

MEMORANDUM OF UNDERSTANDING
RE: MODIFICATION OF THE AGREEMENTS BETWEEN GENERAL MOTORS
COMPONENTS HOLDING GRAND RAPIDS AND THE INTERNATIONAL UNION,
UAW TO INCORPORATE TERMS OF THE 2007 UAW-GM NATIONAL
AGREEMENT AND THE 2009 ADDENDUM TO THE 2007 UAW-GM NATIONAL
AGREEMENT

March 17, 2010

This MOU identifies changes to the collective bargaining agreements ("Agreements") covering hourly employees at GMCH's Grand Rapids plant.

The International Union, UAW and General Motors Components Holding (GMCH) have discussed the necessity to enhance the long term competitiveness of the four (4) sites that GMCH purchased as result of the Delphi bankruptcy proceedings. The following contractual modifications identified in this MOU are consistent with those outlined in the UAW's Agreement with General Motors in the Memorandum of Understanding Regarding Delphi Keep Sites dated May 16, 2009.

The national parties have agreed that the local parties at the former Delphi sites, hereinafter referred to as GMCH, will negotiate modifications to the Agreements covering GMCH employees so that the terms and conditions of the 2007 UAW-GM National Agreement and the 2009 Addendum to the 2007 UAW-GM National Agreement (2009 Addendum) will be applied to the collective bargaining agreements assumed by GMCH Grand Rapids. The provisions of this MOU, incorporating the terms of the 2007 UAW-GM National Agreement and 2009 Addendum for application to GMCH Grand Rapids agreements with the UAW, as well as modifications to wage and benefit packages, will supersede any conflicting contractual agreements between GMCH and the UAW, unless specified otherwise herein.

The following provisions of the 2007 UAW-GM National Agreement and 2009 Addendum are specifically excluded from the GMCH Grand Rapids-UAW agreements except to the extent specified below:

- The site will not be subject to the 25% hiring limits provided for in the MOU re: Entry Level Wage & Benefit Agreement dated May 17, 2009.
- References to Special GM Attrition Programs do not apply unless implemented by agreement of the National Parties.
- There is no CHR funding obligation with respect to GMCH Grand Rapids employees. All requests for CHR type program participation funding are the responsibility of the local parties at each site, unless the National Parties make exceptions to the contrary.
- Employee Placement provisions as stated in the MOU regarding Job Security and Job Placement dated May 16, 2009 do not apply and there will be no inter-plant transfers in or out by GM or GMCH employees. However, nothing in this agreement amends existing rights of employees to flow back to General Motors LLC sites under the terms of the UAW-Delphi-GM Flowback Agreement, providing rights to return to GM for eligible employees hired on or before October 18, 1999 or the MOU regarding UAW Delphi employees hired after October 18, 1999 and before October 6, 2003 (extended to October 10, 2005 during 2007 National Agreement bargaining) providing rights to return to GM for eligible employees hired between 10/19/99 and 10/7/05. In the event of a permanent layoff at the GMCH Grand Rapids site, the parties will meet to discuss opportunities to place laid-off employees at GM plants.
- The product commitments made relative to GMCH Grand Rapids in Attachment A of the 2007 UAW-GM-Delphi MOU Delphi Restructuring and any changes made to that in Attachment-A-1 of the 2009 Addendum are re-affirmed in this MOU.
- Nothing in this MOU will change any of the terms of the 1999 Benefit Guarantee that are still applicable.

- Work Force Transition (Severance Payments) as outlined in the 2007 UAW-GM-DELPHI MOU, Delphi Restructuring will be continued. Active employees as of Dec. 31, 2009 who are permanently laid off prior to September 14, 2015 are eligible for a lump sum payment capped at \$40,000, in lieu of continuing Supplemental Unemployment Benefits. Affected employees must sign a participation release of claims form in order to receive such payment. The parties agree that employees who are separated pursuant to this provision will sever all ties with GM and its subsidiaries, except for any vested pension benefits, if any.

With respect to all current and future non-temporary employees at the GMCH Grand Rapids site, the parties agree, additionally, as follows:

- All employees with seniority as of Dec. 31, 2009 are considered "entry level" and are subject to the entry level provisions, except as delineated below:
 - Wage rates for current production bargaining unit employees will remain frozen at Dec. 31, 2009 levels through the term of the 2011 UAW-GM National Agreement.
 - Wage rates for current skilled trades bargaining unit employees will immediately be reduced from the Dec. 31, 2009 level by \$3.00 per hour, and reduced \$.50 per hour each six months thereafter, until a cumulative \$5.00 per hour reduction has been met. Thereafter, the rate will be frozen through the term of 2011 UAW-GM National Agreement.
 - Performance bonus payments will be discontinued through the term of the 2011 UAW-GM National Agreement
 - All employees with seniority as of March 31, 2010, will be awarded a \$1000.00 "Keep Site Transition Bonus" to be paid in the second pay period following the effective date of this agreement. The parties agree that this is an extra payment and will not be included in the regular rate as defined by the Fair Labor Standards Act.

A. Employees newly hired after March 1, 2010 will be compensated in accordance with the following:

1. Production (Maximum Rates)

Category	Hire Date	Year 1	Year 2	Year 3	Year 4
A	\$14.50	\$15.00	\$15.50	\$16.00	\$16.50
B	\$13.50	\$14.00	\$14.50	\$15.00	\$15.50
C	\$12.00	\$12.50	\$13.00	\$13.50	\$14.00

2. Skilled Trades (Maximum Rates)

Category	3/1/2010
Electrician	\$24.50
Millwright	\$24.50
Machine Repair	\$24.50
Pipefitter	\$24.50
Tool Maker	\$24.50
Power House Operator	\$24.50

- New Journeypersons will be employed initially at eighty-five percent (85%) of the maximum rate listed above and will progress to the maximum rate in increments of 5% every 26 weeks in a manner consistent with the provisions of Paragraph 98 of the 2007 UAW-GM National Agreement.
- In the event new apprentices are indentured they shall be paid in accordance with the principles contained in the applicable provisions of the 2007 UAW-GM National Agreement and the 2009 Addendum thereto and the new hire rates and progression as contained in this document. The maximum rate for newly placed apprentices shall be \$19.50 per hour. Upon completion of the apprenticeship the pay rate will transition to the maximum skilled trades rate noted above for newly hired employees.

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

The parties agree that the GMCH Grand Rapids site will continue to have the opportunity to competitively bid on future GM product programs.

The parties specifically discussed and agreed that in addition to the wage schedule noted above, modified benefit plans are incorporated into this memorandum as Attachment A, B and C for existing employees (choice of one of the three) and Attachment D for yet to be hired employees. In the event the National Parties develop a mutually agreeable substitute for the health care plans specified, such agreed upon plans may replace exhibits A-D

This agreement becomes effective upon ratification and will continue through the term of the 2011 UAW-GM National Agreement, anticipated to expire Sept. 14, 2015.

UNITED AUTOMOBILE, AEROSPACE
AND AGRICULTURAL IMPLEMENT
WORKERS OF AMERICA

Grand Rapids Operations
General Motors Components Holding

Local 167

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

By: _____

Date: _____

Date: _____

GENERAL MOTORS DEPARTMENT
INTERNATIONAL UNION, UAW

GENERAL MOTORS COMPANY

By: _____

By: _____

By: _____

By: _____

Date: _____

Date: _____

Attachment A

Entry Level Health Care Benefits with employee paid Monthly Contributions

Monthly Contribution Amounts		
	Medical	Dental
Single	\$ 115	\$ 10
2 Party	\$ 230	\$ 20
Family	\$ 345	\$ 30

Total Care Network for Entry Level Employees

Medical Plan	Single	Two Party / Family
Monthly Contribution	\$115	\$230 / \$345
Deductible	\$300 In Network \$1,200 Out of Network	\$600 In Network \$2,100 Out of Network
Co-insurance	10% In Network 35% Out of Network	10% In Network 35% Out of Network
Out of Pocket Maximum	\$1,000 In Network No Maximum Out of Network	\$2,000 In Network No Maximum Out of Network
Office Visits (Out of Network Not Covered)	In Network Only. \$25 Co-pay per visit, up to 5 visits per family. 100% Co-pay thereafter.	In Network Only. \$25 Co-pay per visit, up to 5 visits per family. 100% Co-pay thereafter.
Emergency Room Co-pay	\$0	\$0
Prescription Drug Co-pays (Retail and Mail Order)	\$7.50 Generic \$15 Preferred \$15 Non-preferred*	\$7.50 Generic \$15 Preferred \$15 Non-preferred*
Dental Plan (when eligible)	\$10	\$20 / \$30

* To include ED drugs

Health Reimbursement Account

Benefit	Options	Costs	Enrolling	Other Information
Health Reimbursement Account (HRA)	GM puts money aside for you to help pay your eligible health care expenses.	GM provides \$300 single/\$600 two-party or family for each Entry Level enrollee per year for qualified medical expenses.	You automatically receive this benefit when you enroll in medical coverage.	Information on this benefit will be mailed to your home from Bank of America, the HRA administrator.