

Memorandum of Understanding and make mutually satisfactory adjustments to its provisions during the term of this Memorandum.

(G) As a resource to the National Jobs Committee, the UAW and GM Sourcing Staffs, the UAW Servicing Staff, and the GM Labor Directors will support the effort toward creating and preserving jobs by implementing the jointly agreed-upon Business Review Team (BRT) process. The primary focus of the BRT will be future product programs and processes. Additional BRT operational guidelines are included in Appendix L to this Agreement.

(1) This process will operate at the National level but will be structured such that it will also support the efforts of the local Jobs committees relative to sourcing activity. The Business Review Team process will be an integral part of assuring that the UAW has early involvement in future product sourcing activity in Assembly, Stamping and Powertrain operations, which will focus on identifying additional job growth opportunities.

(2) In Assembly operations, the focus will be on identifying available floor space and matching it with potential VAA, sequencing or kitting operations. This may also include identifying low labor content operations which could be removed, thereby creating space for higher labor content operations. Assembly efforts will be primarily plant and program specific.

(3) In Powertrain operations, the focus will be on identifying available floor space or available equipment capacity and matching it with potential competitive work. Powertrain efforts will be primarily

process based and may cover multiple programs and plants.

(4) 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. Additionally, stamping operation efforts will also focus on subassembly work associated with stamped parts, to the extent that floor space is available. Such initiatives will be directed at increasing the efficiency of operations and making floor space available for the insourcing of current and/or future work, and are not intended to eliminate jobs.

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

~~V. FUNDING—The Corporation and International Union agree that:~~

~~Notwithstanding the commitments set forth in this Memorandum of Understanding, the Corporation's total financial liability for the cost of the JOBS Program, to be calculated as agreed between the parties, shall not exceed \$2.211 billion during the term of this Memorandum of Understanding, adjusted by any amounts shifted between the JOBS and SUB funds. In the event this liability is reached, Protected employees will be subject to layoff. Thereafter, to the extent that layoffs of such employees are required, the provisions of the Local Seniority Agreements will apply and eligible employees will receive benefit treatment in accordance with the Supplemental Agreements attached to the GM-UAW National Agreement then in effect.~~

~~VI. EFFECTIVE DATE - TERMINATION DATE~~

The ~~Company~~ ~~Corporation~~ and International Union agree that:

- (A) This Memorandum of Understanding will become effective at each bargaining unit covered by the current GM-UAW National Agreement, on the Effective Date of this Agreement.
- (B) This Memorandum of Understanding shall expire with the expiration of the current National Agreement.

**International Union,
UAW**

**General Motors
LLC Corporation**

~~Cal Rapson~~
~~Joe Ashton~~
Garry Bernath

~~Diana D. Tremblay~~
~~Catherine L. Clegg~~
~~Joe Ponce~~
Rex Blackwell

~~Paul Mitchell~~
Jeff Pietrzyk
Mike Grimes

~~Arthur R. Schwartz~~
D. Scott Sandefur
~~Jennie F. Spring~~
Ruth V. Fluegge

~~Bill Freeman~~

[See Par. (33),(65),(66)(a),(153)]

[See Doc. 10,12,15]

[See Statement on Technological Progress]

Appendix K

ATTACHMENT A
MEMORANDUM OF UNDERSTANDING

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

These Options may include:

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

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

[See Doc. 10,12]

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Appendix K

ATTACHMENT B
MEMORANDUM OF UNDERSTANDING

GOALS AND
OBJECTIVES OF JOB SECURITY AND
OPERATIONAL EFFECTIVENESS

The Corporation and the Union recognize that quality and operating efficiency are inextricably wed to job security, and that a high level of quality and operating efficiency requires mutual respect and recognition of each other's problems and concerns. Accordingly, in addition to the Local JOBS Committee's responsibilities for the JOBS Program and participation in discussions provided in related Letters of Understanding, each committee will focus on cooperative efforts toward our common goal to improve the effectiveness of operations and remove barriers to improvements, increase job opportunities and fully utilize the workforce. The local committees will jointly develop a plan through an exhaustive analysis of the location's operational efficiency.

Within six months of the effective date of the Agreement, each Local JOBS Committee will review with Divisional/Group Management and the International Union the overall competitiveness of the location's products and their plans indicating actions, and/or changes needed to improve quality and efficiency at their location and to stimulate job security of the existing workforce and attract new work. Such plans must then be approved by the established National Job Security and Operational Effectiveness Committee.

At the national level, the Committee will have an equal number of Union and Corporate representatives designated by the General Motors Group Vice President - Labor Relations and by the Vice President and Director of the GM Department, International Union, UAW.

The National Committee will oversee implementation and administration of these Job Security and Operational Effectiveness Plans. Members of the

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National Committee will meet jointly with Local Committees to discuss the importance of job preservation and job creation, the reasons for the commitment to increase operational efficiency, suggest possible topics for consideration, and encourage good-faith efforts to develop and implement meaningful local plans.

The National Committee will be available on an ongoing basis as a resource to Local Committees and will review progress at the local level at least on an annual basis.

In these efforts, it is recognized that a great deal of initiative and imagination will be required by the local parties. While not intended to limit such innovation, the following are examples of appropriate areas the local parties may address:

- 1) identification of investments in the facility or equipment necessary to improve product quality or operational effectiveness;
- 2) the establishment of a team concept and/or pay-for-knowledge wage structure;
- 3) the identification of non-labor cost savings and efficiencies;
- 4) procedures and plans to review past outsourcing and outside contracting decisions, and identify opportunities for insourcing and new business;
- 5) the examination of new forms of work organization, such as job assignments relating to Just-in-Time or other quality enhancement systems;
- 6) procedures to review supervisory staffing and support for the initiatives in this Job Security and Operational Effectiveness section of the JOBS Program;
- 7) a realignment in skilled classifications to a number of appropriate basic trades to support the needs of the operation or location;
- 8) the implementation of skilled trades team concepts;

- 9) initiatives to reduce chronic absenteeism;
- 10) procedures for improved access by the Local Joint Committee to product plans and other information affecting employment security and operational effectiveness, assuring confidential treatment of such information;
- 11) the establishment of work standards on operations that fully utilize employees;
- 12) the examination of alternative work schedules which provide greater employment opportunities.

Efforts of the local parties to improve operational effectiveness may require change or waiver of certain agreements or practices. It is understood that any such waivers, modifications or changes would not be effective unless agreed to by the local parties involved and approved in writing by the GM Labor Relations Staff and the General Motors Department of the Union. Such changes would be effective only at the location(s) specifically designated.

[See Par. (82)]
[See CSA #11]

APPENDIX L

SOURCING

During these negotiations, the parties discussed at length a proposal to extend the Outsourcing Moratorium originally agreed to during 2007 bargaining. Much of the discussion focused on the resolution of issues which had arisen relative to the Moratorium during the term of the 2007 National Agreement.

As a result of these discussions, the parties have agreed to extend the Outsourcing Moratorium for the life of the 2011 GM-UAW National Agreement, and will continue to work jointly to resolve in a timely manner any issues which may arise relative to the administration of the Moratorium. The parties have a history of being able to resolve such issues to their mutual benefit, and jointly commit this practice will continue.

In view of the extension of the Outsourcing Moratorium, the parties have also agreed should any provisions of this Appendix or the supporting Sourcing Guidelines conflict with the spirit and intent of the Outsourcing Moratorium, the National Parties will resolve such conflicts on a case by case.

At the expiration of the Outsourcing Moratorium, Appendix L as contained in the 2007 GM-UAW National Agreement, as well as associated documents, memoranda and supporting letters will be restored, unless otherwise agreed upon by the parties.

~~During these negotiations, the Union raised numerous concerns about the Corporation's sourcing actions and the impact on employment opportunities. To that end, the Corporation will work with and assist the Union at both the Local and International levels to preserve jobs, replace jobs which may be lost by outsourcing action and to create jobs for Protected employees and laid off employees. It is an objective of the Corporation to grow the business and to continue to rely upon its employees and facilities as the source of its products. During the life of the current Agreement, the Corporation will advise, in writing, the Union members of the Sourcing Committee of the Labor Policy Board decisions results relative to sourcing recommendations,~~

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including the number of potential jobs affected. Additionally, data regarding incoming and outgoing work will be given to the International Union in a quarterly meeting. (The Corporation will provide inquiry access to the International Union through the use of a computer terminal.) In this manner, the parties can judge the success of mutual efforts toward improved job security. The Corporation agrees to incorporate the procedures and structure outlined herein when making sourcing determinations during the current Agreement.

The rationale for sourcing actions will consider the criteria of quality, technology, cost, timing, statutory requirements, occupational and related environmental health and safety issues, the impact on long-term job stability, the degree to which the Corporation's resources can be allocated to further capital expenditures, the overall financial stability of affected facilities, and the impact on related facilities. Other factors considered by the Corporation before a final sourcing decision is made will include the effect on employment, and job and income security costs, on both a short and long-term basis. Such criteria shall give equal weight to the full impact of a sourcing action on General Motors-UAW represented employment levels and the job and income security of General Motors-UAW represented employees. The National Parties will jointly further develop the above criteria to be used to address sourcing issues. In developing this criteria transfer pricing profits will not be considered in making sourcing decisions. Only appropriate return on investment and burden will be considered.

Following the development of the sourcing criteria, the National Sourcing Committee may form Joint Task Forces to ensure full implementation of such criteria throughout the Corporation and, on an as-needed basis, to address any specific sourcing areas of concern identified by the Union. Pertinent criteria will be applied consistently in comparisons of internal and external supply capability. The International Union and where appropriate the local union will be provided full and timely access to all appropriate data, including financial information, that is pertinent to evaluate product competitiveness and contemplated sourcing. The Union agrees to keep all such information confidential until the Corporation consents to its release. Further, in this regard, the plant Chairperson will designate in writing those Union representatives

~~who will have access to the quote package and related information.~~

~~If the Local Committee cannot resolve a sourcing issue, it may file a grievance at the second step of the grievance procedure.~~

~~In addition, the following specific commitments have been made to address sourcing related job security concerns of UAW members:~~

1. ~~Insourcing~~

The 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. This process will operate at the National level but will be structured such that it will also support the efforts of the Local Jobs Committees relative to sourcing activity. The Business Review Teams will be an integral part of ensuring that the UAW has early involvement in future product sourcing activity in Assembly, Stamping and Powertrain operations, and will focus on identifying additional job growth opportunities and resolving sourcing issues.

The Local ~~JOBS~~ Jobs Committee will discuss the practicality of insourcing, in whole or in part, work previously outsourced or new work which the Committee identifies as that which might be performed competitively within the location based on the ~~criteria~~ criteria outlined in the Sourcing Guidelines. ~~outlined above~~. One existing member of the Jobs Committee from the union and from management will function as leaders of the insourcing activity and will report their findings and recommendations to the Key 4 on a frequency to be determined by the local parties. This ongoing effort should focus on maximizing usage of existing equipment and floorspace. Approved 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. Therefore, in order to facilitate the sourcing evaluation process and the effective preparation of a quote

response, the Plant Personnel Director will assign coordination responsibility and authority to a designated local management representative. Such responsibilities may include identification of the appropriate management resources to respond to Union inquiries in a timely basis, and the scheduling of meetings, as required.

~~To assist in this process, the International Union will be furnished a complete master file of commodities which will be used to generate a list of parts similar to those currently manufactured at the location that have been (1) outsourced from that location or (2) are currently manufactured by non-GM-UAW suppliers for General Motors. This list will be updated and expanded to include supplier expiration dates, supplier location (city and state), annual volume, U.S. plant locations receiving the parts and Union affiliation if known, and will be furnished three times per year in January, May, and September or as otherwise agreed by the National Parties. Thereafter, the parties will initiate efforts to insource particular work consistent with the aforementioned criteria to create prospects for growth and to provide jobs for Protected employees and employees on layoff.~~

If it is established that certain work can be performed competitively judged by the agreed upon above criteria, management will adopt the Committee's proposal and barring unique or unforeseen circumstances, bring the work in-house. The Union shall thereafter obtain any necessary approval or ratification within 30 days of the decision to bring the work in-house.

Upon the National Sourcing Committee receiving written verification from the ~~Local JOBS~~ Jobs Committee, insourcing credit will be given when:

- The impact of the event is at least one full-time equivalent direct, indirect, or skilled employee.
- Work previously outsourced (as documented in the sourcing database) is subsequently insourced and the ~~Local Jobs~~ Jobs ~~Committee~~ Committee verifies the actual employee impact on the plant floor; or
- Work currently performed by an outside supplier that has never been produced inside the ~~Corporation~~ Company is subsequently insourced

and the ~~Local~~ ~~Jobs~~ ~~Obs~~ Committee verifies actual manpower impact on the plant floor.

As an insourcing incentive, any work not covered in the two preceding paragraphs, which the ~~Company Corporation~~ contemplates producing in a UAW-represented location(s) and for which it desires insourcing credit, will be considered for such credit by the National Sourcing Committee, upon request from the ~~local~~ parties.

The National Parties recognize the importance of the ~~Local~~ ~~Jobs~~ ~~Obs~~ Committee reviewing the insourced jobs on the plant floor for accurate employee verification relative to insourcing notices.

In addition, the Parties recognize that there may be occasions when the Company may wish to temporarily assign work to a GM-UAW facility from a non-GM-UAW 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.

2. Outsourcing

Outsourcing as used herein means the ~~Corporation~~ Company's sourcing of work from GM-UAW locations, including work connected with current, new or redesigned vehicles, fabricated parts, powertrain, and component products. 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.).

The parties have agreed that the Outsourcing Moratorium provisions of the Appendix will apply to all sourcing initiatives that are projected to impact at least one full-time equivalent direct, indirect, or skilled job in Assembly, Stamping and Powertrain (except as agreed otherwise between the Parties); and to all sourcing initiatives regardless of manpower impact in ~~SPO~~ CCA, due to the nature of the respective businesses. Management will not

intentionally restructure sourcing proposals for the sole purpose of maintaining estimated manpower impact below the threshold. Concerns in this regard, including the applicability of these provisions to small units of work, will be discussed by the National Sourcing Committee.

The parties to this agreement recognize the critical impact outsourcing proposals have on the parties' relationship at both the National and local level. In this regard, when potential outsourcing is under consideration, the parties should have sufficient time to evaluate the proposal to ensure that they have the opportunity to develop a plan to retain the work. During the discussions leading to the current Agreement, the sourcing process was modified to provide a more meaningful role for the Union. Under this process, which provides for earlier involvement, the Union will generally have as much time to evaluate work proposals as practicable. However, in such instances where the Union believes that insufficient time has been provided for input into a pending sourcing decision, the matter should be referred to the National Parties for further discussion.

Issues arising from potential outsourcing will be resolved by the National Parties as outlined in this Appendix.

~~When the quoting process begins, the local Union at the affected location(s) will review and have access to the entire request for quotation package for this work along with cost book information. Upon receipt of this package at the plant, the Chairperson and the Personnel Director will indicate on the accompanying notice (Notice of Potential Outsourcing) that the information has been received. This notice will include a description of the work involved and will be submitted to the National Parties via the process established for that purpose.~~

~~Following receipt of the request for quotation package (or in the infrequent instances where a quote package is not utilized), the local parties will have the opportunity to jointly develop a plan to perform the work competitively, judged by the criteria listed earlier in this Appendix. The local~~

~~Union will be provided full and timely access to all appropriate data, including financial information that is pertinent to evaluate product competitiveness and the potential sourcing action. Prior to submission of the initial quote response, the information contained therein will be reviewed by the local parties.~~

~~At the close of the quoting process, the local parties will be advised in writing of the most favorable quote response which best meets customer requirements and the terms and conditions contained therein. If this quote response is other than the one submitted by the affected location(s), a written notice will be issued to the Chairperson which includes the reason for the potential outsourcing, the quote price from the affected location, if applicable, the terms and conditions of the most favorable quote response, the potential jobs impact, and the anticipated impact date. Thereafter, the local parties will be given an additional 60 days, or longer when possible, to meet the terms and conditions of the quote response referenced above. A copy of this notice will be submitted to the National Parties via the process established for that purpose.~~

~~— If it is established that the work can be performed competitively, judged by the criteria listed earlier in this Appendix, Management will, barring unique and unforeseen circumstances, keep the work in house. The Union shall thereafter obtain any necessary approvals or ratification within 30 days of the decision to keep the work in house.~~

~~— The sourcing authority will not enter into a contractual relationship with a non-GM-UAW supplier until such time as the designated management representative of the impacted location provides written verification that the above notification procedure and discussion by the JOBS Committee, has taken place.~~

~~Additionally, International Union input will be sought by the Corporation and its Groups and Divisions as early as possible in the outsourcing decision making process in order to allow for more thorough discussion and to permit the parties to better assess the impact of outsourcing on the long-~~

~~term job stability of employees and the financial viability of given Corporate locations.~~

~~The Corporation agrees to a full disclosure to the International Union of the procedures utilized in sourcing activities.~~

3. Temporary Outsourcing

The National Parties agree that temporary outsourcing is not intended to provide a means for circumvention and abuse of the normal outsourcing notification procedures outlined in this Agreement. Outsourcing notices should be issued to address for temporary situations such as: breakdown of machinery or equipment, plant rearrangement and/or modernization, spot buys, model changeovers, and factory assists, etc., ~~will be incorporated in the Quarterly Sourcing Report. By incorporating these occurrences in the Quarterly Sourcing Report, it is mutually understood that legitimate temporary outsourcing will not be considered in determining the Corporation's hiring requirements, pursuant to Appendix K, due to the scheduled return of the outsourced work.~~

The National Parties will monitor all temporary outsourcing to assure the return of such work in a timely fashion in keeping with the intent of this Appendix ~~and Appendix K.~~

~~Beginning with the effective date of this Agreement, Temporary Outsourcing Notices which remain open 30 days beyond the date the work was projected to be returned will be converted to permanent notices and the manpower associated with the work will be counted in the Net Sourcing calculation under Appendix K. Upon return of the work after a notice has been converted to permanent status, a notice of insourcing will be issued to the impacted location.~~

~~If a situation arises wherein work which was temporarily outsourced under these provisions is subsequently contemplated for permanent outsourcing, the 150-day sourcing process described in this Appendix will be applied prior to such work being permanently sourced to an outside supplier, provided that such work falls within the scope of this Appendix from a manpower perspective, as~~

~~described in the Outsourcing Section.~~ 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. ~~the above provisions are not intended to create Appendix K liabilities in those circumstances.~~

Any questions or problems that may arise relative to the meaning and intent of this understanding will be reviewed and resolved by the National Parties on a case-by-case basis.

4. Future Product Sourcing

~~Semi-annually, a~~ A confidential review will be held concerning future product programs which will identify new or redesigned vehicles, subsystems, or component parts. These semi-annual 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, both of whom may also be requested to attend additional meetings, if deemed appropriate by the National Parties. ~~In reviewing future product programs, representatives from various Corporate disciplines; e.g., Marketing, Engineering, and Product Planning, may be invited to attend.~~

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

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

Management will provide the UAW Assistant Director – Sourcing with overview information about vehicle programs intended for sale in the U.S.

market as those programs pass either the Architecture Statement of Strategic Intent (ASSI) or Program Framing Initiated (PFI) milestone, as is appropriate for the specific program.

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 Corporation/Company's Groups and Divisions. In that regard, the International Union will be notified ~~in writing by the Director of Labor Relations—Sourcing and Job Security~~ of a study involving a new or redesigned vehicle, new engine, or ~~upon~~ transmission; upon Document of Strategic Intent (DSI) for vehicles; or the ~~Deliver Charter~~ Kick Off (KO) (DC) gate kick-off for engines and transmissions. ~~that the Corporation will proceed with a study involving a new or redesigned vehicle, new engine, or transmission. A comparable notification will be given for those components and subsystems that are not included in a new vehicle development process.~~

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 SPO ~~Divisions~~ operations. The UAW Future Product Sourcing Representatives for Vehicle Manufacturing, Powertrain, Metal Fabricating and CCA SPO operations ~~Divisions~~ will work with members of their respective organizations so as to gain information and knowledge and to provide input into sourcing discussions and sourcing determinations for those organizations. The Business Review Teams will function pursuant to the guidelines established by the Parties.

~~The Corporation is committed to implementing a Future Product Sourcing process that provides the Union with early involvement, open access and input to decisions. The process will commence at the DSI step of the Advance Vehicle Development~~

~~Process, at which time the Business Review Team process will commence. The Business Review Teams will function pursuant to guidelines established by the Parties and will work in conjunction with the Local JOBS Committees to identify, analyze, and apply the provisions of this Appendix to sourcing issues relative to future programs.~~

~~In addition, specific Advance Vehicle Development Reviews and Product Portfolio Reviews will be scheduled and attended by the top leadership of the GM Department of the UAW and the Corporation's Labor Relations Staff. Information from these meetings will be communicated to the National Sourcing Committee.~~

~~The Corporation/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.~~

~~If requested, higher level meetings or discussions on these matters will be scheduled.~~

~~The implementation of this process should provide the parties with the mechanism to take advantage of every opportunity to use internal resources and to create jobs for Protected employees.~~

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 AGREEMENT

**WELDING EQUIPMENT
MAINTENANCE AND REPAIR
(WEMR) CLASSIFICATION**

The parties agree that the below listed documents
(copies attached) shall continue in effect:

1. Memorandum of Agreement dated March 15, 1972.
2. Mr. Irving Bluestone's letter to Mr. George B. Morris, Jr. dated March 16, 1972.
3. The Welding Equipment Maintenance and Repair Apprentice Schedule agreed upon by the GM-UAW Skilled Trades and Apprentice Committee on May 18, 1972.

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

**General Motors
Corporation**

Irving Bluestone
Frank James
William V. Colbath
Rudy Pale
Lester D. Bryan
H. G. Gillespie

Robert W. Clark
J. A. Mollica
D. H. Pfeifer
C. E. Black

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MEMORANDUM OF AGREEMENT

In accordance with Paragraph 5 of the Memorandum of Agreement concerning the Welding Equipment Maintenance and Repair (WEMR) classification dated November 11, 1970, the parties agree to the following:

1. The Fisher Body - Grand Blanc WEMR Guidelines shall not be implemented at the following Fisher Body Fabricating Plants: Mansfield, Pittsburgh, Kalamazoo, Marion, Hamilton, Chicago, Cleveland Coit Road. Accordingly, as soon as practicable, but in any event within thirty (30) days, WEMR assignments in these plants shall be made as they were prior to the November 11, 1970 WEMR agreement.

2. At Fisher Body - Grand Rapids #1, the WEMR Guidelines, as they relate to construction and maintenance, shall remain in effect as implemented by the local parties on July 19, 1971. The WEMR Guidelines as they relate to installation shall not be implemented. Assignments related to installation shall be made as they were prior to the November 11, 1970 WEMR agreement.

3. At Fisher Body - Lordstown, the WEMR Guidelines will be implemented with the understanding that certain matters presently in dispute will be subject to the provisions of Paragraph (182) of the National Agreement.

4. There shall be no liabilities related to necessary action Management may take to implement this memorandum.

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

**General Motors
Corporation**

Irving Bluestone
Frank James
Rudy Pale
Lester D. Bryan

Robert W. Clark
J. A. Mollica
W. K. Myers

Dated: March 15, 1972 Dated: March 15, 1972

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March 16, 1972

General Motors Corporation
General Motors Building
Detroit, Michigan 48202

Attention: Mr. G. B. Morris, Jr.
Vice President

Gentlemen:

Pursuant to our letter to Mr. E. R. Bramblett of November 11, 1970, and in conjunction with the conclusion of the Memorandum of Agreement dated March 15, 1972, dealing with the Welding Equipment Maintenance and Repair (WEMR) classification, the parties discussed at length a standard apprentice program for this classification in the Fisher Body fabricating plants.

This letter is to confirm the understandings reached during these discussions concerning such an apprentice program.

Specifically,

1. Within sixty (60) days of the date of this letter, the GM-UAW Skilled Trades and Apprentice Committee shall work out the details of a standard 4-year apprentice program for the Welding Equipment Maintenance and Repair classification.

2. Thereafter the Corporation may implement such standard program at the following Fisher Body fabricating plants: Grand Rapids #1, Hamilton, Kalamazoo, Marion, Grand Blanc and Cleveland. Any apprentices indentured into this standard program shall be trained in accordance with the program's schedule.

3. If in the future an apprentice program is implemented at the Fisher Body fabricating plants in Chicago, Mansfield, Pittsburgh and Lordstown, it will be by agreement of the GM-UAW Skilled Trades and Apprentice Committee.

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Sincerely,

Irving Bluestone,
Director
General Motors
Department

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**WELDING EQUIPMENT MAINTENANCE
AND REPAIR**

Shop Training Schedule	Approximate Hours
1. Operation of Hand and Power Tools	80
2. Maintenance, Repair, Setup, Tryout Production Welding Equipment Including Guns, Manipulators and Other Related Mechanical Devices	2220
3. Maintenance, Repair, Setup, Tryout Related Production Welding Equipment such as Fixtures, Safety Devices and Shuttles	2100
4. Maintenance, Repair, Setup, Tryout Components of Electrical, Air and Fluid Systems, Associated with Production Welding Operations	2000
5. Other Related Work Build and Rebuild Welding Guns, Hoses, Cables; Dress Electrodes	240
6. Optional	688
7. Safety Instruction	--
Total	7328

Suggested Related Training

Math	144
Science	252
Shop	72
Drawing	36
Unassigned	72
Total	576

Shop and
Related Training - TOTAL 7904 Hours

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WEMR GUIDELINES

The original construction of Welding and Non-Welding Fixtures will be a proper part of the "Tool Maker" classification.

The construction of new details and parts for incorporating engineering changes on welding fixtures will be a proper part of the "Tool Maker" classification. Installation of these details on the fixtures during original construction will be a proper part of the "Tool Maker" classification, and the installation of these details and parts into fixtures during a model run will be a responsibility of the "Welding Equipment - Maintenance and Repair" classification.

Those fixtures constructed in this plant will be piped and wired during initial construction by employees in the "Pipefitter" and "Electrician" classifications respectively.

The original wiring of electrical control panels performed in the plant will be a proper part of the "Electrician" classification of labor.

The original wiring to a junction box on non-welding fixtures during initial construction is a proper part of the "Electrician" classification of labor.

The original installation of free-standing welding and non-welding fixtures into the Metal Assembly Department will be considered a proper part of the "Millwright" classification.

The Union referred to Paragraph 12 of Management's proposed Skilled Trades Settlement Agreement and inquired which classification of labor would be responsible for the installation of non-welding fixtures into a line in the Metal Assembly Department.

Management stated that the necessary wiring and piping to and from non-welding fixtures which are installed into a line in the Metal Assembly Department will be the responsibility of the "Electrician" and "Pipefitter" classifications respectively during initial construction. The synchronization of such equipment into an existing line, however, will be a responsibility of the "Welding Equipment - Maintenance & Repair"

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INITIALED BY PARTIES: ER 

classification of labor. If the installation of the new details required for an engineering change necessitated the installation of new piping from the main supply valve, the work of installing the new piping would be a proper part of the "Pipefitter" classification.

The Union referred to the recent addition of several operations on the ME Line in the Metal Assembly Department which the Union had contended at that time was a new installation and inquired how Management's proposed Skilled Trades Settlement would affect such work in the future.

Management stated that it was the intent of its proposed settlement to consider such work as new installation which would, therefore, be a responsibility of the Plant Maintenance Department and "Die Maker - Devices" classification. As with the installation of the non-welding fixture referred to above, however, the synchronization of the new operations with the existing line would be a responsibility of the Welder Maintenance Department.

The Union referred to the automatic turnover at the end of the door lines in the Metal Assembly Department which are currently a responsibility of the "Welding Equipment - Maintenance & Repair" classification and inquired how Management's proposed Skilled Trades Settlement would affect this work.

Management stated that the turnover device at the end of the door lines in the Metal Assembly Department would be maintained by the Plant Maintenance Department since it could be considered as an out-of-the-line operation. In this regard, however, Management stated that such a turnover in-line would be the responsibility of the Welder Maintenance Department.

Management referred to Paragraph No. 9 of its proposed Skilled Trades Settlement Agreement and stated that all fixtures constructed in this plant whether they are to be shipped to another plant or to be used in this plant will in the future be piped and wired during initial construction by employees in the "Pipefitter" and "Electrician" classifications respectively. In addition, the piping and wiring on those fixtures constructed outside the plant for use in this plant which have not been piped and/or wired will be the responsibility of the "Pipefitter" and "Electrician" classifications

respectively. In the past, Management stated, the piping and wiring on those fixtures constructed in this plant for use at this location were the responsibility of the "Welding Equipment - Maintenance & Repair" classification. Likewise, Management stated, the original wiring of electrical control panels which was previously the responsibility of the Welder Maintenance Department would in accordance with its proposed settlement agreement be a proper part of the "Electrician" classification of labor. In this regard, if, for example, it is necessary to replace individual wires in a control panel during a production run, such work will be assigned to the "Welding Equipment - Maintenance & Repair" classification; however, if on the other hand it is necessary to partially or completely rewire a control panel, whether or not such work is performed in-line, the task of rewiring the control panel will be a proper part of the "Electrician" classification of labor.

The Union referred to a current appeal case wherein the Union is protesting the assignment of employees in the "Welding Equipment - Maintenance & Repair" classification to the task of jumping the lubrication system on a welding press in the Metal Assembly Department and inquired if Management's proposed Skilled Trades Settlement language would affect the assignment of such work in the future.

Management stated that the lubrication system on the welding press in question had been jumped to complete tryout of that line, and such work would continue to be a responsibility of the "Welding Equipment - Maintenance & Repair" classification. In this regard, Management stated that the repair of mechanical systems on welding presses would be a responsibility of the Plant Maintenance Department but repairs to the electrical systems on welding presses, except the press drive motor, would continue to be a responsibility of the Welder Maintenance Department.

Management stated that the installation of air circuitry controls of the mechanical handling equipment during new construction will be a proper part of the "Pipefitter" classification. Modification of air circuitry will, likewise, be a proper part of the "Pipefitter" classification of labor. Trouble shooting and maintenance of such control units will in the Press Department be a responsibility of the "Die Maker - Devices" classification and in the Metal Assembly

Department of the "Welding Equipment - Maintenance & Repair" classification. Management stated, however, that maintenance of such units referred to, for example, repairing or replacing a broken hose, changing filters, changing valves, adjusting air flow, etc., and in no way implied stripping down and rebuilding an entire control unit. The stripping down and rebuilding of air circuitry control units performed by plant employees, whether performed in-line or off-line, will be a proper part of the "Pipefitter" classification.

The Union referred to the "dope" dispensing fixture on the MA Line in the Metal Assembly Department and stated that the maintenance of this unit has historically been a responsibility of the "Pipefitter" classification and stated that it was its opinion that this fixture should continue to be maintained by Pipefitters even though an air circuitry control unit had recently been installed on this fixture.

Management stated that it concurred with the Union in this regard, and since air circuitry controls were installed on a piece of equipment previously maintained by the "Pipefitter" classification, such controls should in the future be maintained by that classification of labor.

Management stated that modifications on the electrical circuit on mechanical manipulators will be a proper part of the "Electrician" classification. Trouble shooting and maintenance of such units will in the Press Department be a responsibility of the "Die Maker - Devices" classification and in the Metal Assembly Department of the "Welding Equipment - Maintenance & Repair" classification. The maintenance of such units in no way implies stripping down and rebuilding the entire electrical circuit. The stripping down and rebuilding of the electrical circuit on mechanical manipulators performed by plant employees, whether performed in-line or off-line, will be a proper part of the "Electrician" classification.

It will be the general operating practice that the maintenance of shuttle rails between welding operations in the Press Department will be a proper part of the "Die Maker - Devices" classification. The synchronization of shuttle units with the welding operations will be a proper part of the "Welding Equipment - Maintenance & Repair" classification.

**MEMORANDUM OF UNDERSTANDING
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 ~~Corporation~~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. NATIONAL JOINT SKILL DEVELOPMENT
AND TRAINING COMMITTEE**

This National Committee will promote and direct the development and implementation of skill development and training activities, including technical training for active and dislocated employees. 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 Executive Board-Joint Activities.

In order to insure that Training activities improve the performance of the enterprise and provide participants with enhanced job security, it is essential that Joint Skill Development and Training activities be integrated with the ~~corporation-company~~ structures and business decisions. Therefore, the National Parties agree that the National Joint Skill Development and Training Committee will establish and maintain close communication with ~~Corporate Company~~, Group and Divisional staffs and training functions to assure that the parties at all levels contribute to the development of effective joint training and development initiatives and

utilize the resources and facilities of the UAW-GM CHR to disseminate effective training and development practices. The parties at all levels should utilize the resources and facilities of the UAW-GM Center for Human Resources in developing and implementing joint training efforts.

The duties and responsibilities of the National Committee will include the following:

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

- Develop and rollout a comprehensive program for use at plants in their efforts to conduct training needs analysis, task analysis, training plans and maintain training records.
- Review and update the Training and Development Planning Process as needed.
- Conduct process reviews to monitor key elements of the Local Training and Development Planning Process.
- Joint Activities, Human Resource Development and Joint Training Representatives Workshops may be scheduled during the term of the Agreement as determined by the Vice President and Director of the UAW-GM Department and the Vice President, Labor Relations.

II. OTHER JOINT ACTIVITIES

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

1. Coordinating requests to the Executive Board for funding of joint activities, studies, pilot programs, training, etc.

2. Providing professional and staff support for joint program development, implementation and administration;

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

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

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

6. Coordinating joint efforts, projects, and the various national committees on behalf of the Executive Board-Joint Activities.

III. RESPONSIBILITIES/LOCAL JOINT ACTIVITIES COMMITTEE

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

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on the ~~26~~¹⁴~~th~~th day of September, 200711.

International Union, UAW General Motors Corporation

~~Cal Rapson~~Joe Ashton

~~Diana D. Tremblay~~Cathy Clegg

Garry Bernath

~~Joe Ponce~~Rex Blackwell

~~Paul Mitchell~~Jeff Pietrzyk

~~Dorothy Hennessy~~Jeff McGuire

~~Ron Bieber~~Patti Campbell

~~Michael Taylor~~Larry Emerling

[See Memo-Human Resource Development]

[See Doc. 46]

[See CSA #18]

**MEMORANDUM OF UNDERSTANDING
JOINT ACTIVITIES**

During current negotiations, the parties discussed the challenges in the marketplace from both foreign and domestic competitors. There is mutual recognition that these challenges require a fundamental change to maximize the potential of our human resources. This change can occur only by building on our current joint efforts and by fostering a spirit of cooperation and mutual dedication that will permit the full development of the skills of our people and meaningful involvement in the decision-making process. Success in these endeavors benefits all of the parties: The UAW through a strong and viable membership; the employees through job satisfaction and job security; and the ~~Corporation~~ Company through achieving its goal of becoming a world class competitor.

The parties agree that in order to make constructive progress in this regard, there is a need to reach a common understanding of the concept of "jointness" and to establish a facilitating mechanism to assure that the various programs related to changes in the work environment are appropriately and effectively administered.

The term "jointness" is understood to mean that concepts for these activities be jointly developed, implemented, monitored, and evaluated. Furthermore, decisions must be arrived at in a setting which is characterized by the parties working together in an atmosphere of trust; making mutual decisions at all levels which respect the concerns and interests of the parties involved; sharing responsibility for the problem solving process; and sharing the rewards of achieving common goals.

The parties agree that the appropriate facilitating mechanism for joint endeavors is the Executive Board-Joint Activities (Executive Board).

I. EXECUTIVE BOARD-JOINT ACTIVITIES

It is agreed the Co-Directors of the Executive Board will be the Vice President, GMNA Labor Relations, and the Vice President and Director of the GM Department of the UAW. Each will appoint an

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DATE INITIALED: SEP 15 2011

INITIALED BY PARTIES: BR AA

equal number of persons as members of the Executive Board.

The Executive Board will actively direct and support the National Joint Skill Development and Training Committee, the National Joint Committee on Health and Safety, the National Committee on Attendance, the National Work/Family Program Committee, the Tuition Assistance Program, ~~JOBS Program~~, Paid Educational Leave, and other national joint committees and activities as may be mutually agreed to by the Union and the ~~Corporation~~ Company.

The duties and responsibilities of the Executive Board will include, but not be limited to, the following:

- A. Setting policies and providing guidelines;
- B. Allocating funds for projects and activities;
- C. Monitoring expenditures for approved projects and activities;
- D. Coordinating the efforts of the National Committees referred above;
- E. Evaluating and auditing the ongoing performance and results of these committees;
- F. Review and approve proposals for National meetings, conferences, and workshops;
- G. Integrate Joint Activities with ~~Corporate~~ Company structures and business decisions;
- H. Keeping UAW leadership and ~~Corporate~~ 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 Vice President, GMNA Labor Relations, and the Vice President and Director of the GM

Department of the UAW will appoint an equal number of representatives from their organizations to serve on Joint National Committees. Additional persons external to either party may also be appointed with the mutual approval of the Co-Directors.

II. LOCAL JOINT ACTIVITIES COMMITTEE

During current negotiations, the parties discussed the need to focus the responsibility for all local joint activities on those individuals who have primary responsibility for their success and to enhance their effectiveness through improved information sharing, priority and goal setting, resource allocation and the elimination of duplication.

Accordingly, the parties agree that the appropriate local facilitating mechanism for all local joint activities is the Local Joint Activities Committee consisting of the President of the Local Union, Shop Committee Chairperson and members of the Shop Committee, Plant Manager, Personnel Director, and UAW and GM Joint Activity Representative(s) as appropriate. The Local Joint Activities Committee is responsible for actively supporting and directing the Local Joint Skill Development and Training Program, and Local Human Resource Development Process, Local J.O.B.S. activities and to provide coordination among all other local joint activities such as Health and Safety, Work/Family, Quality Network, ADAPT, etc. The UAW Regional Director and/or their representatives should be fully involved regarding joint activities including actions of the Local Joint Activities Committee.

The duties and responsibilities of the Local Joint Activities Committee include the following:

- A. Provide structure for integrating all joint efforts.
- B. Set local policies/guidelines to enhance each joint activity.
- C. Integrate joint activities with business operations through a joint planning process.

D. Allocate and monitor local joint funds and other resources in accordance with this memorandum and national guidelines in support of all joint activities.

E. Insure UAW Joint Training Representative(s) are involved in the preparation of training budgets/plans, including launch related activities, directed at UAW represented GM employees.

F. Assure that a comprehensive annual training needs analysis is conducted based upon plant business plan information.

G. Approve and implement annual steady state and launch training plans directed at UAW represented GM employees.

H. Provide the necessary resources to conduct training identified in the approved plan.

I. Monitor and evaluate the performance and results of joint activities and provide positive recognition and/or corrective direction as required.

J. Regularly exchange information on plant operations and communicate appropriate information to all employees.

K. Keep UAW/~~Corporation~~Company leadership including the Executive Board - Joint Activities informed of the status and progress of joint activities.

L. Establish and maintain the Training and Development Steering committee to provide oversight and direction for the implementation and ongoing support for the Training and Development Planning process.

The Training and Development Steering Committee will implement and support the Training and Development Planning (TDP) process as the common process for the development and execution of annual training plans. The Steering Committee will ensure that the training plan reflects priorities identified through the business planning process and a comprehensive needs analysis. Regular Steering Committee meetings must take place to review performance to plan and identify countermeasures when

necessary. The TDP process will also provides a foundation for the development of launch training plans that focus attention on launch critical training events; and the Steering Committee is responsible to review resource requirements for such events.

The ~~Corporation-Company~~ will provide a web-based training plan administration system based on jointly agreed upon functionality for the development and tracking of training plans. The annual summary reports from the jointly agreed upon training plan administration system will serve as the reporting mechanism to the UAW-GM Center for Human Resources (CHR). A jointly approved training plan and a year-end summary of performance to planned training activities must be submitted to the CHR by January 31 of each year by the Joint Activities Representative(s).

The Union will be fully involved in all phases of training including analysis and development that is directed at UAW-represented employees. When such employees will be impacted by training and manual specifications for equipment and manufacturing systems, Union input with respect to development and delivery of training will be obtained by either Management's Group/Division or plant training personnel prior to GM signing off on the specifications.

In situations where mutual agreement regarding joint activities cannot be reached locally, either party may appeal the issue to the National Joint Skill Development and Training Committee for resolution.

III. FUNDING

A. NATIONAL FUNDS

~~It is agreed that the Corporation will make available funding at five cents (5¢) per hour worked for use at the national level. Further, the Corporation will make available additional funding up to \$5.00 per overtime hour worked in incremental amounts in excess of five percent (5%) of straight time hours worked (calculated on a twelve month rolling average). Such additional funding will be calculated in accordance with the following incremental table:~~

Overtime hours as Percent of Straight Time Hours	Additional Amount Per Hour
5% or less	\$0.00
Greater than 5% thru 12%	1.25
Greater than 12% thru 13%	1.50
Greater than 13% thru 14%	2.00
Greater than 14% thru 15%	2.50
Greater than 15% thru 16%	3.00
Greater than 16% thru 17%	3.50
Greater than 17% thru 18%	4.00
Greater than 18% thru 19%	4.50
Greater than 19%	5.00

The Company will reimburse CHR expenses as they are incurred ("pay as you go") for the administration of programs, projects, and joint activities services that are approved through the annual budgeting process by the Joint Activities Executive Board.

B. ~~RESERVOIR AND LOCAL FUNDS~~

~~It is agreed that the Corporation will make available funding at ten cents (10¢) per hour worked for use either in the plants (LOCAL FUNDS) or certain nationally approved projects (RESERVOIR FUNDS). The parties will allocate the ten cents (10¢) between LOCAL FUNDS and RESERVOIR FUNDS on an as required basis over the term of the Agreement. Funds allocated as RESERVOIR FUNDS may be used for national activities, upon approval of the Executive Board Joint Activities.~~

Local Funds will be allocated out of National Funds noted above at the rate of \$0.2 million dollars per month. Each UAW facility will be allocated a portion of the Local Funds based upon active population on January 1st of each year.

C. ~~FUNDING UNDER 2003 2009 NATIONAL AGREEMENT ADDENDUM~~

It is agreed that uncommitted Local ~~F~~unding balances accrued under the ~~2003~~ National Agreement-2009 Addendum in both the ~~five cents (5¢) per hour fund and the ten cents (10¢) per hour (LOCAL FUNDS) and (RESERVOIR FUNDS)~~ as of September ~~26~~14, ~~2007~~11 will be carried forward under the new National Agreement. Subsequent to September ~~26~~14, ~~2007~~11 a final reconciliation and balancing of accounts, expenditures and commitments as of September ~~26~~14, ~~2007~~11 will occur. Thereafter, the remaining funds will be available for the parties.

D. AGREEMENT EXPIRATION

In the event the parties should agree to discontinue, in whole or in part, this Memorandum prior to the expiration date of the new National Agreement, or upon expiration, the parties shall meet to discuss any problems arising out of the termination. After reconciliation of claims, commitments, and accruals through the expiration date of the new National Agreement, remaining NATIONAL, ~~RESERVOIR~~ and LOCAL FUNDS shall be disposed of in such manner as the parties shall agree consistent with the objectives of this Memorandum.

IV. APPROVAL PROCESS

A. NATIONAL AND ~~RESERVOIR~~ FUNDS

Requests for authorization to expend ~~either~~ NATIONAL FUNDS ~~or RESERVOIR FUNDS~~ must be approved in advance by the National Joint Skill Development and Training Committee and the Executive Board-Joint Activities.

B. LOCAL FUNDS

Requests for authorization to expend LOCAL FUNDS must be jointly approved by the local parties. In addition, certain

requests, specified in the UAW-GM Center for Human Resources Funding Guidelines, must receive prior approval from the National Joint Skill Development and Training Committee. Any approval for the use of Local Joint Training Funds is contingent upon submission of a jointly approved comprehensive local training plan. In situations where mutual agreement regarding fund approval cannot be reached locally, either party may appeal the issue to the National Joint Skill Development and Training Committee for resolution. When the local parties authorize funds for Human Resource Development endeavors, the proposal must be forwarded to the National Joint Skill Development and Training Committee for review and monitoring in accordance with its guidelines.

V. FUNDS UTILIZATION

The NATIONAL, ~~RESERVOIR~~ and LOCAL FUNDS may only be used for joint endeavors in furtherance of this Memorandum of Understanding, or in support of those Joint National Committees specified in Paragraph I above. Definitive guidelines will be jointly reviewed and communicated subsequent to ratification. The parties are specifically empowered to review and evaluate this Memorandum and the guidelines and make mutually satisfactory adjustments and modifications during the term of this Agreement. Program content and details of this Memorandum of Understanding may be viewed through the Joint Activities System (JAS).

Following are illustrative examples of appropriate uses of the various funds.

EXAMPLES OF APPROPRIATE FUNDS UTILIZATION

A. NATIONAL FUNDS

- National efforts to assist laid off workers
- Area efforts to assist laid off workers

- Local efforts to assist laid off workers
- Specific projects dealing with active workers
- Tuition Assistance Program
- National Office
- Joint National Studies
- Joint National Pilot programs
- Joint National Training efforts
- Joint National Agreement administration

~~B. RESERVOIR FUNDS~~

~~Training of active employees when local funds have been exhausted.~~

~~Training of active employees at new, reopened or retooled plants where sufficient local funds have not been generated.~~

~~Area, group, multi-plant divisional, etc., meetings or training.~~

~~B. LOCAL FUNDS~~

- Training efforts of active employees in job related skills, basic education enhancement, interpersonal skills and Human Resource Development.
- Specific studies, pilots, activities, etc. agreed to by the National Parties.

EXAMPLES OF INAPPROPRIATE FUNDS UTILIZATION

It is understood that FUNDS at any level may not be utilized for contractually specified training such as apprentice training nor for funding of time off the job of designated or elected UAW representatives routinely functioning in administration of the contract. In addition, FUNDS should not be used to train employees

who will be required to service newly introduced technology. However, subsequent general training of other tradespersons on this equipment to broaden their skills is appropriate. Further, FUNDS should not be used for the training of tradespersons to implement a newly negotiated change in classifications, however, the use of FUNDS to freshen or update generally the skills of tradespersons is appropriate.

It is understood that nothing in this Memorandum limits the rights of either party to provide education and training programs on the same, similar or other subjects.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed by their duly authorized officers and representatives on this ~~14th~~^{26th} day of ~~September, 2011~~^{September, 2007}.

**International Union,
UAW**

**General Motors
Corporation
Company**

~~Cal Rapson~~Joe Ashton

~~Diana D. Tremblay~~Cathy
Clegg

Garry Bernath
~~Paul Mitchell~~Jeff
Pietrzyk
~~Ron Bieber~~Patti
Campbell

~~Joe C. Ponce~~Rex Blackwell
~~Dorothy B. Hennessy~~Jeff Mc
Guire
~~Michael W. Taylor~~Larry
Emerling

[See Memo-Overtime]
[See Doc. 43,46,103,106,108,109,110]

**MEMORANDUM OF UNDERSTANDING
UAW-GM ENTRY LEVEL WAGE & BENEFIT AGREEMENT**

In accordance with and as part of the ~~2007~~ UAW-GM National Agreement ~~and the subsequent 2009 Addendum~~ between International Union, UAW (hereinafter referred to as UAW) and General Motors Corporation-LLC (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 ~~2007-2011~~ 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~~ 2011 UAW-GM National Agreement.

Article 1

Applicability

The terms of this Memorandum apply to all entry level employees at all GM facilities covered by the UAW-GM National Agreement. All production employees hired during the remaining term of the 2007 ~~GM-UAW-~~ GM-National Agreement and through the term of the 2011 ~~GM-UAW-~~ GM National Agreement will be classified as "entry level employees." No limit will be placed on the number of entry level employees that may be hired prior to September 14, 2015. Upon expiration of the 2011 ~~GM-UAW-~~ GM National Agreement, the parties will mutually agree to a hiring limit based on the entry level percentage as of September 14, 2015. However, the cap can be no more than 25% and no less than 20% of the total ~~GM-UAW-GM~~ hourly population. Should the number of entry level employees exceed the mutually agreed upon percentage above, the national parties will determine a process for the orderly transition of the appropriate number of entry level employees to non-entry level status.

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 two (2) ~~three (3)~~ production wage rates and corresponding classification groupings ~~set forth in Attachment A to this Memorandum.~~ Group placement of specific operations will be determined by the National Parties. 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:

	Group BA	Group CB	Group C
Production Rates -	\$179.286	\$168.28	\$15.43
Starting Rates -	\$15.7853	\$14.7865	\$14.00

1. Wages

a. Production Employee ~~New Hire~~ Rates

Group B

	<u>Years of Service At</u>		
	<u>Ratification:</u>		
	<u>1 or less</u>	<u>>1 to 2</u>	<u>2 or more</u>
<u>At Ratification</u>	<u>\$15.78</u>	<u>\$16.66</u>	<u>\$17.53</u>
<u>As of Sept 15, 2012</u>	<u>\$17.53</u>	<u>\$18.41</u>	<u>\$18.41</u>
<u>As of Sept 15, 2013</u>	<u>\$19.28</u>	<u>\$19.28</u>	<u>\$19.28</u>
<u>Production Rate</u>	<u>\$19.28</u>	<u>\$19.28</u>	<u>\$19.28</u>

<u>Group C</u>	<u>Years of Service At</u>		
	<u>Ratification:</u>		
	<u>1 or less</u>	<u>>1 to 2</u>	<u>2 or more</u>
<u>At Ratification</u>	<u>\$14.78</u>	<u>\$15.66</u>	<u>\$16.53</u>
<u>As of Sept 15, 2012</u>	<u>\$16.53</u>	<u>\$17.41</u>	<u>\$17.41</u>
<u>As of Sept 15, 2013</u>	<u>\$18.28</u>	<u>\$18.28</u>	<u>\$18.28</u>
<u>Production Rate</u>	<u>\$18.28</u>	<u>\$18.28</u>	<u>\$18.28</u>

For all production employees hired after the Effective Date of this Memorandum, new hire rates and wage progression to full production rates shall be established as follows:

Future Entry Level Employees

	<u>Group B</u>	<u>Group C</u>
<u>New Hire</u>	<u>\$15.78</u>	<u>\$14.78</u>
<u>After 12 Months</u>	<u>\$16.66</u>	<u>\$15.66</u>
<u>After 24 Months</u>	<u>\$17.53</u>	<u>\$16.53</u>
<u>After 36 Months</u>	<u>\$18.41</u>	<u>\$17.41</u>
<u>After 48 Months</u>	<u>\$19.28</u>	<u>\$18.28</u>
<u>Production Rate</u>	<u>\$19.28</u>	<u>\$18.28</u>

~~at the greater of (a) \$14.00 per hour, or (b) 90% of the 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 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 Production Rate over the course of 104 weeks in four proportional increases. These proportional increases shall be equal to the difference between the 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.~~

b. 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 ~~journeypersonsmen/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 ~~journeypersonsmen/woman~~

classification, transferred to JEIT 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.

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, the Tuition Assistance Program for Active Workers (excluding personal enhancement courses),~~ 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.

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 Company.

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.

Attachment A

Agreement Wage Structure

A	B	C
Highest Rates	Medium Rates	Minimum Rates
Machining (PT)	Sub Assembly	Truck Driver
Camshafts	Inspection	Material Handling
Connecting Rods	Non Core Stampings	Unitizing
Others	Non Core Blanks	Warehousing
	Others	Kitting
		Sequencing
		Repacking
		Others

Attachment B

Benefit Plans Agreement

This Attachment B supersedes the Entry Level Attachment B as set forth in the 2007 Collective Bargaining Agreement. In general, the terms of the 2011 Supplemental Agreements covering the Benefit Plans between the UAW and GM are the same for Entry Level employees as they are for Traditional employees except as noted below. Benefits described herein reflect the general structure agreed upon by the parties. Each Benefit Supplemental Agreement will be comprehensively amended to incorporate these differences.

SECTION I: HEALTH CARE PROGRAM

Health Care coverages for Entry Level employees will be identical to the coverages provided to Traditional employees in the General Motors Health Care Program for Hourly Employees (the "Program") except for the following:

1. Entry Level employees become eligible for health care coverages reflected in Appendices A and B (Medical Plan) as provided in Article III, Section 2(a)(1) of the Program.
2. Entry Level employees become eligible for coverage reflected in Appendix C (Dental Plan) and for annual eye exams reflected in Appendix D (Vision Plan), on the first day of the month next following the month in which the Entry Level employee is actively at work (or on disability leave) after acquiring three (3) years of seniority. Entry Level employees may obtain eyeglass frames and lenses at discount through Vision network providers.
3. Entry Level employees will become eligible for full coverage as reflected in Appendix D (the Vision Plan) on the first day of the month next following the month in which the Entry Level employee is actively at work (or on disability leave) after acquiring five (5) years of seniority.
4. Entry Level employees will have their Medical Plan enrollment limited to the TCN option, modified to include the cost-sharing requirements shown in the table below:

<u>Annual Deductible</u>	
<u>In-Network</u>	
Single	\$300
Family	\$600
<u>Out-of-Network</u>	
Single	\$1,200
Family	\$2,100
<u>Co-Insurance</u>	
In-Network	10%
Out-Of-Network	35%
<u>Out-Of-Pocket Maximum</u>	
<u>In-Network</u>	
Single	\$1,000
Family	\$2,000
<u>Out-of-Network</u>	
Single	No Limit
Family	No Limit
<u>Prescription Drugs (Retail and Mail Order)</u>	
Generic	\$7.50/script
Brand	\$15.00/script

5. Article II. 4(c)(7) and Article II. 4(c)(8) regarding the Urgent Care Center co-payment and the Emergency Room co-payment will not apply.
6. The opportunity for survivors to continue coverage, or for Entry Level employees to continue coverage post-employment or for periods not in active service, will be limited to self-pay continuation that may be available under federal law.

SECTION II: FLEXIBLE SPENDING ACCOUNT HEALTH REIMBURSEMENT PLAN

- During the life of this Memorandum, the Company will provide annual credits to Health Care Spending Accounts for Entry Level employees in the manner set forth in the Flexible Spending Account Health Reimbursement Plan, Exhibit L.

SECTION III: PENSIONS

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

A. PERSONAL RETIREMENT PLAN (PRP):

- The Supplemental Agreement covering The GM Personal Retirement Plan for Hourly-Rate Employees in the United States (PRP), Exhibit

K to the 2011 UAW-GM National Agreement provides Pension benefits for Entry Level employees hired prior to the effective date of the agreement.

- Entry Level employees subsequently transferred to a traditional job will remain in the Personal Retirement Plan.

B. FREEZING AND TERMINATION OF THE PERSONAL RETIREMENT PLAN (PRP) AND TRANSFER OF PRP ACCOUNT BALANCES--

- Effective January 2, 2012, the PRP will be frozen such that on and after that date there shall be no additional accruals of Pay Credits. Participants shall continue to earn Interest Credits on their accounts thereafter until the PRP is terminated.
- The PRP will be terminated effective June 30, 2012, or as soon thereafter as is reasonably practicable. Upon the termination of the PRP, each participant will be given the option to either receive a single lump sum distribution or an annuity, or to roll over their account balance to the GM Personal Savings Plan.

SECTION IV: PERSONAL SAVINGS PLAN (PSP)

Except as specifically modified herein, all benefits shall be governed by the provisions of the Personal Savings Plan (PSP).

A. GM RETIREMENT CONTRIBUTIONS

- For Entry Level employees hired prior to the contract effective date, the Company will contribute an amount equal to 6.4% of the employee's eligible weekly earnings (straight time pay up to 40 hours per week) to the Personal Savings Plan on and after the effective date of the agreement.
- For Entry Level employees and all skilled trades new hires hired on or after the effective date of the agreement, the Company will contribute an amount equal to 4% of the employee's eligible weekly earnings (straight time pay up to 40 hours per week) to the Personal Savings Plan.
- Three years vesting service for retirement contributions and related earnings.

- Contributions will not be available for participant loans and withdrawals until separation from GM.

B. PERSONAL RETIREMENT PLAN ROLLOVER OPTIONS TO THE PSP

- The PSP will accept the rollover of the accrued benefit balances, if elected, under the General Motors Personal Retirement Plan for Hourly-Rate Employees in the United States as reflected in Section III, B.
- Account balances rolled over will have the same distribution options as were available under the Personal Retirement Plan.

C. \$1.00 PER COMPENSATED HOUR CONTRIBUTION

Entry Level employees will receive a Company contribution equal to \$1.00 per compensated hour (straight time hours up to 40 hours per week).

SECTION V: LIFE AND DISABILITY BENEFITS PROGRAM

A. LIFE INSURANCE BENEFITS

Eligibility

- Entry Level employees shall be eligible for Basic Life Insurance and Extra Accident Insurance on the first day of employment with the Company.
- Basic Life Insurance
 - For active Entry Level employees, the Company shall provide Basic Life Insurance coverage in the amount of \$45,000.
- Extra Accident Insurance
 - The Company will provide Extra Accident in the amount of \$22,500.
- Continuation of Company Provided Life Insurance Post Employment for Entry Level employees
 - An insured Entry Level employee with 10 or more years of seniority and at least age 55 at the time of separation from employment with the Company, will be eligible for continuation of Basic Life Insurance coverage in the amount of \$15,000 and Extra Accident Insurance coverage in the amount of \$7,500.

B. WORK RELATED DEATH BENEFIT:

The work related death benefit coverage will be based on the amount of Extra Accident Insurance then in force for Entry Level employees of \$22,500.

C. SICKNESS AND ACCIDENT (S&A) BENEFITS:

- Eligibility:
 - Sickness and Accident Benefits and Extended Disability Benefits coverage for Entry Level employees under the Life and Disability Benefits Program will apply on the day after the 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 (EDB):

- Duration:
 - 1 year seniority but less than 3 years seniority – 13 weeks.
 - 3 years seniority but less than 5 years – 26 weeks
 - 5 years seniority but less than 10 years – time for time
 - 10 or more years seniority – maximum 10 years or age 65 whichever comes first

 - At the end of the month in which the maximum EDB amount is payable, the employee's coverage for health care will cease. Life insurance post employment rules will apply.

SECTION VI: SUPPLEMENTAL UNEMPLOYMENT BENEFIT PLAN (SUB)

- Based on 2011 Plan provisions.

SECTION VII: PROFIT SHARING PLAN

- Based on 2011 Plan provisions.

SECTION VIII: DEPENDENT CARE REIMBURSEMENT PLAN

- Based on 2011 Plan provisions.

SECTION IX: LEGAL SERVICES PLAN

- This plan is eliminated for all current and future Entry Level employees as of December 31, 2013. Any cases received by December 31, 2013, will be processed. Upon completion of the cases received by December 31, 2013, the Plan will be terminated.

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	
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 at 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.

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).~~

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:~~

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:~~

~~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.~~

NEW

**MEMORANDUM OF UNDERSTANDING
RE: FUTURE WORK OPPORTUNITY**

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

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

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

Given the importance of this initiative to both the Company and the Union, the parties agree that the final evaluation of the specific work identified by the joint work teams will be monitored and tracked toward implementation at the targeted plants by the National Jobs Committee as part of its responsibilities under Appendix K of this Agreement.

Future Opportunities

During the term of the 2011 Agreement, the parties will continue to jointly identify and evaluate opportunities to grow employment on a competitive basis, utilizing

DATE INITIALED: SEP 14 2011

INITIALED BY PARTIES: BR MA

the processes described in Appendices K and L to this Agreement.

For the International
Union, UAW:

For General Motors LLC:

NEW

NOT TO BE PUBLISHED

**MEMORANDUM OF UNDERSTANDING
RE: U.S.-UAW JOB COMMITMENTS**

Throughout the period leading up 2011 Negotiations as well as during those negotiations, the parties discussed at length the concepts and processes by which a significant number of manufacturing jobs could be brought to GM-UAW locations. The foundation for these discussions was set in the 2009 Addendum Agreement at which time the parties reached an unprecedented agreement by which the manufacturing of small vehicles – now known as the Chevrolet Sonic and Buick Verano – was brought to the United States at the Orion Plant (1600 jobs) and is supported by stamped parts produced at Pontiac Metal Center (235 jobs), two (2) plants previously designated as stand-by facilities.

Building on that foundation, the Company has continued to make investment in and allocate product to its UAW represented facilities:

- Announced in August 2009 (1050 jobs created or retained)
 - Lordstown – Addition of shift
- Announced in September 2009 (2400 jobs created or retained)
 - Fairfax – Addition of shift to accommodate Malibu production
 - Fort Wayne – Addition of shift to accommodate Heavy Duty Pick Up production
 - Lansing Delta Township – Addition of shift to accommodate Traverse production
- Announced in February 2010 (1765 jobs created or retained, \$984M investment)
 - Lordstown – Cruze production awarded
 - Tonawanda - Ecotec Engine production

DATE INITIALED: SEP 16 2011

INITIALED BY PARTIES: BR [Signature]

- Bay City – Connecting Rod assembly for Ecotec
- Defiance – Precision Sand engine block casting
- Announced in April 2010 (1325 jobs created or retained, \$915M investment)
 - Tonawanda – Small Block Engine assembly
 - Bay City – Component assembly for Small Block
 - Bedford – Castings for Small Block
 - Defiance – Castings for Small Block
 - Warren – Demand increase for 6 Speed Transmissions to support Equinox and Terrain sales
- Announced in September 2010 (483 jobs created or retained, \$483M investment)
 - Spring Hill Engine – Ecotec Engine assembly
- Announced in October 2010 (600 jobs created or retained, \$190M investment)
 - Lansing Grand River – Addition of shift as a result of award of a new Cadillac model
- Announced in November 2010 – (184 jobs created or retained, \$163M investment)
 - Flint Engine – 1.4L Engine Assembly
 - Bay City – Component assembly for 1.4L engine
 - Defiance – Castings for 1.4L engine
- Announced in March 2011 (290 jobs created or retained, \$30M investment)
 - Pontiac Stamping – Press refurbishment and new press purchases
- Announced May 2011 (3200 jobs created or retained, \$990M investment)
 - Bowling Green – Next Generation Corvette assembly
 - Toledo – 8 Speed Transmission assembly
 - Flint Engine – Additional module of 1.4L Engine

- Bay City – Additional module of 1.4L engine components
- Detroit Hamtramck – Increased Volt volume and Next Generation Impala, Malibu assembly. Additional two shifts.
- Arlington – Next Generation Full Size Utility assembly
- Lansing Grand River – Equipment and tooling for new model
- Announced June 2011 (307 jobs created or retained, \$181M investment)
 - Bedford – Machinery, equipment and tooling for transmission castings
 - Defiance – Equipment and tooling for Ecotec Engine castings
 - Fairfax – Addition of future technology capability
 - Tonawanda – Additional Ecotec Engine assembly capacity
 - SMCO – Export of castings to China
- Announced July 2011 – (150 jobs created or retained, \$441M investment)
 - Toledo – Equipment upgrades to 6 Speed Transmission
 - Bedford – Upgrades to 6 Speed Transmission castings
 - Flint Assembly – Assembly of Next Generation Full Size Pick Ups
- Announcement Pending – (150 jobs created or retained, \$230M investment)
 - Fort Wayne – Assembly of Next Generation Full Size Pick Ups

These announcements, all made since emerging from the bankruptcy proceedings in 2009, total to approximately \$4.6 billion of investment in GM-UAW facilities, creating or retaining in excess of 13,600 jobs. Also during this period, the Company committed sizeable investment to electrification activities, which secured additional UAW-represented jobs at GM-related sites not covered by the National Agreement (210 jobs, \$280M investment).

The discussions during these negotiations relative to GM's ongoing commitment to investing in GM-UAW

jobs demonstrated both Parties' interest in continuing these pursuits when they can be accomplished competitively and profitably. As a result of these discussions, the following additional product commitments have been made. The work shown will in each case begin during the life of the 2011 Agreement. The total impact of these new commitments is estimated at close to 5000 jobs and \$2.0 billion investment.

- Spring Hill Assembly Flex Operation – Mid Size vehicle. 600 jobs created and \$61M investment
- Spring Hill Assembly – Mid Size vehicle. 1100 jobs created, \$358M investment.
- Wentzville – Added shift for Full Size Van. Mid Size Pick Up .1850 jobs created, \$380M investment
- Warren – New transmission program – 360 jobs created, \$325M investment
- Romulus – New engine program. 285 jobs created and \$385M investment
- SMCO – Castings for next generation engine program. 255 jobs created, \$215M investment
- US Plant TBD – Compact vehicle. In excess of 500 jobs created, \$150M investment (pending site selection)

Finally, as indication of their ongoing commitment to creation of job opportunities, during these negotiations the Parties convened a number of joint work teams whose purpose was to identify additional work content which could potentially be performed competitively in GM-UAW facilities. These teams examined potential work for Assembly, Stamping, and Powertrain. Additionally, CCA facilities were considered as potential locations for performing some of this work, if space were available in a facility that was within the required broadcast window and such work could be performed competitively. As a result of this effort, a significant number of additional potential opportunities to add GM-UAW jobs were identified. These identified opportunities will continue to undergo evaluation to determine whether they can be done competitively in the targeted GM-UAW facilities. Additional information and guidelines around these opportunities can be found in the Memorandum of Understanding :

Future Work Opportunity which is part of this Agreement. The opportunities to be evaluated are as follows:

- Arlington – Insource VAA work.
- Fairfax – Insource VAA work.
- Flint Assembly – Insource VAA work.
- Fort Wayne – Insource VAA work.
- Lansing Delta Township – Insource interior part sequencing work.
- Lordstown – Insource VAA work.
- Wentzville – Insource VAA work.
- Bedford – Add High Pressure Die casting work.
- Defiance – Additional module of Semi Permanent Mold casting work.
- Flint, Marion and Parma Stamping – Under 30 Inch parts for a high volume car and truck program.
- Parma – Metal subassembly work associated with stampings indicated above.

In total, the joint work teams identified more than 760 additional jobs which have the potential to be brought into GM-UAW plants, pending further evaluation.

Approximately 630 future job opportunities were similarly identified in the area of electrification for potential placement in GM or US subsidiaries of General Motors Company, and these will be pursued in the same fashion.

The work team opportunities, including electrification, represent the potential for an additional \$350M of investment.

In total, the new work commitments and potential insourcing activity identified in this document exceed 6300 jobs and represent nearly \$2.5 billion of additional investment by GM in U.S. manufacturing jobs. When added to the commitments previously announced since emerging from bankruptcy, this represents in excess of 20,000 jobs created or retained and approximately \$7B in investment. The parties understand that the expected conditions upon which these commitments were based can change, potentially affecting the product and/or

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

In this regard, the Parties have also committed to continue looking for competitive job growth throughout the life of the 2011 Agreement. Commitments to establishing joint efforts around job creation through insourcing and operational effectiveness are included in Appendices K and L of this Agreement.

For the International
Union, UAW:

For General Motors LLC:

**MEMORANDUM OF UNDERSTANDING
HEALTH AND SAFETY**

The ~~Corporation~~ 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 ~~Corporation~~ 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 ~~Corporation's~~ 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 ~~Corporation~~ 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 ~~Corporation~~ 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

DATE INITIALED: SEP 16 2011
INITIALED BY PARTIES: ER [Signature]

and safety portion of this agreement, providing they do not conflict with Federal or State regulations, or approved programs and/or language set forth in any other portion of the National Agreement. The parties have developed a joint health and safety process that allows for continuous improvement and the resolution of health and safety issues, differences, and misunderstandings. That process provides for the review and expeditious resolution of health and safety issues at various levels including:

- The Local Joint Health and Safety Committees
- Plant Safety Review Boards
- Divisional Safety Review Boards
- The National Joint Committee on Health and Safety
- Manufacturing Managers' ~~Council~~

The parties recognize that Section IV of this Memorandum of Understanding describes a procedure for resolving health and safety issues arising at the plant level. Additionally, the parties agree that health and safety issues that meet any of the following criteria may be resolved in an expeditious manner using the procedure described below if the issue:

- Involves a disagreement about imminent danger
- Would significantly impact the Division or ~~Corporation~~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 Divisional Safety Manager may be contacted to assist in

complaint resolution, provided it meets the above criteria and is reviewed with the Co-chairs of the Divisional Safety Review Board (DSRB).

3. If the issue remains unresolved, the UAW International Representative or the Divisional Safety Manager may refer it to the Co-chairs of the Divisional Safety Review Board (DSRB), provided it meets the criteria listed above. If it does not meet the criteria, it shall be referred back to the special conference as described in Section IV, Paragraph (d), of this Memorandum.
4. Once the issue has been accepted for review at the DSRB, the initiating party will not utilize any other dispute/complaint resolution process or mechanism until after resolution by the DSRB, National Joint Committee on Health and Safety (NJC), or the Manufacturing Managers' Council (MMC), 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 MMC 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 ~~Corporation~~ Company or the International Union wish to cancel or modify the portion of the Memorandum above, it will give a sixty (60) day written notice to the other party, listing the specific reasons for termination or modification of this section of the agreement. Within the sixty days, a mutually satisfactory meeting date will be arranged. If either party terminates the agreement, the parties shall otherwise conduct themselves in accordance with the provisions of this document in effect prior to September 18, 2003. The programs and policies implemented prior to the termination of this agreement shall also remain in effect for the life of the current agreement.

I. The ~~Corporation~~ 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, which 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 Corporation Company~~ and will not be released without the expressed written permission of the ~~Corporation Company~~.

e. Provide competent staff and medical facilities adequate to implement its obligation as outlined in (f) below. In addition, the Corporate Medical Director will continue to provide the guidelines necessary to implement the Voluntary Emergency Medical Response Team.

f. Provide to employees who are exposed to potentially toxic agents or toxic materials, at no cost to them, those medical services, physical examinations and other appropriate tests including audiometric examinations, lung function tests, and appropriate medical surveillance as identified by the National Joint Committee on Health and Safety at a frequency and extent necessary to determine whether the health of such employees is being adversely affected. Also, to provide the specific tests required for employees in jobs with special physical requirements.

Provide to each employee upon request a written report of the results of such examinations or tests which are related to occupational exposure. These results as well as those instances where it is determined that an employee has had a personal exposure exceeding the permissible levels as set forth in 29CFR-1910.1000, Air Contaminants and GM Occupational Exposure Guidelines (OEG), will be reviewed with the employee by the plant medical department prior to their release. Upon the employee's written request, copies of such information will be forwarded to the employee's personal physician. Problems regarding this procedure should be brought to the attention of Management.

In addition, in those instances where a breathing zone air sample is collected the employee will be notified of the results which will be entered on the employee's medical records.

g. Utilize UAW-GM CHR Health and Safety to coordinate requests from Plant Management, the Local Shop Committee, the Local Joint Health and Safety Committee, or the National Joint Committee for plant surveys. Reports generated from such

surveys will be reviewed by the National Joint Committee.

h. Provide access, upon reasonable notice, to all ~~Corporation~~ Company plants and locations to International Union Health and Safety Representatives. Upon request, reports on such surveys will be provided to the ~~Corporation~~ Company.

i. Arrange for UAW-GM CHR Health and Safety to compile OSHA "Summary of Occupational Injuries and Illnesses" as it is now constituted, along with the total employee hours worked and incidence rate for each plant for the comparable period. Such information will be provided to the National Joint Committee.

j. Direct Local Management and Local Joint Health and Safety Committees to provide prompt notification of fatalities, serious accidents or incidents including chemical spills, having potential for serious injuries or illnesses to the National Joint Committee. After making appropriate arrangements, a prompt investigation may be made by a team from UAW-GM CHR Health and Safety in accordance with the "Special Review Board" procedure.

II. The National Joint Committee on Health and Safety has ~~four~~ five (4)(5) representatives of the International Union and ~~four~~ five (4)(5) representatives of the ~~Company~~ corporation. Each party will appoint at least one (1) member who has professional training in industrial hygiene, or 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~~ corporation's safety and health programs and make timely recommendations.

- c. Develop an appropriate training program to be established for Union members of the Local Joint Health and Safety Committee. Annual training programs agreed to by the National Joint Committee will be provided to the Local Joint Health and Safety Committees so that they may perform their functions satisfactorily. In addition, they will receive specialized training appropriate to the operations in their respective units. The National Joint Committee will be provided the opportunity to review, approve and participate in such training or instruction programs.
- d. Develop guidelines for employee training and education.
- e. Review and analyze federal, state or local standards or regulations which affect the health and safety programs within the Company~~Corporation~~.
- f. Review problems concerning serious or unusual situations affecting plant health and safety and make timely recommendations.
- g. Review and analyze the health and safety data for all plants that the ~~Corporation~~ 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 ~~Corporation-Company~~ and the representative(s) appointed by the Director of the Union's General Motors Department. The Union member(s) shall serve an indefinite term. The Union member(s) will receive, without personal cost, adequate and necessary training, to enable the effective performance of assigned functions.

Health and safety functions, at plants where there are no provisions for a Health and Safety Representative, may be performed by the Chairperson of the Shop Committee in addition to the other functions of a Committeeperson.

Local Joint Health and Safety Committees that have members on different shifts in accordance with Document 46 may have such members attend mutually agreed upon meetings. The Local Parties will allow the alternates for such members to handle current Health and Safety issues arising during the absence caused by the regular member's attendance at such meetings.

In the event that a Local Union Health and Safety Representative is absent for one day or more, including attendance at the annual joint training conference, such representative will be replaced by an employee who has been designated as the alternate by the International Union. As soon as practical following the effective date of this Agreement, the Vice President and Director of the General Motors Department of the International Union shall provide to the ~~Corporation-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