retained in the Hourly-Rate Employees' Pension Plan trust subject to five year cliff vesting and portability provisions.
- There will be no provisions for supplements, temporary benefits or 30 and out retirement.
- Annuities with lump sum and roll over option(s) will be available upon separation, if account balance is vested.
- Automatic Joint and Survivor benefit annuity provided using the Contingent Annuitant 75% rate.

SECTION III: Personal Savings Plan (PSP)

- Eligibility based on current Plan provisions.

SECTION IV: Life And Disability Benefits Program

Except as specifically modified herein, all benefits shall be governed by the provisions of the Program.

A. BASIC LIFE INSURANCE:

- Coverage will be based on wages in accordance with the Schedule of Benefit found in the UAW-GM Life and Disability Benefits Program.

B. WORK RELATED DEATH BENEFIT:

- Coverage will be based on wages in accordance with the Schedule of Benefit found in the UAW-GM Life and Disability Benefits Program.

C. SICKNESS AND ACCIDENT BENEFITS:

- Eligibility

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MEMORANDUM OF
UNDERSTANDING -- SPECIAL
PROCEDURE FOR
ATTENDANCE

The Corporation and the International Union agree that the problem of unwarranted absenteeism must be addressed in a cooperative and constructive manner. Both parties recognize that unwarranted absences adversely impact quality, cost and efficiency and in so doing constitute a threat to the job security of all employees.

The parties also recognize that sometimes absenteeism is the result of personal or unforeseen problems in an employee's life and that such problems must be addressed in a reasonable and responsible manner.

Based on the foregoing the parties agree to adopt this Special Procedure for Attendance. This procedure is intended to encourage regular attendance through corrective discussion, use of approved contractual time off, ~~formal discipline~~ and the availability of the Employee Assistance Program, while at the same time expecting employees to accept responsibility for their own attendance behavior.

Special Procedure for Attendance

1. This procedure will apply to all employees who have acquired seniority pursuant to Paragraph (57) of the National Agreement.
2. This 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.

DATE INITIALED: SEP 25 2007

INITIALED BY PARTIES: RRR JB

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"Construction Safety Process" (CSP) as reviewed with the National Joint Committee that describes procedures for contractor safety and provisions for protecting the GM-UAW employees during contractor work ~~Health and Safety~~ at its April 8, 2003 meeting. 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 GM-UAW employees, GM will require, as a condition of the construction or maintenance contract, the contractor's commitment to abide by applicable UAW-GM plant/site Health and Safety work practices. The Corporation has also agreed to continue to report contractor incidents, including serious injuries and near misses, to the UAW.

The PSRB will monitor contractor safety activity to insure compliance, and any unresolved issues or concerns can be referred through the safety process to the NJC.

[See Doc. 14, 105]

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- Disciplinary Layoff or Suspension
- Absences required to be protected by law

~~4.~~ 6. Instances of absence subject to this procedure are defined as follows:

A. Single or consecutive days of absence, without reasonable cause.

B. Tardiness of four (4) hours or more, without reasonable cause, 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 could not be planned in advance, employees should make every reasonable effort to report their absence or tardiness as early as possible prior to the scheduled starting time of the shift for which they will be absent or tardy. For all locations, the number utilized for reporting unplanned absence or tardiness is: 1-800-222-8889.

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).
- D. Absences on any of the above days, which may be the result of documented extraordinary circumstances beyond the employee's control,

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3. The action taken by Management as a result of the Attendance Improvement Steps of this procedure are subject to the Disciplinary Layoffs and Discharges Section of the National Agreement and therefore, the Grievance Procedure Section of the National Agreement. During the Paragraph (76a) interview associated with the Attendance Improvement Steps, the employee will be advised of the special procedure for attendance and the availability of the Employee Assistance Program.

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 4- 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 7, below)
- Approved FMLA

Step	Absence/Inst ance	Action	Time on Record
1	First	First Written Warning	<u>6 Months –</u> <u>Providing no</u> <u>further non-</u> <u>excludable</u> <u>absences;</u> <u>extended by</u> <u>periods of</u> <u>leaves.</u>
2	Second	Second Written Warning	<u>6 Months –</u> <u>Providing no</u> <u>further non-</u> <u>excludable</u> <u>absences;</u> <u>extended by</u> <u>periods of</u> <u>leaves.</u>
3	Third	Referral to EAP Services and Balance of Shift Plus 3 Day <u>Disciplinary</u> <u>Layoff 1 Week</u> <u>Unpaid Time</u> <u>Off</u>	<u>18 Months –</u> <u>Providing no</u> <u>further non-</u> <u>excludable</u> <u>absences;</u> <u>extended by</u> <u>periods of</u> <u>leaves</u>
4	Fourth	Balance of Shift Plus 2 Week <u>Unpaid</u> <u>Disciplinary</u> <u>Layoff Time</u> <u>Off</u>	<u>18 Months –</u> <u>Providing no</u> <u>further non-</u> <u>excludable</u> <u>absences;</u> <u>extended by</u> <u>periods of</u> <u>leaves</u>
5	Fifth	Balance of Shift Plus 30 Day <u>Disciplinary</u> <u>Layoff Unpaid</u> <u>Time Off</u>	<u>18 Months –</u> <u>Providing no</u> <u>further non-</u> <u>excludable</u> <u>absences;</u> <u>extended by</u> <u>periods of</u> <u>leaves.</u>
6	Sixth	<u>Discharge</u> <u>Termination of</u> <u>Employment</u>	

will be taken into consideration by Management as possible justification to excuse the absence.

5-10. Instances of absence beyond those identified in paragraph 5, above, without reasonable cause, or an unexcused absence occurring on a day identified in paragraph 9, above, will be subject to the reasonable application of the Attendance Improvement Corrective Action Steps. A Paragraph (76a) interview will be offered in accordance with Paragraph (3) above. Following a Paragraph (76a) interview, and prior to assessing an Attendance Improvement Step, an employee who has had an absence, due to documented extraordinary circumstances beyond their control, may request an Attendance Review Meeting (ARM) be convened. The ARM will be conducted as follows:

- A. The regular participants in ARM's will be determined by the Chairperson of the Shop Committee and the Personnel Director. The ARM will be held and a decision rendered within two (2) working days following the employee's return to work. This time period may be extended by mutual agreement. If extended, it will be limited to no more than five (5) working days from the employee's return to work.
- B. Consistent with Paragraph (2) above, the ARM will review the documented extraordinary circumstances for the subject absence. The employee's past attendance record, including compliance with calling in an absence or tardiness, will also be included in this review. The ARM will also provide information to the employee regarding the Employee Assistance Program and elements of this procedure.
- C. If the members of the ARM cannot reach mutual agreement, Management reserves the right to assess the next appropriate step of the Attendance Improvement Steps. A grievance may be filed as a result of placement into the Attendance Improvement Steps. Such grievance will initially be presented at the Shop Committee Step of the Grievance Procedure.

ATTENDANCE IMPROVEMENT CORRECTIVE ACTION STEPS

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mechanics of its operation during the term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this ~~2nd day~~ of November, 1996. _____, 2007.

International Union,
UAW

General Motors
Corporation

~~Richard Shoemaker~~
Cal Rapson
~~Bill Apple~~
Garry Bernath

~~Gerald A. Knechtel~~
Diana D. Tremblay
~~Frederick R. Curd, Jr.~~
Joe C. Ponce

[See Par. (191)]

[See Doc. 46]

611. This Special Procedure for Attendance will become effective on January 1, 2008. ~~the Monday two weeks following the effective date of the new National Agreement.~~ The Special Procedure for Attendance contained in the 2003 National Agreement will remain in effect until that date.

12. 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.

NATIONAL COMMITTEE ON ATTENDANCE

713. The National Committee on Attendance will consist of three (3) representatives of the Corporation and three (3) representatives of the International Union.

The National Committee shall:

- A. Meet periodically at a mutually agreeable time and place.
- B. Explore ways to reduce unwarranted absenteeism, particularly as it relates to the larger problem of long term absenteeism.
- C. Review attendance, grievance and ARM data and make necessary or desirable recommendations on the effectiveness of attendance procedures.
- D. Recommend and develop relevant training programs.
- E. Review problems concerning serious or unusual situations creating unwarranted absenteeism and make appropriate recommendations.

814. The parties are specifically empowered to periodically review and evaluate this procedure and make mutually satisfactory adjustments in the

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Should it be necessary to close or idle a plant constituting a bargaining unit consistent with our past practice, the Corporation will attempt to redeploy employees to other locations and, if necessary, utilize the "Special Programs" identified in Attachment A of Appendix K of the GM-UAW National Agreement or other incentivized attrition programs as agreed to by the National JOBS Committee.

Very truly yours,

~~Troy A. Clarke~~
~~Group Vice President~~
~~Manufacturing & Labor Relations~~
Diana D. Tremblay
GMNA Vice President
Labor Relations

Doc. No. 13

PLANT CLOSING AND SALE MORATORIUM

GENERAL MOTORS CORPORATION

September 18, 2003

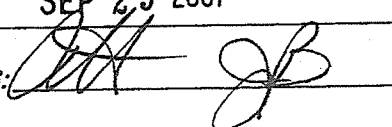
~~Mr. Richard Shoemaker~~ Cal Rapson
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear Mr. ~~Shoemaker~~ Rapson:

Subject: Plant Closing Moratorium

As a result of your deep concern about job security in our negotiations and the many discussions which took place over it, this will confirm that during the term of the new Collective Bargaining Agreement, ~~until September 14, 2007,~~ the Corporation will not close, 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 Corporation, e.g., (i.e. market related volume decline, act of God), and could make compliance with this commitment impossible. Should such conditions occur, the Corporation will review both the conditions and their impact on a particular location with the Union.

DATE INITIALED: SEP 25 2007
INITIALED BY PARTIES: 

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- On one of the following leaves of absence not greater than ninety (90) days:
 - Informal (Paragraph 103)
 - Formal (Paragraph 104)
 - Sickness and Accident (Paragraphs 106/108)
~~Pursuant to Family and Medical Leave Act~~
 - Military (Paragraphs 112 or 218a)
 - Educational (Paragraph 113);

- Employees, represented by the Union, otherwise eligible with retirements processed for an effective date of October 1, ~~2003~~2007.

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

As has been our practice with prior up-front lump sum payments, the payment is conditioned solely on the membership's ratification of the Agreement and is paid to eligible employees in the above status whether or not they vote for ratification or perform any services for the Corporation.

Very truly yours,

~~Troy A. Clarke~~
~~Group Vice President~~
~~Manufacturing & Labor Relations~~
Diana D. Tremblay
GMNA Vice President
Labor Relations

UP-FRONT LUMP SUM PAYMENT
GENERAL MOTORS CORPORATION

September 18, 2003

~~Mr. Richard Shoemaker~~ Mr. Cal Rapson
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear ~~Mr. Shoemaker~~ Mr. Rapson:

During the current negotiations, the parties agreed to provide an up-front lump sum payment of \$3,000 to each eligible employee who is represented by the Union. Such payment will be made in the second pay period following receipt by the Corporation of written notification of ratification of this Agreement.

Eligible employees who are represented by the Union are defined as those whose status with the Corporation on the effective date of this Agreement is one of the following:

- Active (excluding those hired pursuant to Appendix A, Section IX);
- In protected status;
- On temporary layoff status;
- On Pre-Retirement Leave;
- On leave pursuant to Family and Medical Leave Act (Document 125);

DATE INITIALED: SEP 25 2007

INITIALED BY PARTIES: CA JB
d-92E07

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Doc. No. 112

WORK ASSIGNMENTS - SKILLED TRADES

GENERAL MOTORS CORPORATION

September 18, 2003

~~Mr. Richard Shoemaker~~ Mr. Cal Rapson
Vice President and Director
General Motors Department
International Union, UAW
8000 East Jefferson Avenue
Detroit, Michigan 48214

Dear ~~Mr. Shoemaker~~ Mr. Rapson:

During these ~~National N~~negotiations, the parties discussed at length the necessity for the Corporation to become competitive in all aspects of the business. Among the issues discussed were the existing skilled trades classification structure, work rules, and past practices.

~~With regard to the skilled trades classification structure, the Union expressed concern over apprenticeable skilled trades classifications being consolidated. In this regard, The parties share a mutual desire to have the most competitive, highly trained, and flexible workforce in the industry. Therefore, the parties strongly encourage each location to review their current classification structure for the purpose of obtaining world class benchmarks. Corporation observed that it will not dictate consolidation of apprenticeable skilled trades classifications to its plants. The Corporation advised, however, that they intend~~ In this regard, the Union was advised that it is the Corporation's intent to continue to rely on the apprenticeable skilled trades classifications as the basis for our skilled classification

DATE INITIALED: SEP 25 2007

INITIALED BY PARTIES: RRP JB

The programs will be supported by national training funds and will be jointly administered under the direction of the UAW-GM Center for Human Resources.

Very truly yours,

~~Troy A. Clarke~~

~~Group Vice President~~

~~Manufacturing & Labor Relations~~

Diana D. Tremblay

GMNA Vice President

Labor Relations

[See Memo-Joint Activities]

Lines of Demarcation Committees to actively pursue the formation of self-managed skilled trades teams, which could consist of multiple trades with overlapping work responsibilities in an effort to maximize efficiency and reduce the need to subcontract. Without restrictions on how the teams would interact, adherence to all applicable safety requirements must be observed.

If either of the local parties feels that abuses of the spirit and intent of this document exist, it will request the issue be reviewed via plant entry by appropriate representatives of the GM Department of the International Union, UAW, and the GM Labor Relations Staff.

Very truly yours,

~~Troy A. Clarke~~
~~Group Vice President~~
~~Manufacturing & Labor Relations~~
Diana D. Tremblay
GMNA Vice President
Labor Relations

[See Par. (182)]
[See CSA #12]

structure moving forward. Competitive advantages of a review of existing skilled trades classifications at any General Motors facility must be weighed and determined by the local parties in view of all attendant circumstances at that location, consistent with the intent of the National Parties. Appropriate training plans necessary to accomplish any consolidations must be submitted in a timely manner for approval by the GM-UAW Skilled Trades and Apprentice Committee. Any exceptions to the above must be approved by the GM-UAW Skilled Trades and Apprentice Committee.

With regard to work rules and past practice, the Corporation stated that many plants feel hampered in their efforts to enhance competitiveness in today's environment by historically restrictive practices which originated at a time when competition was less threatening. In recent years, the Corporation has experienced unprecedented competitive pressures and financial losses that have required the parties to address uncompetitive work practices. ~~Given recent improvements in the area of job security, the need for such stringent work rules and delineation of job responsibilities has been reduced.~~

~~Therefore, the National parties concur that local Management and local Unions will be strongly encouraged to review existing work rules and practices, especially in the area of Lines of Demarcation, to insure that only those necessary to protect the safety of employees, the integrity of the skilled trades, and the efficiency of operation in today's competitive environment are carried forward. Incidental, overlapping, and other minor access type work is strongly encouraged, and should be discussed and handled locally consistent with sound business judgment. To accomplish this task, the local parties will establish a Lines of Demarcation Committee, to meet on a regular basis, to address the issues outlined in this paragraph.~~

Therefore, the National Parties concur that local Management and local Unions will be strongly encouraged to review existing work rules and practices, specifically in the area of Lines of Demarcation, to eliminate situations that cause unnecessary delays or inefficiencies. The local parties should utilize their

NEW

**Alternative Work Schedules
For Skilled Trades Maintenance Operations**

GENERAL MOTORS CORPORATION

DATE

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

Dear Mr. Rapson:

During the current negotiations, the parties had extensive discussion regarding the need to reduce cost and eliminate the competitive gap with the transplants. As such, alternative work schedules for maintenance operations were a topic of discussion. Best competitors use alternative crews and/or schedules to maintain and provide access to equipment during normal non-production days such as weekends. It is recognized that in order for General Motors to reduce costs and become competitive, the parties must embrace and implement significant changes in current work practices. As a result of these discussions, the parties agree that alternative schedules for maintenance crews that allow work schedules of 40 hours that include Saturday and Sunday work for straight time pay may be considered. To this end, the parties have agreed to encourage local plants to develop alternative work schedules unique to their location. In the event an alternative work schedule is agreed upon, the local parties will work together to develop a process for implementation. It is understood that these alternative work schedules are subject to the approval of the Corporation and the International Union.

DATE INITIALED: SEP 25 2007

INITIALED BY PARTIES: RRR JB

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Very truly yours,

Diana D. Tremblay
GMNA Vice President
Labor Relations

NEW

**Exiting Non-Strategic Skilled
Trades Work**

GENERAL MOTORS CORPORATION

DATE

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

Dear Mr. Rapson:

As a result of extensive discussions and a review of the Corporation's competitive position, the parties are in agreement to strongly encourage each location to address certain skilled trades work assignments. The local parties should jointly explore opportunities to exit those work elements in a manner most conducive to their operation, and reassign the skilled trades employees to work more in line with the manufacturing and engineering process while reducing the need for subcontracting.

The following is a list of work assignments appropriate for the local parties to discuss. It is understood that an agreement to exit the identified work elements will be accomplished through a jointly agreed upon transition process. With regard to the term, "major/minor rule will apply," all major work assignments are appropriate for the local parties to discuss.

Any additional work assignments identified by the local parties must be agreed to by the National Parties.

SEP 25 2007

DATE INITIALED: _____

INITIALED BY PARTIES: RRR JB

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Construction

- Building construction – projects including refurbishing offices, restrooms, cafeterias, mezzanines, classrooms, auditoriums
- Demolishing of buildings—whole and partial (once bargaining unit has completed their recognized pre-demolition work)
- Decommissioning of a building (non-environmental): After all plant requested assets have been removed and an auction has been conducted (if applicable) – and remaining asset are sold to a demolition contractor

Painting/Glazing (major/minor rule will apply)

- Signage/stenciling, facility/building painting, structural/equipment/production aids painting, aisle/parking lot striping, rack/container painting, piping, platforms

Carpentry (major/minor rule will apply)

- Crating, hanging signs/banners, platforms, benches, catwalks, racks, tables, drywall
- Repair/replace office furniture, tables, cabinets

Building Envelope Maintenance (major/minor rule will apply)

- Major repairs/replacement: walls, floors, windows, doors (e.g. dock, roll-up doors, pedestrian)
- Roofing, fencing, railroads, parking lots (excluding snow removal), roads, outdoor lighting/electrical

Specialty Maintenance

- Elevators/escalators, fire system maintenance and installation
- Fixture re-lamping/replacement (major/minor rule will apply)
- All Asbestos/PCB maintenance, remediation and removal
- Major HVAC repairs/replacement

Certified Welder Maintenance

- If certified welding is contracted, and there is not a certified welder on-site, full utilization would not be required

Hi Voltage Electrical Distribution

- 13,200 Voltage and above

Building Mechanical (major/minor rule will apply)

- Repair of plant wide utility distribution systems (natural gas, compressed air, steam, water, condensate, trade waste lines, manufacturing fluids)

Building Electrical (major/minor rule will apply)

- Repairs of building electrical systems

Crane hoist repair/inspection (major/minor rule apply)

- Repair/replacement of overhead cranes, hoists

The preceding work functions will continue to be performed by existing bargaining unit employees until one of the following events occur:

- Transfer to another location
- Normal attrition
- Re-training to another trade
- Targeted SAP

As the workload requirements exceed the remaining resources, the work will be exited and not subject to the subcontracting provisions of GM-UAW National Agreement.

In the event the local parties are unable to reach an agreement on the identification of non-strategic work and /or the process for reassigning skilled trade employees, either party may refer the matter to the GM-UAW Skilled Trades and Apprentice Committee as directed in the skilled trades /indirect labor audit for resolution.

Very truly yours,

Diana D. Tremblay
GMNA Vice President
Labor Relations

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NEW

FULL UTILIZATION

GENERAL MOTORS CORPORATION

DATE

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

Dear Mr. Rapson:

During the current negotiations, the parties discussed the difficulties encountered in the application of the term "full utilization," as it relates to subcontracting. The Union complained that Management often applied "full utilization" schedules in order to avoid performing meaningful work with its skilled trades employees. Management also expressed concerns that the terms of "full utilization" were often erroneously applied toward work that was not normal and historical or outside the scope of the bargaining unit. Additionally, Management stated that the term "full utilization" had been expanded at many plant locations beyond the intent of the original commitment as identified in the Louis G. Seaton letter dated December 14, 1967.

In recent years however, the Corporation has experienced unprecedented competitive pressures and market share losses that have required the parties to address uncompetitive practices. "Full utilization" practices differ from plant to plant and have significantly increased costs associated with operating the business and contributed to widening the competitive gap between the Corporation and the competition.

DATE INITIALED: SEP 25 2007

INITIALED BY PARTIES: RRR JB

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While GM intends to continue to assign meaningful work to its skilled trades workforce, the parties agree that prolonged schedules involving substantial overtime are not in the best interest of employees or the Corporation. Accordingly, the National Parties agree to support plant locations in their effort to establish reasonable utilization schedules and to address unique circumstances which drive excessive utilization hours and/or numbers of skilled trades employees.

Very truly yours,

Diana D. Tremblay
GMNA Vice President
Labor Relations

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NEW

ENTRY LEVEL EMPLOYEES
MEMORANDUM OF UNDERSTANDING

GENERAL MOTORS CORPORATION

DATE

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

Dear Mr. Rapson:

During the course of these negotiations, General Motors and the UAW, on a site by site basis, discussed and agreed to product investments and an outsourcing moratorium relative to specific work. That agreement, Product Both Current and Future Allocations Commitment & Opportunities for Future Insourcing Overview, while not included in this agreement, provides for a foundation from which the parties can proactively work to transform General Motors operations. The oversight of this transformation will be monitored and discussed between the parties on an ongoing basis with any issues or disputes promptly resolved by the National Parties. General Motors and the UAW are both committed to the full implementation of this Agreement on the basis that the business will grow and prosper thus enhancing the employment security of current employees while providing opportunities for prospective new employees.

Very truly yours,

Diana D. Tremblay
GMNA Vice President
Labor Relations

DATE INITIALED: SEP 26 2007

INITIALED BY PARTIES: DT JB

eemoA01

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NEW

Temporary Employee Placement

GENERAL MOTORS CORPORATION

DATE

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

Dear Mr. Rapson:

During the recent 2007 National Negotiations, the National Parties had detailed discussions regarding current Temporary Employees.

It was agreed that the National Parties will allow Temporary Employees to become permanent employees if (1) they are on roll as of the effective date of the 2007 National Agreement, and (2) they make application, with the following exceptions:

- Doraville Assembly and Stamping
- Massena Powertrain
- Pittsburgh Stamping
- 500 at Lansing Delta Township – unless still working at Lansing Delta Township on 1/2/08
- Marion Stamping

Temporary Employees who are made permanent will receive:

- The Traditional Wage Rate
- A plant seniority date of the effective date of the 2007 GM-UAW National Agreement.
- Benefit entitlement as of the effective date of the 2007 GM-UAW National Agreement.

DATE INITIALED: SEP 26 2007

INITIALED BY PARTIES: [Signature] [Signature]

tempE06

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- For the purpose of a plant seniority tie breaker, the employee's date of hire as a Temporary employee at their current plant will be used.

It was further agreed, that the Temporary Employees at the former Allison Indianapolis plant are not covered by this Agreement.

Very truly yours,

Diana D. Tremblay
GMNA Vice President
Labor Relations

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NEW

HOUSEKEEPING

GENERAL MOTORS CORPORATION

DATE

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

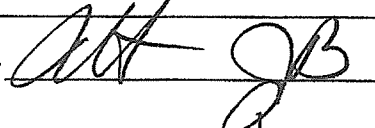
Dear Mr. Rapson:

During 2007 negotiations, the parties held extensive discussions regarding the unprecedented competitive pressures that have required the parties to focus on the performance of housekeeping functions and their impact on GM's overall competitiveness. It was recognized that these housekeeping functions detract from the overall competitive position of the Corporation and must be addressed. Therefore, the parties have agreed to exit the following functions in their entirety, as expeditiously as possible, but no later than January 2009:

- Cardboard Disposal/Trash Handling
- Environmental Support
- Janitorial/Laborers; all functions performed
- Line Sweepers – utilize Owner Operator when applicable
- Roads and Grounds
- Booth Cleaning
- Chip Handlers/Foundry Cleanup – utilize Owner Operator when applicable

The local parties will develop and implement redeployment plans for impacted employees that may include transfer to other operations within the existing plant, transfer to another location, normal attrition and/or a targeted Special Attrition Program as this work is being transitioned.

DATE INITIALED: SEP 26 2007

INITIALED BY PARTIES: 

skhsD04



Furthermore, the National Parties have agreed that the local parties explore opportunities to exit additional housekeeping work assignments, such as the following:

- Crusher Pit Operators (Stamping)
- Equipment Cleaners (Daily & Deep Cleaning; (example; Body, GA, etc.))
- Scrap Metal Disposal/Handling
- Filter Changing
- Fixture Re-lamping
- Furniture Movement
- Stocking and Delivery of Stationary Supplies

Any work assignments identified to be exited by the local parties, consistent with the list immediately above, must be agreed to by the National Parties.

In the event issues exist that the local parties are unable to resolve, either party may refer the matter to the National Parties for resolution.

Very truly yours,

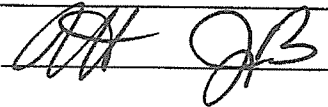
Diana D. Tremblay
GMNA Vice President
Labor Relations

**Product Both Current and Future Allocations Commitment & Opportunities for
Future Insourcing Overview**

In conjunction with this Product Allocation & Opportunities Overview, it is agreed that the following will apply to all operations of General Motors Corporation represented by the UAW:

- 1) The National Parties, within 120 days of the effective date of the National Agreement, will begin meeting to make necessary business decisions for product insourcing. These meetings will include The National Parties, National Sourcing Representatives, Purchasing and other resources required to make prompt business decisions.
- 2) During these negotiations the parties have identified Non Core product and process work totaling in excess of 16,766 jobs represented by the UAW that will be retained through a moratorium on outsourcing for the term of the 2007 National Agreement or for the lifecycle of the product.
- 3) The Corporation agrees that work totaling 3,000 jobs to be represented by the UAW will be insourced during the life of this agreement. This work will be retained for the term of the 2007 National Agreement or for the lifecycle of the product. The Corporation agrees to accomplish this insourcing by the end of the second year of the UAW-GM National Agreement but not later than the fourth year of the UAW-GM National Agreement.
- 4) In conjunction with 3) above, the parties have identified Non Core product work totaling 3,126 future UAW represented jobs that will be evaluated for insourcing, in conjunction with the process noted above. If insourced, this work will be retained for the term of the 2007 National Agreement or for the lifecycle of the product.
- 5) Pursuant to these discussions, the Corporation agrees that an outsourcing moratorium will be in effect throughout the term of the 2007 UAW-GM National Agreement or through the product lifecycle including the core and non core product associated with that allocation, if longer.
- 6) The Corporation agrees that an outsourcing moratorium will be in effect through the product lifecycle, including the core and non core product, associated with the allocation of future product identified in the attached.
- 7) General Motors agrees that in conjunction with these product allocation discussions, that a change in the program names cited within the attached documents will neither alter the commitments nor the agreements made between the parties.
- 8) Any issues that arise relative to the interpretation of this Agreement or the implementation of the commitments contained herein will be discussed and resolved by the National Parties.

DATE INITIALED: SEP 26 2007

INITIALED BY PARTIES: 

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Assembly Plants

Arlington

- Product Allocation & Work Retention
 - GMT900 full sized truck & SUV continues through the life of this agreement and through the product lifecycle – (2012)
 - A moratorium on outsourcing for the current non core product will be implemented for the life of this agreement – 296 jobs
- Product Opportunities
 - C3XX full sized truck & SUV replacement product for GMT900 will be allocated to the Arlington Assembly Plant through the product lifecycle including the core and non core product associated with that allocation – (2013)
 - Insourcing of work - demand & business case dependent (floor space, capital, cancellation charges & cost) – 283 jobs

Bowling Green

- Product Allocation & Work Retention
 - Chevrolet Corvette & Cadillac XLR Continues Through The Life Of This Agreement And Through The Product Lifecycle – (2011)
 - A Moratorium On Outsourcing For The Current Non Core Product Will Be Implemented For The Life Of This Agreement - 127 Jobs
- Product Opportunities
 - Chevrolet Corvette & Cadillac XLR Replacement Product For The Current Models Will Be Allocated To The Bowling Green Assembly Plant through the product lifecycle including the core and non core product associated with that allocation – (2012)
 - The Next Generation Kappa (Pontiac Solstice & Saturn Sky) Will Be Allocated To The Bowling Green Assembly Plant through the product lifecycle including the core and non core product associated with that allocation – (2012)
 - Insourcing Of Work - Demand & Business Case Dependent (Floor space, Capital, Cancellation Charges & Cost) – 21 Jobs

Detroit - Hamtramck

- Product Allocation
 - Buick Lucerne And Cadillac DTS Continues Through The Product Lifecycle – (2010)
 - A Moratorium On Outsourcing For The Current Non Core Product Will Be Implemented Through The Product Lifecycle - 279 Jobs
- Product Opportunities

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- Global Delta MPV7 Will Be Allocated To Detroit – Hamtramck Assembly Plant through the product lifecycle including the core and non core product associated with that allocation – (2009)
- Global Delta Volt Will Be Allocated To Detroit – Hamtramck Assembly Plant through the product lifecycle including the core and non core product associated with that allocation – (2010)
- Global Epsilon Chevrolet Malibu Will Be Allocated To Detroit – Hamtramck Assembly Plant through the product lifecycle including the core and non core product associated with that allocation – (2012)
- Insourcing Of Work - Demand & Business Case Dependent (Floor space, Capital, Cancellation Charges & Cost) – 52 Jobs

Doraville

- Product Allocation
 - Continues Through Product Lifecycle – (2008)
 - A Moratorium On Outsourcing For The Current Non Core Product Will Be Implemented In Conjunction With The Product Discontinuance - 182 Jobs
- Product Opportunities
 - The National Parties Will Jointly Explore Opportunities For Current Doraville Seniority Employees. No Product Is Currently Allocated To The Doraville Assembly Plant. In Conjunction With These Negotiations, The Doraville Assembly Plant Is Closed.

Doraville Stamping

- Product Allocation & Work Retention
 - All core product currently allocated will continue to be produced through the current vehicle lifecycle.
 - The stamping plant will close with the adjacent assembly plant (2008).

Fairfax

- Product Allocation
 - Chevrolet Malibu & Saturn Aura Continues Through The Life Of This Agreement And Through The Product Lifecycle – (2011)
 - A Moratorium On Outsourcing For The Current Non Core Product Will Be Implemented For The Life Of This Agreement - 326 Jobs
- Product Opportunities
 - Global Epsilon Buick & Global Epsilon Saturn Will Be Allocated To The Fairfax Assembly Plant through the product lifecycle including the core and non core product associated with that allocation – (2009)
 - Chevrolet Large 4 Door Notch Back Will Be Allocated To The Fairfax Assembly Plant through the product lifecycle including the core and non core product associated with that allocation – (2010)

- Insourcing Of Work - Demand & Business Case Dependent (Floor space, Capital, Cancellation Charges & Cost) – 20 Jobs

Fairfax Stamping

- Product Allocation & Work Retention
 - All core product allocated to the stamping facility for the adjacent assembly plant will continue for the life of this agreement and through the vehicle lifecycle, unless reallocated to another GM stamping facility.
- Product Opportunities
 - Core product for next generation vehicles.

Flint

- Product Allocation
 - GMT900 Full Sized Truck & Heavy Duty Commercial Cab Continues Through The Life Of This Agreement And Through The Product Lifecycle – (2011)
 - GMT 900 Medium Duty Continues Through The Product Lifecycle – (2008)
 - A Moratorium On Outsourcing For The Current Non Core Product Will Be Implemented For The Life Of This Agreement - 498 Jobs
- Product Opportunities
 - C3XX Full Sized Truck & Heavy Duty Commercial Cab Replacement Product For The Current Products Will Be Allocated To The Flint Assembly Plant through the product lifecycle including the core and non core product associated with that allocation – (2012)
 - Insourcing Of Work - Demand & Business Case Dependent (Floor space, Capital, Cancellation Charges & Cost) – 273 Jobs

Fort Wayne

- Product Allocation
 - GMT900 Full Sized Truck & Light Duty Pick Up Continues Through The Life Of This Agreement And Through The Product Lifecycle – (2011)
 - A Moratorium On Outsourcing For The Current Non Core Product Will Be Implemented For The Life Of This Agreement - 501 Jobs
- Product Opportunities
 - C3XX Full Sized Truck & Light Duty Pick Up Replacement Product For The Current Products Will Be Allocated To Fort Wayne Assembly Plant through the product lifecycle including the core and non core product associated with that allocation – (2012)
 - Insourcing Of Work - Demand & Business Case Dependent (Floor space, Capital, Cancellation Charges & Cost) – 0 Jobs

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Janesville

- Product Allocation
 - GMT900 Full Sized Truck & SUV Continues Through The Life Of This Agreement And Through The Product Lifecycle – (2012)
 - Medium Duty Continues Through The Product Lifecycle – (2009)
 - A Moratorium On Outsourcing For The Current Non Core Product Will Be Implemented For The Life Of This Agreement - 423 Jobs
- Product Opportunities
 - C3XX Full Sized Truck & SUV Replacement Product For The Current GMT 900 Full Sized Truck & SUV Products Will Be Allocated To The Janesville Assembly Plant through the product lifecycle including the core and non core product associated with that allocation – (2013)
 - Insourcing Of Work - Demand & Business Case Dependent (Floor space, Capital, Cancellation Charges & Cost) – 235 Jobs

Lansing Delta Township

- Product Allocation
 - GMC, Saturn & Buick Lambda Products Continue Through The Life Of This Agreement And Through The Product Lifecycle – (2011)
 - A Moratorium On Outsourcing For The Current Non Core Product Will Be Implemented For The Life Of This Agreement - 522 Jobs
- Product Opportunities
 - GMC, Saturn & Buick Lambda Products Replacement Product For The Current Products Will Be Allocated To The Lansing Delta Township Assembly Plant through the product lifecycle including the core and non core product associated with that allocation – (2012)
 - Chevrolet Lambda Product Will Be Allocated To The Lansing Delta Township Assembly Plant through the product lifecycle including the core and non core product associated with that allocation – (2011)
 - Insourcing Of Work - Demand & Business Case Dependent (Floor space, Capital, Cancellation Charges & Cost) – 543 Jobs

Lansing Grand River

- Product Allocation
 - Cadillac CTS, Cadillac STS & Cadillac SRX Continues Through The Product Lifecycle – (2009)
 - A Moratorium On Outsourcing For The Current Non Core Product Will Be Implemented For The Life Of This Agreement - 137 Jobs
- Product Opportunities
 - Cadillac CTS Wagon & Cadillac CTS Coupe Will Be Allocated To The Lansing Grand River Assembly Plant through the product lifecycle including the core and non core product associated with that allocation – (2009)

- Zeta Products (2 Styles) Will Be Allocated To The Lansing Grand River Assembly Plant through the product lifecycle including the core and non core product associated with that allocation – (2011)
- Insourcing Of Work - Demand & Business Case Dependent (Floor space, Capital, Cancellation Charges & Cost) – 86 Jobs

Linden

- Product Allocation
 - The National Parties Will Jointly Explore Opportunities For Current Linden Seniority Employees. No Product Is Currently Allocated To The Linden Assembly Plant. In Conjunction With These Negotiations, the Linden Assembly Plant Is Closed.

Lordstown

- Product Allocation
 - Chevrolet Cobalt & Pontiac G5 Continue Through The Product Lifecycle – (2009)
 - A Moratorium On Outsourcing For The Current Non Core Product Will Be Implemented For The Life Of This Agreement - 514 Jobs
- Product Opportunities
 - Global Gamma 4 Door Notch Back Will Be Allocated To The Lordstown Assembly Plant through the product lifecycle including the core and non core product associated with that allocation – (2010)
 - Global Alpha (2 Styles) Will Be Allocated To The Lordstown Assembly Plant through the product lifecycle including the core and non core product associated with that allocation – (2011)
 - Insourcing Of Work - Demand & Business Case Dependent (Floor space, Capital, Cancellation Charges & Cost) – 216 Jobs

Oklahoma City

- Product Allocation
 - The National Parties Will Jointly Explore Opportunities For Current Oklahoma City Seniority Employees. No Product Is Currently Allocated To The Oklahoma City Assembly Plant. In Conjunction With These Negotiations, The Oklahoma City Assembly Plant Is Closed.

Orion

- Product Allocation
 - Pontiac G6 Continues Through The Life Of This Agreement And Through The Product Lifecycle – (2013)
 - A Moratorium On Outsourcing For The Current Non Core Product Will Be Implemented For The Life Of This Agreement - 345 Jobs

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