

NEW

(NOT TO BE PUBLISHED)

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

**SUBJECT: GLOBAL-DESIGN FOR HEALTH
AND SAFETY**

General Motors reaffirms its commitment to the National Agreement, Section XVI New Technology Specifications for Health and Safety. The Company recognizes the importance of the Union's involvement in identifying health and safety issues in the product development and transformation process. The joint design-in-safety team established by the NJC will continue to serve as a technical resource to work with the engineering group to assure that UAW-GM health and safety program requirements are jointly considered in the development of the common design specifications (G-DHS). Additionally, this joint team will review and address health and safety issues, and any training concerns identified will be resolved by the NJC.

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

SUBJECT: IH EQUIPMENT

The parties agree that the basic tool kit needed to perform the Industrial Hygiene Air Sampling Plan and Sound Survey, in accordance with Document 7, MOU Health and Safety, Section I and XIII, will be provided consistent with past practices and will include the following:

- a. (1) VOC Monitor: PID
- b. (1) Aerosol Monitor: TSI Dustrak aerosol monitor
- c. Air Sampling Pumps: (5) MSA pumps with charger, including (5) Gemini Twin Port accessories or equivalent SKC pump array
- d. (1) Calibrator for air sampling pumps
- e. (1) Noise Meter/Dosimeter: Quest Noise Pro/Quest Suite Professional Kit or equivalent
- f. (1) Velocity meter: TSI VelociCalc air velocity meter; all velocity meters will be equipped with a pitot tube
- g. (1) Smoke tube kit
- h. Computer with capabilities that enable Industrial Hygiene Technician – Joint Ergonomic Technician (IHT-JET) to perform their duties (1 per IHT-JET)
- i. (1) All in one printer (If network resources are not available)

GM facilities without an Air Sampling Plan (e.g. CCA, Engineering Centers) can obtain equipment, when needed, from the Industrial Hygienist assigned to their location.

In addition, the IH Subcommittee, established by the NJC, will investigate needs for the following:

- Side-pak particle counter for use in personal air sampling of metal removal fluids and other aerosol contaminants

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- Hydrogen sulfide monitor capable of reading 1 part per million with a resolution of 0.1 ppm for use in confined space entry procedures
- Sampling equipment needed to measure isocyanate compounds according to HSE 25-3
- Cyclone and orifice adapter to conduct particle sampling in ranges of particle size

X-ray fluorescence hand held samplers for lead will be made available to all locations in a timely manner.

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

SUBJECT: IH PROGRAM RESEARCH

During these negotiations the parties agreed that a study of re-circulated air in machining and assembly plants may be beneficial. The request for proposal for such a study will be initiated by the IH Subcommittee of the National Joint Committee (NJC) for Health and Safety, and reviewed by the NJC within 90 days of ratification. If agreed upon, the proposal will be forwarded to the Executive Board – Joint Activities.

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NEW

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

**SUBJECT: NATIONAL LEADERSHIP SAFETY
COUNCIL**

During these negotiations, the parties discussed the need to establish a joint leadership council to provide high level guidance and support for the UAW-GM Health and Safety Program.

The joint parties agreed that the NJC will develop a proposal to the Executive Board – Joint Activities to establish a joint National Leadership Safety Council (NLSC). This proposal will include the purpose, membership, and meeting frequency of Council activities. The Executive Board – Joint Activities will review this proposal for implementation.

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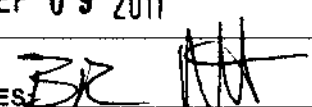
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(NOT TO BE PUBLISHED)

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

SUBJECT: VALIDATIONS

The parties agree to work jointly to modify the current validation process for "Safety Control System / Monitored Power Systems" with specific accountability based on the requirements set forth in the current Global-Design for Health and Safety Specification (G-DHS) documents to be used as a baseline for the revised validation support process. This revised process will define all deliverables and communication requirements for validators as agreed to by the NJC, and be presented to the NJC within 90 days after ratification of the contract.

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NEW

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**EXCERPTS FROM THE MINUTES
OF SOURCING SUBCOMMITTEE
SUBJECT: INSOURCING COMMITMENTS –
LANSING GRAND RIVER**

In the 2007 UAW-GM National Agreement, the Corporation committed to insource 121 jobs into the Lansing Grand River plant. With regard to that commitment, the Company acknowledged that it was not fulfilled.

With respect to the Lansing Grand River plant, it was noted that the plant is currently engaged in activity that is expected to result in the insourcing of a number of jobs associated with LMS sequencing work in the near future. Further, it is estimated that work content increases in the next generation products will bring additional new direct labor jobs to the plant when those begin. These events are expected to create approximately 32 new jobs when implemented. In light of the 89 job shortfall to the 121 job commitment, the Company assured the Union it will continue to pursue the remaining work opportunities for that location during the term of the 2011 Agreement.

NEW

(NOT TO BE PUBLISHED)

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

SUBJECT: Launch Training

During the current negotiations the Union expressed concerns regarding its involvement in launch training. The Union's concerns centered around the timing of launch training and certain resources. Additionally it was raised that the Company should increase their focus on the jointly developed UAW-GM Launch Training Process.

The Company continues to endorse the UAW-GM Launch Training Process and its 5 major elements summarized as:

- Utilization of the UAW-GM Launch Training Process
- Engagement of Joint Plant Leadership
- Development of a Launch Training Plan
- Implementation and execution of the Launch Training Plan
- Summarization and wrap-up to assess and distribute Lessons Learned

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

Both parties have also committed to advocate the utilization of available tools, resources, and to staff key positions as necessary.

Additionally, the National Parties reaffirmed the importance of establishing agreed upon joint review meetings with the appropriate Divisional Personnel and/or Training Directors, and periodic meetings with the Manufacturing Managers to discuss launch training status.

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

SUBJECT: Regional and National PEL

During the current negotiations the parties discussed several matters regarding the Regional and National PEL Programs. The discussions centered on the need to keep materials up-to-date and relevant to the challenges facing both the Company and UAW-represented GM employees, and the feasibility of a National PEL Program.

With respect to the Regional PEL Program, it was agreed that materials would be updated as required by the National Program Administrators located at the UAW-GM Center for Human Resources. The parties agreed that six (6) Regional PEL sessions per year would continue to be supported per the PEL administrative guidelines approved by the UAW-GM CHR Joint Activities Board of Directors.

The number of participants from each plant will be determined on a case-by-case basis by the Key Four.

Costs associated with the Regional PEL Program are an appropriate expenditure of National and/or Local Joint Training Funds, as directed by the National Parties.

Regarding the National PEL Program, the UAW-GM CHR Joint Activities Board of Directors agreed to make the National PEL Program an agenda item for consideration at UAW-GM CHR Joint Activities Board of Director's meetings during the life of this agreement.

NEW

(NOT TO BE PUBLISHED)

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

SUBJECT: EDUCATIONAL MISSION

During the 2011 negotiations, the parties discussed the educational mission of the UAW-GM Center for Human Resources (CHR) and ways to maximize the use of the CHR educational facilities. The Union expressed particular interest in expanding access to the CHR joint education and training classes to UAW-represented workers from other workforces.

As a result of these discussions, it was mutually agreed that where appropriate, open space permitting, UAW-represented workers from non-GM workplaces may apply to attend UAW-GM CHR joint training classes at a cost as determined and approved by the National Joint Skill Development and Training Committee.

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

SUBJECT: Training Development Planning

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

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

The Company will also be responsible for deployment, maintenance and support of TPAS.

It is understood that the parties will provide joint input into GM's LMS that will be used to provide TPAS functionality and support for TDPP.

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

SUBJECT: Training Programs

During the current negotiations the parties discussed the UAW-GM Center for Human Resources (CHR) role in coordinating ongoing communication with the appropriate parties to ensure that training programs are continuously updated to reflect the needs of the local plants. Additionally, the Union raised concerns relative to the availability of UAW-GM employees to attend jointly identified plant training courses. As a result of these discussions, it was mutually agreed that to serve the needs of the UAW-GM members and the Company, the National Joint Skill Development and Training Committee will convene meetings to:

- Ensure the Union is fully involved in all phases of training including launch when UAW represented employees will be impacted.
- Monitor results of the Training Development Planning Process Reviews.
- Review Training courses currently used for the professional development of Doc. No. 46 representatives.
- Review all CHR Courses used by the UAW-GM membership to evaluate the effectiveness of technology, objectives, and materials used in these courses.
- Review and evaluate support requirements from the technical training community.
- Evaluate feasibility of providing Train-the Trainer (T-3) training at the CHR for certain technologies.

In order to provide for meaningful discussions, these meetings will include joint representation from the plants, the CHR and Group/Divisional training activities. It is understood that recommendations resulting from these meetings will be presented to the National Joint Skill Development and Training Committee for their review and action.

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Additionally, the National Parties reaffirmed the importance of maintaining the agreed upon joint training review meetings with the Group/Divisional LR Directors and/or Training Directors, and periodic meetings with the Manufacturing Managers to discuss joint training programs.

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

SUBJECT: EAP

During the current negotiations the parties discussed several matters regarding the successful EAP Program. The discussions centered around Work/Family Representatives having appropriate office equipment, the ability to obtain Continuing Education Units (CEU's), Work/Family Program awareness training, temporary Work/Family Representative support, and SPEC reviews.

As a result of those discussions, it was agreed that UAW Document 46 Work/Family Representatives would be provided appropriate office equipment as outlined in the SPEC Program Standards Manual. The cost of such equipment will be an appropriate expenditure of Local Joint Funds.

It was further agreed that following negotiations, the National Work/Family parties will investigate and develop a plan to offer CEU designation for certain training approved by the parties. Expenses relative to the plan will be an appropriate expenditure of National Joint Funds.

The parties agreed that Work/Family Program awareness training should be provided to the workforce. To this end, the parties agreed that the National Parties will provide the Local Parties with Work/Family awareness training and materials for use as directed by the Key Four. Additionally, the National Parties will utilize the Joint Activities System (JAS) and other methods as appropriate.

Further, the National Parties discussed situations in which a Work/Family Representative may need temporary support in handling Work/Family duties. To this end, the parties agreed that at the discretion of the Key Four, a current Document 46, or current locally or nationally appointed representative, may temporarily

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perform Work/Family duties as deemed necessary by the local parties. Basic training for this designee will be provided by the National Parties. Costs for training are an appropriate expense of National and/or Local Joint Funds.

SPEC reviews will be scheduled and conducted at mutually agreed upon times. Problems encountered with scheduling and conducting SPEC reviews may be brought to the attention of the National Program Administrators for investigation and resolution.

Costs associated with all of the above are an appropriate expenditure of National and/or Local Joint Training Funds.

NEW

(NOT TO BE PUBLISHED)

**EXCERPTS FROM THE MINUTES
OF JOINT PROGRAMS/EQUAL APPLICATION
COMMITTEES SUBCOMMITTEE**

SUBJECT: Equal Application Committees

During the current negotiations, GM and the UAW reaffirmed their commitment to effectuate a workplace free of sexual harassment and discrimination because of age, race, color, sex, religion, national origin, disability, sexual orientation, or gender identity/expression.

Recognizing the importance that awareness of these issues has on ensuring a workplace free of harassment and discrimination, it was agreed that the National Parties will provide the Local Parties with training and materials in topics such as anti-harassment, workplace bullying, and diversity. Additionally, we will utilize the Joint Activities System (JAS) where appropriate, to disseminate educational information and other communications on the subjects.

The Key Four will assure that awareness training is available to the workforce and leadership. Any concern regarding the administration of this understanding should be brought to the attention of the UAW-GM Assistant Directors responsible for the Diversity Program.

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

SUBJECT: PRE/POST-RETIREMENT

During the current negotiations, the parties discussed several matters regarding the successful Pre/Post-Retirement Program. The discussions centered around the adequacy of facilities used for program preparation and the payment of UAW-represented employees for all time spent in the preparation and delivery of all Pre/Post Retirement training classes, facilitator training activities, conferences, etc. during and after working hours. Also, the Union and the Company discussed the possible role the internet might play in delivering information to UAW-represented GM employees and their spouses.

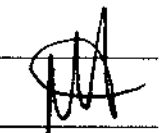
As a result of these discussions, it was agreed that in situations where, at the direction of the Local Joint Activities Committee, individuals are assigned to conduct Pre/Post-Retirement training programs, trainer wages are an appropriate expenditure from Local Joint Funds consistent with UAW-GM Center for Human Resources (CHR) Funding Guidelines. Such individuals will be provided training on an as needed basis. Additionally, the joint parties at the CHR will work with the Local Joint Activities Committee to resolve matters brought to their attention regarding facilities.

It was further agreed that Pre/Post-Retirement information will be included in the CHR-developed new hire orientation materials. The Pre/Post-Retirement Participants Handbook, Facilitators Manual, training and support materials will be jointly updated, and on an as needed basis, by the Pre/Post-Retirement Program Administrators at the UAW-GM Center for Human Resources. Additionally, the Pre/Post-Retirement materials will continue to be made available via the internet and CHR website.

Problems encountered in scheduling or facilitating pre/post-retirement sessions should be raised with the

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Pre/Post-Retirement Program Administrators at the UAW-GM Center for Human Resources for joint investigation and resolution.

Additionally, costs associated with the above are an appropriate expenditure of National Joint Funds and/or Local Joint Funds.

NEW

(NOT TO BE PUBLISHED)

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

**SUBJECT: MAILING OF PAY STUBS AND PAY
CARD DISTRIBUTION**

During the 2011 negotiations, the parties discussed the current practice of mailing pay stubs to employees, as well as the cost to the Company associated with doing so. The parties acknowledge that in today's environment employees have the ability to electronically access their financial data in a secure and convenient manner. As a result of these discussions, the parties have agreed to amend the current process.

Payroll earnings and deduction information will be available on-line to all employees and, therefore, pay stubs will no longer be mailed. The Company will ensure that all employees are provided access and instruction on how to retrieve their on-line pay data. In addition, employees who do not provide the necessary information to implement the direct deposit process will be placed on a pay card system. Those employees currently enrolled in direct deposit will have the option of participating in the pay card distribution system. Implementation of the pay card system and the elimination of mailing pay stubs will commence in the Fall of 2012.

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(NOT TO BE PUBLISHED)

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

SUBJECT: MILITARY LEAVES

During these negotiations the parties discussed situations wherein employees on Leave of Absence for Military Service pursuant to Paragraphs (112) and (218a) of the GM/UAW National Agreement, or those subject to the special provisions for reservists called to Special Active Duty in Armed Forces as a result of the Incidents Occurring on September 11, 2001, could be disadvantaged for in-plant transfer or promotional opportunities due to their absence from the work force while on active duty.

The parties share a mutual respect and concern for the members and employees who serve in our country's military while continuing to work for the Company. As such, the local parties are encouraged to establish procedures to ensure an employee who returns to work from a Leave of Absence for Military Service is not disadvantaged for in-plant or promotional transfers the employee may or could have applied for had they not been on such leave of absence.

The National Parties recognize that any local procedures established to address these unique situations could result in the displacement of another employee in the impacted work group.

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NEW

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

**SUBJECT: NON STRATEGIC WORK
FUNCTIONS**

In keeping with the spirit and intent of the 2007 "Advanced Discussion Procedure - Paragraph 183(d) National Agreement" Management agreed that the International Union, with the assistance of the GM Skilled Trades Department, will be afforded the opportunity to provide a competitive proposal to be considered for the work associated with Document #159. This will be accomplished through the established Worldwide Purchasing process and will include other potential service providers.

Furthermore, the International Union will be able to identify other expiring contracts that present a reasonable opportunity for development of a competitive bid. When the National Parties agree that a reasonable potential exists, the International Union will be afforded the opportunity to provide a competitive proposal for the work through the aforementioned Worldwide Purchasing process. It is not the intent of the International Union to create an undue number of requests in this regard that would create an untenable burden on the existing resources of the Union or Company.

It is not Management's intent to create artificial barriers to opportunities where an initial assessment determines that a reasonable chance of creating a competitive proposal exists.

The results of this initiative will be reviewed with the Vice President of the UAW and Vice President of Labor Relations for GM, as requested.

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**EXCERPTS FROM THE MINUTES
OF QUALITY NETWORK SUBCOMMITTEE**

SUBJECT: Annual Quality Network Budget

During these negotiations, Management informed the Union of its intent to remain consistent with the provisions of Document 40 regarding the QN budget.

Management's business planning process will include the necessity for providing employees with the appropriate training, methods and systems, materials, and equipment in an appropriate environment based on the Quality Network Beliefs and Values to perform their work.

The Union will be given an opportunity to provide input into the annual Quality Network budget so that joint projects are identified for consideration within Management's Business Planning Process.

Also, in conjunction with the annual budget planning process and the thorough joint review of potential projects, the parties will determine the appropriate funding source. Budget status of joint projects funded by GM will be jointly reviewed quarterly.

Accordingly, it is understood that funding requests will be made in accordance with the established processes for both joint funding and Management budgets. When determined appropriate by the joint parties, National Joint Funds will be requested in accordance with the Memorandum of Understanding-Joint Activities.

Issues related to the above may be referred to the Co-Directors of the UAW-GM Leadership Quality Council Support Staff for resolution. Any unresolved concerns may be forwarded to the Co-Chairs of the UAW-GM Leadership Quality Council.

NEW

(NOT TO BE PUBLISHED)

**EXCERPTS FROM THE MINUTES
OF QUALITY NETWORK SUBCOMMITTEE**

**SUBJECT: Internal Communication/Quality
Network**

During these negotiations, the parties discussed at length the subject of management's Internal Communications Improvement Process. It is recognized by the parties that management has a fundamental responsibility to communicate business-related information to employees on a regular basis and, as such, has assigned Communication Managers with responsibility for all GMNA locations to assist in this responsibility. Management acknowledged the past history of the union's support of these communications efforts and expressed the desirability of continuing that relationship. Accordingly, management will continue to invite the union's cooperation and collaboration in communicating information to employees.

The brand image of the UAW and GM is important to our success. We recognize the constant need for better communications with our employees at all UAW represented GM facilities. The joint direction to our membership should be a priority, enabling all employees to project a positive image of the UAW and GM to the public.

It is recognized that UAW-represented Communications Coordinators assigned plant communication responsibilities are a critical resource to the Communications Managers. This relationship is essential for effective three-way communication.

Further, it is recognized, that using the Quality Network Communication Action Strategy will greatly facilitate all forms of communication to our employees. This includes all social media feeds (i.e. Facebook, Twitter, etc.), using mobile phones (texting) for communication distribution, community event planning, weekly newsletter structure, open house preparation, plant tours, internal closed circuit television system, all internal communications and guidance on how to interact with media. The Quality Council structure provides the forum at all levels of the organization to

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accommodate the union's input to management's communications process.

In addition, the Co-Directors of the UAW-GM Leadership Quality Council Support Staff and the appropriate GMNA Internal Communications organization representatives will meet on a regular basis to discuss additional opportunities for collaboration and input.

The direction should come through the Quality Network department at the Center for Human Resources on how to change perceptions of the UAW and GM and highlight talking points about the UAW-GM good news stories to take back into the community (vehicles, product and services, and charitable contributions, etc.).

NEW

(NOT TO BE PUBLISHED)

**EXCERPTS FROM THE MINUTES
OF QUALITY NETWORK SUBCOMMITTEE**

**SUBJECT: IMPACT OF QUALITY NETWORK
PLANNED MAINTENANCE IN CLOSING THE
COMPETITIVE GAP**

The parties discussed at length the Quality Network Planned Maintenance (QNPM) Action Strategy and acknowledged the major impact this strategy has had in closing the competitive gap in the areas of Safety, People, Quality, Responsiveness, and Cost. This strategy is an integral part of the Total Quality Management System utilized at UAW-GM locations.

The parties acknowledged some key success factors associated with implementing a common Quality Network Planned Maintenance Process are as follows:

- Top joint leadership commitment and involvement
- Broad based involvement from the entire organization
- Roles of the QNPM Action Strategy performed jointly by qualified, trained, and motivated employees
- An appropriate number of local resources assigned to perform the roles and responsibilities as described in the QNPM Implementation Guidelines and commensurate with the size and needs of the organization, to support full implementation, ongoing maintenance of the process, equipment maintenance requirements, and administration of local training related to the QNPM Process.

- All UAW-GM MAXIMO users will have access to data, at the local level, as generated by the Global MAXIMO common system in order to fully perform their QNPM roles.
- Issues related to implementation of the QNPM Action Strategy are resolved by the local joint leadership in a timely manner.
- All issues not resolved by the local joint leadership are forwarded to the Group/Divisional Quality Council for resolution.
- MAXIMO data used as a tool for planning and scheduling maintenance, analyzing machine performance, and adjusting maintenance tasking and frequency.

The parties agreed to review the need for all conferences and symposiums on an annual basis. The leadership team will determine which activities will be supported and request budget to support those activities.

The UAW-GM QNPM team will support current and future MAXIMO versions by participating in advisory councils, user groups and steering committees.

MAXIMO is General Motors Global Computer Maintenance Management System (CMMS). As such, the UAW-GM QNPM activity will support this endeavor as requested.

Further, the parties discussed the importance of MAXIMO for use in support of Quality Network Planned Maintenance. Accordingly it was agreed that it is the responsibility of the joint parties to ensure that MAXIMO data is used responsibly to make sound business decisions regarding allocation of manpower.

In order to effectively gain knowledge from the MAXIMO database, the Quality Network Planned Maintenance process requires accurate and complete data for input into the system. Therefore, it is expected that skilled trades and other assigned employees, will provide such accurate and complete data. In recognition of employee concerns, Management has stated that such information from the MAXIMO database will not be used for disciplinary action,

outsourcing, or subcontracting. It is understood that both parties will have full and complete access to MAXIMO data.

The parties also discussed the importance of a joint MAXIMO support process at the national level. As such, the parties agreed that the process is to include help desk staffing for technical issues, application support for process issues, planning for future versions, and training.

Accordingly, the parties agreed, as stated in Document 40, that institutionalization of the QNPM process at all GM locations must be a high priority for joint leadership at the local and national levels. The parties also agreed that as Management continues to develop and improve strategies and processes that will increase operational effectiveness, these improved strategies will be shared with the Quality Network leadership team for consideration.

In that regard, the parties discussed that representatives of the UAW-GM Leadership Quality Council Support Staff will work together to continuously improve the QNPM process supporting day to day activities such as but not limited to:

- MAXIMO
- PM Training
- Technology Training and Certification
- Spare Parts Needs Analysis

Initial areas of focus will be to:

1. Update and distribute a revised QNPM implementation guide, to include a section on MAXIMO Roles and Responsibilities.
2. Update the criteria for the Phase Award and re-certification process.
3. Detail and administer a process by which Planned Maintenance issues associated with the implementation of GM-GMS are forwarded to the QN-GMS National Joint Committee for discussion and resolution.

NEW

(NOT TO BE PUBLISHED)

**EXCERPTS FROM THE MINUTES
OF QUALITY NETWORK SUBCOMMITTEE**

SUBJECT: Quality Network Publishing

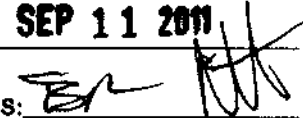
During the 2011 Negotiations, many discussions were held in regards to the equipment for the QN Publishing Department at the UAW-GM CHR. This letter is an addition to the agreement reached between the parties during these negotiations.

Within three (3) months from the date of ratification, a committee will conduct a study of publishing equipment and the funding of said equipment. This study will include looking at the possibility of acquiring additional equipment to replace obsolete and/or broken equipment. This committee will, through the appropriate channels, investigate the feasibility of improving our costs without hindering our members' ability to perform the work necessary in the Publishing Department to support the Quality Network and the UAW-GM Center for Human Resources' needs.

This will be a feasibility study only and its intent is not to eliminate any manpower or change any agreement made by the parties during the 2011 National Negotiations.

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**EXCERPTS FROM THE MINUTES
OF QUALITY NETWORK SUBCOMMITTEE**

SUBJECT: Simulated Work Environment

The Center for Human Resources (CHR) Simulated Work Environment (SWE) simulates a vehicle assembly process, and is a learning laboratory used to demonstrate QN Action Strategies and Beliefs and Values and GM-GMS elements and principles. The Co-Directors of the Quality Network will encourage plants and staffs to use the SWE at the CHR in order to optimize utilization of the facility. The CHR SWE is one of over thirty SWEs that have been deployed globally for several years. All of these SWEs follow a standard template for design, deployment, and steady state training. Like many other SWEs, the Quality Network at the CHR has enhanced its training area by displaying QN visual aids. These posters and placards highlight those QN Action Strategies that are consistent with GMS principles and elements. The parties acknowledged the value of these visual aids and will advise Plant Quality Councils of the process for ordering such materials through the QN web site.

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**EXCERPTS FROM THE MINUTES
OF QUALITY NETWORK SUBCOMMITTEE**

SUBJECT: Quality

During these Negotiations the parties had extensive discussions regarding the Quality Network being jointly administered at all levels of the organization. Management assured the Union that they are full and active partners in this process designed to improve the Company's quality of products and services. Management understands that a commitment to this purpose will advance the interest of the UAW, its members, and the Company.

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**EXCERPTS FROM THE MINUTES
OF QUALITY NETWORK SUBCOMMITTEE**

SUBJECT: QNPM JOINT STUDY TEAM

The parties discussed at length the past contributions and future opportunities for the Quality Network Planned Maintenance (QNPM) Action Strategy. To reinforce the positive brand image of the Quality Network and strengthen the relationship between the UAW-GM Center for Human Resources (CHR) and the plants, it is agreed that within 90 days following ratification of the 2011 National Agreement, a joint study team will be formed. This team will determine how QNPM can further increase its value to the plants, thereby enhancing job security by involving people to reduce manufacturing costs through safety, quality, throughput, responsiveness and environmental improvements. Study team members will be from the CHR, Divisions and Plants.

Topics included in this study will include but not be limited to:

- Capacity Assurance Coordinator function
- Predictive Maintenance Technologies
- Maximo
- Continuous improvement of QNPM to support world class maintenance leadership

The successful conclusion of this study will assure QNPM remains invaluable to the plants today and in the future.

DATE INITIALED: SEP 15 2011

INITIALED BY PARTIES: BR JJ

NEW

(NOT TO BE PUBLISHED)

**EXCERPTS FROM THE MINUTES
OF QUALITY NETWORK SUBCOMMITTEE**

**SUBJECT: QUALITY NETWORK SUGGESTION
PLAN**

During the 2011 Negotiations, many discussions were held in regards to the Quality Network Suggestion Plan. This letter is in addition to the agreement reached between the parties during these negotiations.

Within three (3) months from the date of ratification, a committee will be formed whose responsibility will be to review a web-based computer system to replace GOSTARS.

This committee will, through the appropriate channels, investigate the feasibility and funding of systems to replace the GOSTARS tracking and reporting system with one that allows for online processing, tracking and reporting. Employee accessibility will also be included in the study.

This will be a feasibility study only and its intent is not to eliminate any manpower or change any agreement made by the parties during the 2011 National Negotiations.

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DATE INITIALED: SEP 11 2011
INITIALED BY PARTIES: BR HA

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NEW

(NOT TO BE PUBLISHED)

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

SUBJECT: Record Adjustment

During these negotiations, discussions between the parties have resulted in the following understanding regarding adjustment to Attendance Improvement Steps issued under the terms of the 2007 Special Procedure for Attendance as amended during the 2009 Addendum bargaining.

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

Effective on the second Monday following notice of ratification of the 2011 GM/UAW National Agreement, the last and most recent Attendance Improvement Step issued (excluding Step 6) will be expunged and removed from the employee's record. There is no entitlement to back pay as a result of this record adjustment. Following this adjustment, any future Attendance Improvement Step to be issued will progress from the remaining most recent Attendance Improvement Step remaining on the record, providing the time on record has not been exceeded.

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

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DATE INITIALED: SEP 14 2011

INITIALED BY PARTIES: BR [Signature]

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NEW

(NOT TO BE PUBLISHED)

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

**SUBJECT: SHREVEPORT
DECOMMISSIONING**

During these negotiations, the Union expressed a concern regarding the closing of the Shreveport facility. The current plan calls for production operations to conclude at the end of June 2012. The parties further understand that a feasibility study is currently being conducted that could extend production operations until the end of August 2012.

In this regard the parties discussed an opportunity for certain decommissioning work to be performed by General Motors employees after production operations cease. As result the parties agreed to retain a small team of General Motors employees, who will remain onsite for period not to exceed ninety (90) days following the conclusion of production. It is further understood that the performance of such work will not be subject to any subcontracting obligations.

DATE INITIALED: SEP 15 2011

INITIALED BY PARTIES: BR JZ

NEW

(NOT TO BE PUBLISHED)

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

**SUBJECT: SKILLED TRADES PILOT PROJECT
TEAM**

During current negotiations, the Company and the International Union discussed at length the Union's concern regarding the competitiveness of skilled trades employees performing project work. As a result, upon completion of the Special Attrition Program, the National Skilled Trades and Apprentice Committee have agreed to form a project team, on a pilot basis, to perform work which may include, but is not limited to model change, launch support, or process related maintenance activities. This project team will be comprised of a group of skilled trades volunteers from locations throughout the United States, selected and approved by the Skilled Trades and Apprentice Committee, and assigned to locations in Southeastern Michigan. Expansion beyond Southeastern Michigan will be discussed following a review of completed project work. The skilled trades team members will only function when directed by the National Parties, and will return to their home plant when not assigned to a project.

Project work performed by these volunteers will not result in any overtime obligation for either the volunteers assigned or the local skilled trades where the work is being performed. Furthermore, this will not result in any additional representation. Issues related to employee's representation may be addressed by

DATE INITIALED: SEP 15 2011

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the National Skilled Trades and Apprentice Committee.

The following provisions will also apply to those volunteers selected to perform project work:

- Assignments may involve any shift, including alternative work schedules
- Travel to the location(s) assigned with their own tools (“Gang Box” type tools, and a secured storage location for personal tools, will be provided by the facility where the work is being performed)
- No per diem allowance for travel or living expenses
- All National and Local Agreement provisions (including all Health & Safety practices and shop rules) of the location assigned
- Work on assignments without lines of demarcation, provided the work can be performed safely
- Work in GMS teams with team leaders
- Employees will not gain seniority rights at any of the locations to which they are assigned to work
- Return to home plant when project work is not available, their local seniority agreement provisions will apply (lesser seniority employees may continue working)

The National Parties will review forecasted project work load schedules, and will determine what projects may be appropriate for

assignment to the project team. Cost, timing, and scope of work will be some of the factors considered before assigning work to the project team. The project team will consist of skilled trades employees from different core classifications, contingent upon the size and scope of the project. Projects requiring significant manpower will be discussed between the parties.

The Skilled Trades Joint Task Team will be engaged to support the National Parties in benchmarking best practices (to include domestic automakers) and assist in gathering competitive data as it relates to the project work being performed and evaluated. Furthermore, the National Parties will review and discuss the implications of such data and report findings, with recommendations and project status updates to the Vice President of the UAW and Vice President of Labor Relations for GM, as requested.

NEW

(NOT TO BE PUBLISHED)

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

SUBJECT: APPRENTICE TESTING

During these Negotiations, the parties discussed several issues concerning administration of the Apprenticeship Program, including the Selection Procedure. In this regard, while protecting the contractual and legal integrity of the Program, and ensuring the selection of the best-qualified candidates, promoting diversity of the workgroup and providing the best possible training, the following operational guidelines were established based on a new testing procedure that was jointly agreed to and implemented in August, 2008:

- All interested Seniority and Non-seniority Candidates will be eligible to take the new test.
- Seniority Candidates that remain on the selectable list from the prior testing procedure will have the opportunity to retest, in an effort to improve their overall score.
- The test will be administered by the Local Apprentice Committee. However, a third party apprentice program administrator will be present and responsible for test delivery, security and administration support.
- If a candidate fails to complete either the orientation or the test session, they must start the process over by re-applying. Furthermore, if a candidate fails to attend the interview, they again must re-apply. If selected, the candidate will bypass the orientation and testing phase and be re-scheduled for an interview after the next testing cycle.
- With regard to Apprenticeship Testing, consistent with existing policy, seniority employee applicants who failed to attain a threshold score to be placed on the Final Applicants Ranking List, may apply to the Local Apprentice Committee for consideration to re-test. If the seniority employee applicant has completed additional training and provided documentation to qualify for re-testing, the

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Local Apprentice Committee may recommend to the GM-UAW Skilled Trades and Apprentice Committee that such seniority employee applicant may be permitted to re-test.

- Non-seniority candidates with qualifying test and interview scores will be maintained on a selectable list for ten (10) years.
- Non-seniority candidates that were placed on a selectable list and eventually removed from the list due to the ten (10) year limitation will be eligible to re-test after their scores expire.
- Non-seniority applicants that fail to meet the test threshold score will not be eligible for re-testing.

NEW

(NOT TO BE PUBLISHED)

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

SUBJECT: SKILLED TRADES LICENSE

- The parties agreed to jointly pursue the understanding/resolution of issues involving any changes to federal, state, or local ordinances with regard to licensing or certification of skilled trades employees. Currently, local Management is empowered to reimburse skilled trades employees for any fees associated with licenses required to perform tasks assigned to them at the plant.
- It was understood between the parties that Training Guides developed for Health and Safety and Planned/Predictive Maintenance Technologies, for application to approved GM-UAW Apprentice Training Schedules, are to be under the direction of, and approved by, the GM-UAW Skilled Trades and Apprentice Committee.

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NEW

(NOT TO BE PUBLISHED)

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

SUBJECT: WARRANTIES

- With regard to the duration of “normal warranty” as referenced in Document #100 attached to the National Agreement, the parties acknowledged that in the past a normal warranty on many items may have been for only 90 days. However, other pieces of equipment have had longer warranty periods, and some manufacturers offer longer normal warranties than in the past.

In any event, the Company recognized its responsibility to advise the Union of the type and duration of warranty work as referenced in Paragraph 183(d), N.A. The Company will remind Local Management of this obligation, with specific direction to review with the Union any current warranties on equipment in the plant that exceeds 90 days. Without adding to or modifying any provisions of the National Agreement, the Union may choose to pursue alleged abuses of these understandings through the applicable provisions of the subcontracting section of the GM-UAW National Agreement, if appropriate.

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DATE INITIALED: SEP 11 2011
INITIALED BY PARTIES: BR HA

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NEW

(NOT TO BE PUBLISHED)

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

**SUBJECT: CCA SUB-CONTRACTING
REVIEWS**

During these negotiations, the National Parties discussed at length the subcontracting provisions contained in the GM-UAW National Agreement, with particular attention paid to holding advance discussions at all Customer Care and Aftersales (CCA) locations. As such, the parties agreed to the importance of each CCA location facilitating advance discussion when the use of an outside contractor is contemplated for normal and historical, strategic skilled trades work.

In addition, the parties also discussed the agreement, reached in December, 2007 to exit certain non-strategic work at all Part Distribution Centers (PDCs). As a result, on a case by case, non-precedent setting basis, Management may consider performing certain work that has been exited if conditions exist that would result in a positive business case. Any such decisions will be made solely at Management's discretion, based on the operational issues and business conditions at that time.

DATE INITIALED: SEP 13 2011
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NEW

(NOT TO BE PUBLISHED)

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

**SUBJECT: DISPLACED SKILLED TRADES
WORKERS**

During current negotiations, the Company and the International Union discussed at length the Union's concern regarding skilled trades employees who have been reduced from their normal skilled trades work functions. As a result, the process outlined below will be utilized in the event sufficient skilled trades placement opportunities are not created, as outlined in the 2011 Special Attrition Program. On a volunteer basis, skilled trades employees on indefinite layoff or working in production assignments as of April 1, 2012, may be assigned to perform work associated with various projects in any of General Motors facilities in Southeast Michigan and Northern Ohio (includes the following counties: Wayne, Oakland, Macomb, Eaton, Ingham, Genesee, and Lucas). The National Skilled Trades and Apprentice Committee will be responsible to initiate the review of proposed project work which may include, but not be limited to model change, launch support, and preventive maintenance tasks. Thereafter, the parties will determine which projects, if any, may be assigned to employees from the group of volunteers. The Skilled Trades Joint Task Teams will be engaged to assist the National Skilled Trades and Apprentice Committee in supporting this endeavor.

Any volunteers selected for project work must be capable of performing all requirements of

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the assignment working within a team environment. Project work assigned to these volunteers will be performed on a non-precedent setting basis, and will not create or expand the scope of bargaining unit work.

Project work performed by these volunteers will not result in any overtime obligation for either the volunteers assigned or the local skilled trades where the work is being performed. Furthermore, this will not result in any additional representation. Issues related to employee's representation may be addressed by the National Skilled Trades and Apprentice Committee.

The following provisions will apply to those volunteers selected to perform project work:

- A twelve (12) month irrevocable commitment for various project work assignments
- Assignments may involve any shift, including alternative work schedules
- Travel to the location(s) assigned with their own tools
- No per diem allowance for travel or living expenses
- All National and Local Agreement provisions (including all Health & Safety practices and shop rules) of the location assigned
- Work on assignments without lines of demarcation, provided the work can be performed safely
- Work in GMS teams with team leaders
- Will not gain seniority rights at any of the locations to which they are assigned to work

- Temporary layoff (known duration) when project work is not available (lesser seniority employees may continue working on a project while more senior employees are laid off)
- Skilled employees working in production, who wish to return to their former production assignment in the event of a layoff, will not be permitted to participate in future project crew assignments
- Eligible for contractual placement to permanent job openings

This special agreement will remain in effect until April 1, 2013, unless otherwise mutually extended by the National Parties. Any issues that arise as a result of implementation of this agreement will be discussed and resolved between the National Parties.

NEW

(NOT TO BE PUBLISHED)

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

**SUBJECT: DOCUMENT 138 SKILLED TRADES
JOINT TASK TEAMS**

The parties discussed at length the former Worldwide Facilities Group (WFG), now known as Real Estate and Facilities (RE&F) Joint Task Teams, and acknowledged the major impact this strategy has had in closing the competitive gap in the areas of Safety, People, Quality, Responsiveness, and Cost.

The parties agree, and remain committed to the importance of both UAW and Management involvement in these teams. In that regard, the Joint Task Teams will be engaged in the process.

Furthermore, to better leverage the task teams, Management agrees to explore additional opportunities in other areas impacting skilled trades beyond their scope of work from RE&F. Potential areas the GM-UAW Skilled Trades and Apprentice Committee will consider include:

- Skilled Trades Teams
- Skilled Trades Cross Training
- Document #157 PMP
- Department of Energy Assessment & Implementation
- Solar and Renewable Power
- Spare Parts Harvesting/Asset Recovery
- Recycling/Reuse Materials
- Commonize Tools/Tooling/Consumable Materials

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DATE INITIALED: SEP 11 2011
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(NOT TO BE PUBLISHED)

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

SUBJECT: E.I.T. AND E.I.T.S.

During these negotiations, the National Parties agreed to remove a majority of the Employee-in-training (E.I.T.) and Employee-in-training seniority (E.I.T.S.) provisions and references pertaining to selection, training, seniority, wage structure, etc. from the 2011 National Agreement.

It is understood, if the National Parties determine that business conditions warrant the placement of new E.I.T.s, the National Parties will revert back to the provisions as set forth in the 2007 National Agreement.

NEW

(NOT TO BE PUBLISHED)

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

**SUBJECT: HOUSEKEEPING COMPETITIVE
OPPORTUNITIES**

During these Negotiations, the parties conducted extensive discussions regarding the Union's concerns related to housekeeping activities within GM/UAW locations. The Union expressed a desire to return this work to the bargaining unit and perform these functions with GM represented employees.

Management advised the Union that during the 2007 National Bargaining, the parties agreed to exit certain housekeeping functions in their entirety. Implementation of this agreement has garnered significant reductions in structural cost. These cost reductions are attributed to the business focus of Service Providers, agreed to annual improvement factors and the Worldwide Purchasing bid process.

In order to address the issues raised by the Union, Management agreed that as existing Service Provider Contracts expire, the International Union will be afforded the opportunity to provide a competitive proposal for consideration with other potential service providers using the established Worldwide Purchasing process.

NEW

(NOT TO BE PUBLISHED)

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

**SUBJECT: LOCKOUT PLACARDING
FEASIBILITY STUDY**

During these negotiations, the parties discussed the issue of updating lockout placards when existing equipment is modified. Currently, locations use a variety of methods to perform the updating of lockout placards. The Union has expressed concern regarding the cost effectiveness of the current process.

As such, the parties have agreed to conduct a feasibility study, at a jointly agreed upon location, to determine the most cost effective means for placarding, without disrupting plant operations. The parties will review and discuss the implications of the study results.

NEW

(NOT TO BE PUBLISHED)

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

**SUBJECT: PREDICTIVE TECHNOLOGIES
TRAINING**

During these negotiations, the Union expressed a concern that there is a widespread lack of knowledge of predictive technologies. The Union proposed that all salary and hourly maintenance personnel attend "Introduction to Predictive Technologies" training. The National Parties discussed this issue and acknowledged that each site is in the best position to determine their training needs. Furthermore, sites are empowered and are encouraged to identify training requirements associated with predictive technologies, for both salary and hourly maintenance personnel, as it relates to their area of assignment in support of their operating requirements.

DATE INITIALED: SEP 13 2011
INITIALED BY PARTIES: BR JK

NEW

(NOT TO BE PUBLISHED)

**EXCERPTS FROM THE MINUTES
OF SOURCING SUBCOMMITTEE**

**SUBJECT: Status of Sourcing Related MOU's
From 2009 Addendum**

During the course of the 2011 Negotiations, the Parties discussed the need to clarify the status of a number of Memorandums of Understanding from the 2009 Addendum Agreement between the Parties which fall under the Sourcing area of responsibility. The following represents the status of those documents as agreed to between the Parties.

Memorandums remaining in force as written in the Addendum:

- MOU: Powertrain Flint
- MOU: Powertrain Volumes
- MOU: Investment in U.S.
- MOU: Added Shifts
- MOU: Union Involvement and Supplier Relations

Memorandums modified and superseded by the 2011 Agreement

- MOU: Sourcing Competitiveness. Retained within new document for Sourcing Guidelines
- Letter from D. Tremblay to C. Rapson: Current Supply Base/Competitiveness Review: Retained within new document for Sourcing Guidelines
- MOU: Investment in Mexico. Retained as a new unpublished document
- MOU: Stand-By U.S. Capacity. Modified and replaced by a new unpublished document

Memorandums to be considered as having been completed satisfactorily

- MOU: Enhanced Insourcing Process
- MOU: GMX351 Malibu Subassemblies
- MOU: Compact/Small Car Investment in U.S.

DATE INITIALED: SEP 15 2011

INITIALED BY PARTIES: BL DC

NEW

(NOT TO BE PUBLISHED)

**EXCERPTS FROM THE MINUTES
OF SOURCING SUBCOMMITTEE**

SUBJECT: SHARED CROSS-DOCKS

With respect to our discussion on Cross-docks, the Union has sought assurances that GM is not discouraging contractors performing this work from recognizing the UAW or other unions. To address the Union's concerns, GM has advised the Union that it will remind existing Cross-dock suppliers of GM's position on Supplier Corporate Citizenship by re-sending the Supplier Corporate Citizenship letter.

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DATE INITIALED: SEP 13 2011
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NEW

(NOT TO BE PUBLISHED)

**EXCERPTS FROM THE MINUTES
OF SOURCING SUBCOMMITTEE**

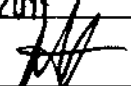
**SUBJECT: SOURCING SUBCOMMITTEE RE:
CCA DATA INTEGRITY**

During these Negotiations, the Parties discussed the integrity of the data currently supplied to the UAW Sourcing Staff from CCA in what is referred to as the "data draw." The parties rely on this data draw as a record of part movement, primarily those parts which are shown to be changing from being unitized within CCA (U code) to being shown as unitized at the source (S code). Since in many cases, such reclassification can signal a potential violation of the Sourcing Moratorium agreed to between the Parties, it is critical that this data be accurate and timely.

As such, the Parties agreed that within 60 days following the effective date of the 2011 Agreement, appropriate personnel from CCA will meet with the National Sourcing Committee to discuss ways to improve the integrity of the data provided from the process of part reclassification.

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DATE INITIALED: SEP 13 2011
INITIALED BY PARTIES: BR 

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NEW

(NOT TO BE PUBLISHED)

**EXCERPTS FROM THE MINUTES
OF SOURCING**

**SUBJECT: NEW TECHNOLOGY
NOTIFICATION**

The Company has agreed it will notify the UAW Vice President and Director of the GM Department, in writing, of the advent of new vehicle or powertrain programs to be introduced to the U.S. market. This notification will occur at approximately the Design Studies Initiated (DSI) step of the Global Vehicle Development Process and at approximately Develop Charter (DC) step of the Global Powertrain Development Process.

Furthermore, the Parties agree that the UAW Vice President and Director of the GM Department will also be notified in advance of any impending new technologies the Company is considering utilizing which may have a potential impact on the work force. The Company will arrange for discussion of these technologies with the UAW Vice President and Director of the GM Department upon request.

DATE INITIALED: SEP 14 2011

INITIALED BY PARTIES: BR AH

NEW

(NOT TO BE PUBLISHED)

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

SUBJECT: VCAP

During these negotiations, the parties discussed the current process of the Company collecting Union Dues and VCAP contributions and distributing those funds in the same pay period of the month.

As a result of these discussions, the Company has agreed to distribute the payments for Union Dues and VCAP contributions in separate pay periods. The parties will work together to identify which weeks such payments will be distributed.

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DATE INITIALED: SEP 16 2011
INITIALED BY PARTIES: BR DC

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**MEMORANDUM OF UNDERSTANDING
2011 SPECIAL ATTRITION PROGRAM
Phase II
FOR ELIGIBLE SKILLED TRADES EMPLOYEES
September 13, 2011**

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During current negotiations, the Company and the International Union discussed at length the Union's concern regarding skilled trades employees who have been displaced from their normal skilled trades work functions. Moreover, Management expressed concern regarding the excess number of skilled trades and its impact on the ability to implement the provisions of the 2009 Addendum. As a result, the parties have agreed that an effective method of addressing these concerns is to utilize a Special Attrition Program (SAP). This initiative will create vacancies and subsequent opportunities for eligible skilled trades employees either working in production or on layoff.

This Memorandum of Understanding governs the 2011 Special Attrition Program (SAP)Phase II, for eligible Skilled Trades Employees.

1. General Motors LLC (GM) and the International Union, UAW will jointly develop a communication plan designed to explain to eligible employees their options as agreed to in this Memorandum.
2. General Motors Skilled Trades employees, for the purposes of this Memorandum, are individuals who established seniority under a GM-UAW National Agreement as a skilled trades employee (with the exception of the skilled trade classifications listed in Attachment A).
3. The final approval for each individual applicant under this Special Attrition Program will be determined by GM

4. The effective dates of this Special Attrition Program will start no sooner than November 1, 2011, with the last retirements, effective April 1, 2012, or separations being effective March 31, 2012, depending on the location and other terms of this Agreement. The effective dates for each employee, or any extensions, will be determined by GM.

5. Employees, as of the date of this Memorandum, will be given the opportunity to designate their choice within 45 calendar days from the date of their plant roll-out by selecting from the following options. Eligibility for any option that includes retirement is subject to the eligibility requirements for that retirement.

- a. Retire under the Normal or Voluntary provisions of the 2011 GM-UAW Hourly-Rate Employees Pension Plan and 2009 Addendum, as applicable. Under this option, eligible skilled trades employees, after the execution of a release of claims and their separation from service, will receive a \$ 65,000 cash payment (less applicable taxes).

For those employees who are not eligible to retire under the Normal or Voluntary provisions of the 2011 GM-UAW Hourly-Rate Employees Pension Plan effective November 1, 2011, but who later will first become retirement eligible between November 1, 2011, and March 31, 2012, such employees may also elect the Normal or Voluntary Retirement option and, absent their misconduct, shall be retained until such time as they are first eligible to retire (but in no case later than March 31, 2012). Such employees shall immediately retire on the first day of the following month upon reaching eligibility for retirement.

- b. Voluntarily Quit General Motors (in no case later than March 31, 2012) and relinquish all seniority and rights under GM benefits plans (other than deferred vested pension benefits).

Under this option, on a date satisfactory to Management, after their execution of a release and separation from service, employees will receive \$65,000 cash payment (less applicable taxes).

Employees electing this option will not be eligible for pension supplements, post-employment life insurance or any other benefit or compensation from GM. While GM does not administer the UAW Retiree Medical Benefits Trust ("the Trust") the parties understand that employees electing this option likely will not satisfy the eligibility criteria for post-employment health care coverage or contributions. Employees seeking further information regarding the Trust's eligibility criteria should contact their Local Union Benefit Representative.

It is understood that those GM-UAW Plant employees who have elected to: (i) retire under option (a); (ii) voluntarily quit under option (b); or (iii) elected to not respond or fail to timely respond, will not be eligible to exercise any other rights under this Memorandum or any letter of agreement referred to above.

The cash payment is taxable income to the employee and is subject to all applicable taxes (e.g., federal, state, FICA and local). Employees having a wage or benefit plan overpayment (such as SUB, TSP, Sickness & Accident Benefits, etc.) will have their cash payment reduced to the extent necessary to recover the wage or benefit plan overpayment.

Each employee will be required to sign the 2011 Special Attrition Program Phase II, GM-UAW Plants Conditions of Participation Release Form and all other applicable forms when making a selection under this Memorandum.

The following paragraphs summarize some of the key elements detailed in Attachment B – Special Attrition Program Administrative Guidelines.

6. Following the application period, Management will review all applications and determine eligibility. Thereafter, Management will notify applicants whether or not their application has been approved.

7. Once approved applications and resulting openings have been determined, the National Skilled Trades and Apprentice Committee will coordinate the posting and placement process with the affected locations.

8. The provisions of the 2011 GM-UAW National Agreement-Appendix A will be temporarily suspended in conjunction with any placements resulting from this Memorandum.
9. Skilled trades employees either working in production or laid off, may receive a voluntary or involuntary job offer for a skilled trades opening at any GM location. These offers may be for employees in their existing trade or for a re-training opportunity into a new trade.
10. In conjunction with this Memorandum, where an offer is made, employees will receive only one (1) opportunity for placement into a skilled trades position.
 - a. Skilled trades employees working production, who decline a job offer, will remain in their production assignment, with the associated production rate of pay.
 - b. Laid off skilled trades employees who decline the job offer, will be placed on formal leave of absence, coded L34 without Company-paid benefits as per the applicable plan provisions. They will retain only a recall right to their home plant.

The following employees are not eligible for this Special Attrition Program:

- Entry Level Employees
- Employees at Davison Road, Syncreon, Westchester, and Flint East
- Employees at GM Components Holding facilities and Saginaw Steering Solutions (Nexteer)
- Employees at divested or sold units (e.g. Allison Transmission, Electro-Motive, Guide, etc.)
- Employees participating in any earlier Special Attrition Program will not be eligible to change their SAP option

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- Employees that have previously elected the Transition Support Program (TSP) lump-sum buy out option

Any issues arising during the implementation of this 2011 Special Attrition Program Phase II will be promptly addressed by the National Parties.

Whereas, the parties hereto have caused their names to be duly subscribed by their duly authorized officers and representatives this 14th day of Sept 2011.

INTERNATIONAL UNION, UAW

GENERAL MOTORS LLC

David Sweeney

ATTACHMENT A

For the purpose of this MOU only, the following classifications will be considered and handled by the National Parties on a "case by case" basis on whether they will be able to participate in the 2011 Special Attrition Program:

- Experimental Auto
- Auto Inspector
- Metal Model Maker
- Wood Model Maker
- Experimental Laboratory Paint Technician

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Attachment B – Special Attrition Program Administrative Guidelines

The parties recognize that many of the specific parameters of this program cannot be exactly defined until such time as the SAP application process is concluded. Factors such as the number of applicants, their location, their current job assignments, the need for replacements, and the source of potential replacements may all impact the program costs in a very dramatic manner. To allow the parties to execute this program in a financially responsible manner, the following conditions will apply.

Management reserves the right to determine the number of SAP applicants that will be approved to participate in the program. Once each skilled trades employee working in production or on layoff has either chosen to apply for the SAP, elected to remain in their current status, or been provided with an offer to return to an active skilled trades position, the special provisions contained in Attachment B – Special Attrition Program Administrative Guidelines, as it relates to the placement of these employees, will be concluded and no longer applicable. Not all vacated skilled trades positions will be replaced.

The following process will be utilized to administer the Special Attrition Program.

1. The Parties will jointly develop a communication package to be used to inform employees about the Special Attrition Program.
2. Once employees receive the information, they will have 45 days to review the SAP materials and make their decision regarding participation. Thereafter, applicants will have a 7 day revocation period, which commences upon the filing of their application. However, GM will provide final approval for each SAP applicant.
 - a) GM will validate the credentials of all SAP applicants
3. Following the conclusion of all application and revocation periods, GM will analyze the operational impact based on the number, location and classification of all SAP applicants.
4. At the conclusion of the SAP application period, each location will post or mail a special notice requesting that skilled trades employees, either working in production assignments or on layoff, apply for internal skilled trades openings.
5. Each location will submit, to the GM Skilled Trades Department, the names and classifications of those interested in returning, and/or who have a contractual right to return to a skilled trades assignment.
6. GM will determine those SAP applicants that require a backfill of those working in a production or skilled trades assignment.

7. The GM Skilled Trades Department and NEPC will direct each location to make job offers to those internal skilled trades employees working in production or on layoff.
8. GM will provide final approval for each SAP applicant. Those SAP applicants requiring a backfill will be granted final approval once a replacement is identified and has accepted the placement.
9. GM will identify openings at each location and communicate the process for making application.
 - a. GM-UAW National Parties will put together a standard communication package to include a list of job openings, application, and the process/timeline for applying.
 - b. Each location is responsible for communicating openings to all skilled trades employees in working production or on layoff. (The plants will notify the impacted employees working in production and send certified notifications to those employees on lay off)
 - c. Employees will have 2 weeks from date of notification to make application and return to local plant Employment Office.
 - d. The local plant Employment Office will witness and provide a copy of the application to the employee.
 - e. The local plant Employment Office will then enter the employee information in a summary spreadsheet that will be provided by the GM/UAW Skilled Trades Department. The completed spreadsheet must be emailed to the GM/UAW Skilled Trades Department at the conclusion of the application process.
 - f. Preferably, all signed individual applications will be scanned and emailed to the GM/UAW Skilled Trades Department. If scanning/email capabilities are not available, applications should be faxed to the GM/UAW Skilled Trades Department.
 - g. Plants should keep, as a matter of record, the original signed application.
10. The GM/UAW Skilled Trades Department, in conjunction with the NEPC, will generate offer letters for matching trade applicants. Each applicant will receive no more than one job offer, regardless of volunteer or non-volunteer status.
11. The following "Placement Process" will be utilized to fill approved vacated skilled trades openings created by the Special Attrition Program, and only apply to skilled trades employees working in production, or on layoff.
 - I. **In Plant – Matching Trade (Excluding SEPO & 10/18/99 Delphi)**
 - a. Plant recall of seniority skilled trades employee from layoff or those working in production that have rights to return to a skilled trades assignment
 - b. Matching trade volunteers who never established skilled trades seniority at their current location, including Document #20 Apprentices
 - c. Matching trade non-volunteers (in inverse seniority order), who never established skilled trades seniority at their current location

- II. **Area Hire – Matching Trade(Excluding SEPO & 10/18/99 Delphi)**
 - d. Matching trade volunteers in Area Hire
 - e. Matching trade non-volunteers in Area Hire (in inverse seniority order)

- III. **In Plant – Retraining Other Trade (Excluding SEPO & 10/18/99 Delphi)**
 - f. Retraining other trade volunteers by seniority
 - g. Retraining other trade non-volunteers (in inverse seniority order)

- IV. **Area Hire – Retraining Other Trade(Excluding SEPO & 10/18/99 Delphi)**
 - h. Retraining other trade volunteers by seniority in Area Hire
 - i. Retraining other trade non-volunteers in Area Hire (in inverse seniority order)

- V. **In Plant – (Post Delphi 10-18-99/SEPO)**
 - j. Matching trade volunteers at their current location
 - k. Retraining other trade volunteers by seniority at their current location

- VI. **Area Hire – (Post Delphi 10-18-99/SEPO)**
 - l. Matching trade volunteer in Area Hire
 - m. Retraining other trade volunteers by seniority in Area Hire

- VII. **Regional (See Attachment C) – Matching Trade**
 - a. Matching trade volunteers in a Region
 - b. Matching trade non-volunteers in a Region (in inverse seniority order)

- VIII. **Regional (See Attachment C) – Retraining Other Trade**
 - a. Retraining other trade volunteers by seniority in a Region
 - b. Retraining other trade non-volunteers in a Region (in inverse seniority order)

- IX. **Extended Area Hire – Matching Trade**
 - c. Matching trade volunteers in Extended Area Hire
 - d. Matching trade non-volunteers in Extended Area Hire (in inverse seniority order)
 - e. Matching trade volunteers in Extended Area Hire (Post Delphi 10-18-99/SEPO)
 - f. Matching trade non-volunteers in Extended Area Hire (Post Delphi 10-18-99/SEPO)

- X. **Extended Area Hire -Retraining Other Trade Non-volunteers**
 - g. Retraining other trade non-volunteers in Extended Area Hire (in inverse seniority order)

- 12. Employees must accept or decline their offer in writing no later than:
 - a. 1 day for an In-Plant Offer
 - b. 3 days for an Area Hire Offer
 - c. 7 days for an Extended Area Hire Offer

13. If an applicant declines their offer, they will receive no further offers under this program and will:

- a. Remain on layoff without Company paid benefits and only eligible for recall at their home plant, or
- b. If working in production, at the skilled trades rate of pay, the following provisions will apply:
 - i. If offered within their home plant and/or area hire, the employee will remain in their production assignment and will receive the production rate of pay
 - ii. If offered within the region and/or the extended area hire as a volunteer, the employee will remain in their production assignment and will receive the production rate of pay
 - iii. If offered within the region and/or the extended area hire as a non-volunteer, the employee will remain in their production assignment and will receive their skilled trades rate of pay, until such time as they receive a job offer at their home plant and/or within the area hire

14. If an applicant is not provided an offer under this program they will:

- a. Be eligible to apply for a Skilled Trades Project Team assignment

Attachment C - Special Attrition Program Administrative Guidelines

Regions

Michigan (1)	Midwest (2)	Southwestern (3)	Eastern (4)	Western (5)
Michigan Plants	Indiana Plants	Arlington	Powertrain Baltimore	CCA Fontana/West Bulk Ctr
Grand Rapids*	Ohio Plants	Bowling Green	Baltimore Assembly*	CCA Los Angeles
Lansing Craft*	Indianapolis Stamping*	Doraville*	Wilmington*	CCA Portland*
Pontiac Assembly*	Janesville*	Fairfax	Fredericksburg*	CCA Rancho Cucamonga
Powertrain Livonia*	Mansfield*	Oklahoma City*	Tonawanda	CCA Reno
Powertrain Willow Run*	Muncie*	Shreveport*	Linden*	
Saginaw Malleable*	Pittsburgh*	Spring Hill*	Massena*	
CCA Drayton Plains*	CCA Chicago	Wentzville	CCA Boston*	
	CCA Columbus*	CCA Charlotte	CCA Philadelphia	
	CCA Hudson, WS	CCA Denver	CCA Martinsburg	
		CCA Fort Worth		
		CCA Jackson		
		CCA Jacksonville, FL*		
		CCA Memphis		
		CCA St.Louis*		

Order of Placement across Regions

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

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

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

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

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

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